

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

WEDNESDAY, APRIL 20, 2022 10:00 A.M.

VIEW THE MEETING LIVE ONLINE AT IEUA.ORG TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 885 499 122#

PURSUANT TO AB361 AND RESOLUTION NO. 2022-4-7, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON APRIL 6, 2022, IEUA BOARD AND COMMITTEE MEETINGS WILL CONTINUE TO BE CONDUCTED THROUGH TELECONFERENCE IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19. THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR ATTENDING THE MEETING IN PERSON.

The public may participate and provide public comment during the meeting by dialing the number provided above. Comments may also be submitted by email to the Board Secretary/Office Manager Denise Garzaro at <u>dgarzaro@ieua.org</u> prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

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/Office Manager prior to the public comment section or request to address the Board during the public comments section of the meeting. <u>Comments will be limited to three minutes per speaker.</u> 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.

*A Municipal Water District

1. CONSENT ITEMS

NOTICE: All matters listed under the Consent Calendar are considered to be routine and noncontroversial 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. <u>MINUTES</u>

Approve minutes of the March 2, 2022 and March 16, 2022 Board Meetings.

- B. <u>REPORT ON GENERAL DISBURSEMENTS</u> (*Finance & Admin*) Staff recommends that the Board approve the total disbursements for the month of February 2022, in the amount of \$26,230,056.38.
- C. <u>AMEND CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES</u> <u>TO INCLUDE ADDITIONAL SCOPE OF SERVICE</u> (*Eng/Ops/WR*) Staff recommends that the Board:
 - 1. Approve Amendment No. 4600002893-001 to Liberty Landscape, Inc. to provide Landscape 'As-Needed Services' for an additional \$350,000 over the remaining contract term; and
 - 2. Authorize the General Manager to execute the amendment to the service contract.

D. <u>CONTRACT AWARD FOR RP-1 COATING AND PAINTING SERVICES</u> (*Eng/Ops/WR*)

Staff recommends that the Board:

- 1. Award a service contract for the RP-1 Coating and Painting Services to Tony Painting, for a not-to-exceed amount of \$1,131,514;
- 2. Increase the project PA22002 budget amount from \$750,000 to \$1,200,000; and
- 3. Authorize the General Manager to execute the service contract.
- E. <u>RP-1 EAST INFLUENT GATE REPLACEMENT CONSTRUCTION</u> <u>CONTRACT AWARD</u> (*Eng/Ops/WR*) (*Finance & Admin*) Staff recommends that the Board:
 - 1. Award a construction contract for the RP-1 East Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000;

- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project No. EN21042, in the amount of \$175,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

F. <u>RP-1 SOLIDS HOT WATER LOOP REPLACEMENT AMENDED</u> <u>CHANGE ORDER</u> (*Eng/Ops/WR*) (*Finance & Admin*) Staff recommends that the Board:

- Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.
- G. <u>ADOPTION OF RESOLUTION NO. 2022-4-8 TO UPDATE THE</u> <u>AGENCY'S INVESTMENT POLICY</u> (*Finance & Admin*) Staff recommends that the Board adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.
- H. FISCAL YEAR 2020/21 SINGLE AUDIT (Finance & Admin) Staff recommends that the Board:
 - 1. Approve the Single Audit Report for fiscal year ended June 30, 2021; and
 - 2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.
- I. <u>RP-1 DISINFECTION IMPROVEMENTS PROJECT CONSTRUCTION</u> <u>CONTRACT AWARD</u> (*Eng/Ops/WR*) (*Finance & Admin*) Staff recommends that the Board:
 - 1. Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions, in the amount of \$8,575,000;
 - Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;

- 3. Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and
- 4. Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

J. <u>RP-5 SOLIDS HANDLING FACILITY FUTURE USES CONSULTANT</u> <u>CONTRACT AMENDMENT</u> (*Eng/Ops/WR*) (*Finance & Admin*) Staff recommends that the Board:

- 1. Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future Uses RFP, Project No. EN20034.03, to GHD Inc. for a not-to-exceed amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.
- K. <u>ADOPT RESOLUTION NO. 2022-4-9 AMENDING THE AGENCY'S</u> <u>SALARY SCHEDULE/MATRIX FOR ALL GROUPS</u> Staff recommends that the Board adopt Resolution No. 2022-4-9, amending the Agency's Salary Schedule/Matrix for all groups.
- L. <u>ADOPTION OF RESOLUTION NO. 2022-4-11, APPROVING THE</u> <u>PERSONNEL MANUAL FOR UNREPRESENTATED EMPLOYEES</u> Staff recommends that the Board:
 - 1. Adopt Resolution No. 2022-4-11, approving the Personnel Manual for Unrepresented Employees; and
 - 2. Authorize the General Manager to execute the Personnel Manual for Unrepresented Employees.

M. <u>ADOPTION OF RESOLUTION NO. 2022-4-12, APPROVING THE</u> <u>PERSONNEL MANUAL FOR EXECUTIVE MANAGEMENT</u> <u>EMPLOYEES</u>

Staff recommends that the Board:

- 1. Adopt Resolution No. 2022-4-12, approving the Personnel Manual for Executive Management Employees; and
- 2. Authorize the General Manager to execute the Personnel Manual for Executive Management Employees.

2. ACTION ITEM

A. <u>ADOPTION OF RESOLUTION NO. 2022-4-10, AUTHORIZING THE</u> <u>AMENDMENT OF A WIFIA LOAN AGREEMENT</u>

Staff recommends that the Board:

- 1. Adopt Resolution No. 2022-4-10, authorizing the WIFIA Loan Amendment; and
- 2. Authorize the General Manager to execute such amendments, subject to non-substantive changes.

3. INFORMATION ITEMS

- A. <u>WATER STORAGE INVESTMENT PROGRAM/CHINO BASIN</u> <u>PROGRAM UPDATE (ORAL)</u>
- B. <u>FLEET FUEL EFFICIENCY (POWERPOINT)</u>
- C. <u>RECYCLED WATER COST OF SERVICE STUDY UPDATE</u> (POWERPOINT)
- D. <u>FY 2022/23 PROPOSED BUDGET AMENDMENT FOR REGIONAL</u> <u>WASTEWATER AND RECYCLED WATER PROGRAMS</u> (WRITTEN/POWERPOINT) (Finance & Admin)
- E. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT</u> <u>UPDATES (POWERPOINT)</u> (*Eng/Ops/WR*)

RECEIVE AND FILE INFORMATION ITEMS

- F. <u>OPERATIONS & MAINTENANCE DEPARTMENT QUARTERLY</u> <u>UPDATE (POWERPOINT)</u> (*Eng/Ops/WR*)
- G. <u>3RD QUARTER PLANNING & RESOURCES UPDATE (POWERPOINT)</u> (*Eng/Ops/WR*)
- H. <u>FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE</u> <u>FEDERAL STRATEGIES (WRITTEN)</u> (Community & Leg)
- I. <u>STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST</u> <u>ADVISORS (WRITTEN)</u> (Community & Leg)
- J. <u>PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)</u> (Community & Leg)
- K. <u>RP-5 EXPANSION PROJECT UPDATE: APRIL 2022 (POWERPOINT)</u> (*Eng/Ops/WR*)
- L. <u>TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/</u> <u>POWERPOINT)</u> (Finance & Admin)

4. AGENCY REPRESENTATIVES' REPORTS

- A. <u>SANTA ANA WATERSHED PROJECT AUTHORITY REPORT</u> (WRITTEN) April 5, 2022 and April 19, 2022 SAWPA Commission meetings
- B. <u>METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA</u> <u>REPORT (WRITTEN)</u> April 12, 2022 MWD Board meeting
- C. <u>REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT</u> (WRITTEN) April 5, 2022 Special Regional Sewerage Program Policy Committee meeting
- D. <u>CHINO BASIN WATERMASTER REPORT (WRITTEN)</u> March 24, 2022 Chino Basin Watermaster Board meeting
- E. <u>CHINO BASIN DESALTER AUTHORITY REPORT (WRITTEN)</u> April 7, 2022 CDA Board meeting
- F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT (WRITTEN) April 4, 2022 Special IERCA Board meeting

5. GENERAL MANAGER'S REPORT (WRITTEN)

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

7. DIRECTORS' COMMENTS

A. <u>CONFERENCE REPORTS</u>

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.

8. CLOSED SESSION

A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1</u> <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION</u> One Case

<u>ADJOURN</u>

Declaration of Posting

I, Denise Garzaro, CMC, Board Secretary/Office Manager of the Inland Empire Utilities Agency*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the

Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at <u>www.ieua.org</u> at least seventy-two (72) hours prior to the meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at (909) 993-1736 or <u>dgarzaro@ieua.org</u>, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

CONSENT CALENDAR ITEM





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

WEDNESDAY, MARCH 2, 2022 10:00 A.M.

DIRECTORS PRESENT:

Steven J. Elie, President Michael Camacho, Vice President Marco Tule, Secretary/Treasurer

DIRECTORS PRESENT via Video/Teleconference:

Paul Hofer, Director

DIRECTOR ABSENT:

Jasmin A. Hall, Director

STAFF PRESENT:

Shivaji Deshmukh, P.E., General Manager Christiana Daisy, P.E., Deputy General Manager Denise Garzaro, Board Secretary/Office Manager Daniel Solorzano, Network Administrator

STAFF PRESENT via Video/Teleconference:

Kathy Besser, Executive Manager of External & Government Affairs/AGM Joshua Aguilar, Senior Engineer Deborah Berry, Controller Jerry Burke, Director of Engineering Pietro Cambiaso, Acting Director of Planning & Resources Andy Campbell, Groundwater Recharge Coordinator/Hydrogeologist Andrea Carruthers, Communications Officer Lucia Diaz, Manager of Facilities & Water System Programs Lisa Dye, Director of Human Resources Don Hamlett, Director of Information Technology Elizabeth Hurst, Chino Basin Program Manager Jennifer Hy-Luk, Administrative Assistant II Randy Lee, Director of Operations & Maintenance Eddie Lin, Senior Engineer Liza Muñoz, Senior Engineer Kanes Pantayatiwong, Manager of Information Technology Cathleen Pieroni, Senior Policy Advisor Jesse Pompa, Manager of Grants Sushmitha Reddy, Manager of Laboratories Victor Rodriguez, Recycled Water Distribution Operator Jeanina Romero, Executive Assistant

Steven Smith, Senior Associate Engineer Gary Te, Business Systems Analyst II Vanessa Watters, GIS Intern Teresa Velarde, Manager of Internal Audit Jeff Ziegenbein, Manager of Regional Compost Operations

OTHERS PRESENT via Video/Teleconference:

Alex Bugbee, Carollo Engineers Jean Cihigoyenetche, JC Law Firm Chris Chafee, Redistricting Partners

A meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Building A, Chino, California and via video/teleconference on the above date.

President Elie called the meeting to order at 10:00 a.m. Environmental Resources Planner II Branden Hodges led the Pledge of Allegiance. Board Secretary Denise Garzaro took roll call and established a quorum.

PUBLIC COMMENT

There were no public comments.

ADDITIONS TO THE AGENDA

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

REPORT FROM FEBRUARY 16, 2022 BOARD MEETING CLOSED SESSION

President Elie stated that the Board did not take any reportable action in Closed Session on February 16, 2022.

1. ACTION ITEMS

A. <u>ADOPTION OF RESOLUTION NO. 2022-3-1, MAKING CERTAIN FINDINGS</u> AND DETERMINATIONS REGARDING SPECIAL RULES FOR CONDUCTING MEETINGS THROUGH TELECONFERENCE

General Manager Shivaji Deshmukh stated that on February 2, 2022, the Board adopted Resolution No. 2022-2-1, making the necessary findings and determinations to conduct meetings via teleconference. Under AB 361, a legislative body must make these findings every 30 days to continue the use of teleconferencing.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR TULE, THE BOARD ADOPTED RESOLUTION NO. 2022-3-1, MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING SPECIAL RULES FOR CONDUCTING MEETINGS THROUGH TELECONFERENCE, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hofer, Tule

Noes: None

Absent: Hall

B. <u>ADDITIONAL PROPOSED MAPS FOR REDRAWING OF ELECTION DIVISION</u> <u>BOUNDARIES</u>

Executive Manager of External & Government Affairs/AGM Kathy Besser and Business Systems Analyst II Gary Te provided the staff presentation.

The Board discussed the various map options and directed staff to provide an additional map option that would create a Majority-Minority status in Division 1. The Board will further consider the map options at the March 16, 2022, Board meeting.

2. WORKSHOP ITEM

A. IEUA RECYCLED WATER PROGRAM HISTORY AND FUTURE

Senior Associate Engineer Steven Smith, Senior Engineer Eddie Lin, and Senior Engineer Liza Muñoz provided a presentation on the history of IEUA's Recycled Water Program, Recycled Water rates, compliance, and the future of the Recycled Water Program.

INFORMATION ITEM ONLY; NO ACTION TAKEN

3. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh stated that March is National Procurement Month; the Agency's Contracts and Procurement unit will be sharing information throughout the month about the Agency's procurement programs and processes, including helpful tips and tricks in SAP.

He added that IEUA will host a blood drive on Wednesday, March 9.

General Manager Deshmukh reported that Metropolitan Water District of Southern California (Metropolitan) provided the following information on February 25: January and February were extremely dry and the latest Department of Water Resources survey confirms dwindling snowpack levels – now at 61 percent of normal for this time of year. Staff met with the general managers of the retail agencies on February 28 and shared information, including the fact that State Water Project (SWP) storage supplies are very low. Staff continues to work with Metropolitan and IEUA retail partners to find ways to avoid restrictions but may soon be coming to a point where it can no longer be avoided. Staff will provide a more in-depth status update at the March 16 Board meeting.

4. BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS

President Elie requested an update on the Agency's diversity, equity, and inclusion efforts.

5. DIRECTORS' COMMENTS

Vice President Camacho, Director Hofer and Director Tule thanked staff for the informative presentations.

President Elie commented on a recent article in the Daily Bulletin about the Inland Empire Black Workers Center and how he was informed that the center partners with IE Works, which the Agency is involved with.

ADJOURNMENT With no further business, President Elie adjourned the meeting at 11:54 a.m. in memory of SAWCO President and former Upland City Council member Tom Thomas.

Marco Tule, Secretary/Treasurer

APPROVED: APRIL 20, 2022



MINUTES MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

WEDNESDAY, MARCH 16, 2022 10:00 A.M.

DIRECTORS PRESENT:

Steven J. Elie, President Marco Tule, Secretary/Treasurer

DIRECTORS PRESENT via Video/Teleconference:

Michael Camacho, Vice President *(left at 10:39 a.m.)* Jasmin A. Hall, Director Paul Hofer, Director

STAFF PRESENT:

Shivaji Deshmukh, P.E., General Manager Christiana Daisy, P.E., Deputy General Manager Lisa Dye, Director of Human Resources Denise Garzaro, Board Secretary/Office Manager Alex Najera, Manager of Human Resources Jesse Pompa, Manager of Grants Daniel Solorzano, Network Administrator

STAFF PRESENT via Video/Teleconference:

Javier Chagoyen-Lazaro, Acting Assistant General Manager Joshua Aguilar, P.E., Senior Engineer Adham Almasri, Principal Engineer Kevin Asprer, P.E., Associate Engineer Jerry Burke, Director of Engineering Pietro Cambiaso, Acting Director of Planning & Resources Andrea Carruthers, Communications Officer Robert Delgado, Manager of Operations & Maintenance Lucia Diaz, Manager of Facilities & Water System Programs Karla Duran, Intern Adrianne Fernandez. Administrative Assistant II Julianne Frabizio, Engineering Consultant Warren Green, Manager of Contracts & Procurement Don Hamlett, Director of Information Technology Branden Hodges, Environmental Resources Planner II Elizabeth Hurst, Chino Basin Program Manager Jennifer Hy-Luk, Administrative Assistant II Randy Lee, Director of Operations & Maintenance Scott Lening, Acting Manager of Operations Eddie Lin, Senior Engineer

Jason Marseilles, Manager of Engineering William McDonnell, Environmental Resources Planner I Sapna Nangia, Senior Internal Auditor Kanes Pantavatiwong, Manager of Information Technology Cathleen Pieroni, Senior Policy Advisor Sushmitha Reddy, Manager of Laboratories Brent Ritzinger, RW/Groundwater Operations & Maintenance Specialist Jeanina Romero, Executive Assistant Sandra Salazar, E.I.T, Associate Engineer James Simpson, Engineering Consultant James Spears, Senior Engineer Travis Sprague, Principal Engineer Yvonne Taylor, Administrative Assistant II Garv Te. Business Systems Analyst II Wilson To, Technology Specialist II Teresa Velarde, Manager of Internal Audit Rvan Ward, Assistant Engineer

OTHERS PRESENT:

Jean Cihigoyenetche, JC Law Firm

OTHERS PRESENT via Video/Teleconference:

Paul Mitchell, Redistricting Partners Kimi Shigetani, Redistricting Partners

A meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Building A, Chino, California and via video/teleconference on the above date.

President Elie called the meeting to order at 10:30 a.m. Board Secretary/Office Manager Denise Garzaro took roll call and established a quorum.

PUBLIC COMMENT

There were no public comments.

ADDITIONS TO THE AGENDA

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

NEW, PROMOTED AND RECLASSIFIED EMPLOYEE INTRODUCTIONS

The following staff member from the External & Government Affairs Department was recognized:

• Yvonne Lam, External Affairs Specialist II, reclassified effective February 6, 2022, External Affairs

The following staff members from the Finance Department were introduced:

- Priscilla Mun, Accounting Technician I, hired March 7, 2022, Accounting
- Veronica Cordova, Contracts Administrator II, hired March 7, 2022, Contracts & Procurement

The following staff members from the Operations & Maintenance Department were introduced and recognized:

- Alexander Escalante, Jr., Operations Supervisor, hired February 22, 2022, Carbon Canyon
- Jon Florio, Deputy Manager of Maintenance, promoted March 6, 2022, Maintenance

The Board of Directors welcomed Ms. Mun, Ms. Cordova, and Mr. Escalante to the IEUA team. The Board of Directors congratulated Ms. Lam and Mr. Florio on their reclassification and promotion.

1. PUBLIC HEARING

A. <u>REVISION INPUT ON PROPOSED MAPS FOR REDRAWING OF ELECTION</u> <u>DIVISION BOUNDARIES</u>

President Elie outlined the public hearing process.

Board Secretary/Office Manager Denise Garzaro provided the staff presentation.

President Elie opened the public hearing. Hearing no public comments, President Elie closed the public hearing.

Vice President Camacho suggested that the Board eliminate Map Options A, B, and C. The Board concurred with this suggestion.

Discussion ensued regarding the map options.

The Board eliminated Map Options E and F from further consideration. The Board selected Map Options D and G for further consideration and asked staff to provide one additional map option which creates a Majority-Minority status for Division 1. The Board also decided to continue the public hearing to the April 6 Board Workshop/Meeting to consider adopting a resolution authorizing and approving the relocation of division boundaries.

2. CONSENT ITEMS

- A. MINUTES
- B. <u>REPORT ON GENERAL DISBURSEMENTS</u> (Finance & Admin)
- C. <u>ADOPT POSITIONS ON ALTERNATE PROJECT DELIVERY METHODS AB 1845</u> <u>AND SB 991</u> (Community & Leg)
- D. <u>ADOPT POSITION ON AB 2787 MICROPLASTICS IN PRODUCTS</u> (Community & Leg)
- E. <u>ADOPT POSITION ON AB 2142 INCOME TAXES: EXCLUSION: TURF</u> <u>REPLACEMENT WATER CONSERVATION PROGRAM</u> (Community & Leg)

- F. <u>ADOPT POSITION ON AB 2247 PFAS PRODUCTS PUBLICLY ACCESSIBLE</u> <u>REPORTING PLATFORM</u> (Community & Leg)
- G. <u>AGENCY-WIDE ROOFING REPLACEMENT PHASE III CONSTRUCTION</u> <u>CONTRACT AWARD</u> (*Eng*, *Ops & WR*)
- H. PRADO BASIN ASSET RETROFIT PROJECT CONSTRUCTION CONTRACT AWARD (Eng, Ops & WR)
- I. <u>RP-1 & RP-4 AMMONIA AND FREE CHLORINE ANALYZERS CONSTRUCTION</u> <u>CONTRACT AWARD</u> (Eng, Ops & WR) (Finance & Admin)
- J. <u>RP-1 INTERMEDIATE PUMP STATION IMPROVEMENTS CONSULTANT</u> <u>CONTRACT AWARD</u> (*Eng*, *Ops & WR*)
- K. <u>REPET INC. INLAND EMPIRE BRINE LINE CAPACITY UNIT SALE</u> (Eng, Ops & WR)
- L. <u>AWARD OF AGENCY-WIDE SECURITY GUARD SERVICES</u> (Finance & Admin)

M. <u>AUTHORIZATION AND APPROVAL OF WATER INFRASTRUCTURE FINANCE</u> <u>AND INNOVATION ACT LOAN AGREEMENT</u> (*Finance & Admin*)

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR TULE, AGENDA ITEM NOS. 2A THROUGH 2M WERE APPROVED AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes:	Camacho, Elie, Hall, Hofer, Tule
Noes:	None
Absent:	None

- Approved the minutes of the February 2, 2022 and February 16, 2022 Board Meeting.
- Approved the total disbursements for the month of January 2022, in the amount of \$25,376,599.76
- Adopted positions of "Support" for Assembly Bill 1845 (Calderon), Senate Bill 991 (Newman), Assembly Bill 2787 (Quirk), Assembly Bill 2142 (Gabriel), and Assembly Bill 2247 (Bloom).
- Awarded a construction contract for the Agency-Wide Roofing Phase III, Project No. FM21005.01, to Best Contracting Services, Inc., in the amount of \$1,536,666; approved a FY 2021/22 budget transfer from the Agency-Wide Roofing, Project No. FM21002 to Agency-Wide Roofing Phase III, Project No. FM21005, in the amount of \$300,000; and authorized the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.
- Awarded a construction contract for the Prado Basin Asset Retrofit, Project Nos.

EN22057, EN22058, and EN22059, to Sancon Technologies, Inc., in the amount of \$271,200; approved a total project budget and FY 2021/22 budget to the Prado Basin Asset Retrofit RW, Project No. EN22058, in the amount of \$140,000, and to the Prado Basin Asset Retrofit NRW, Project No. EN22059, in the amount of \$150,000 (total aggregate of \$340,000); and authorized the General Manager to execute the construction contract and project budgets, subject to non-substantive changes.

- Awarded a construction contract for the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, to Big Sky Electric, Inc. in the amount of \$281,300; approved a total project budget transfer and FY 2021/22 budget transfer from the Chemical Containment Area Rehab Phase 2, Project No. EN22043, to the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, in the amount of \$120,000; and authorized the General Manager to execute the construction contract and budget transfer, subject to nonsubstantive changes.
- Awarded a consultant contract for the RP-1 Intermediate Pump Station Improvements, Project No. EN22031, to GHD, in the amount of \$1,084,900; and authorized the General Manager to execute the contract, subject to nonsubstantive changes.
- Approved the sale of one (1) Brine Line Capacity Unit to RePET for \$215,000; and authorized the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.
- Approved the award of Contract No. 4600003123 to MPS/National Business Investigations, Inc. to provide Agency-Wide Security Guard Services for a total contract price not-to-exceed amount of \$1,400,000 over five years; and authorized the General Manager to execute the service contract, subject to nonsubstantive changes.
- Adopted Resolution No. 2022-3-3, authorizing the WIFIA Loan Agreement between the Agency, the CBRFA, and the EPA to finance a portion of the Program for a not-to-exceed amount of \$120,000,000, excluding interest and other related costs, effective March 23, 2022, and a final maturity of November 1, 2060; approved the WIFIA Installment Purchase Agreement between the CBRFA and the Agency for the acquisition of the WIFIA portion of the Program, and other related substantially final drafts of the financing documents that have been prepared; and authorized the General Manager to execute such documents, subject to non-substantive changes.

3. ACTION ITEM

A. ADOPTION OF RESOLUTION NO. 2022-3-4, AUTHORIZING IEUA TO EXECUTE AN INSTALLMENT SALE AGREEMENT UNDER THE CLEAN WATER STATE REVOLVING FUND PROGRAM

Manager of Grants Jesse Pompa provided the staff presentation.

MOVED BY DIRECTOR HALL, SECONDED BY DIRECTOR HOFER, THE BOARD ADOPTED RESOLUTION NO. 2022-3-4, AUTHORIZING IEUA TO ENTER INTO AN INSTALLMENT SALE AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND DESIGNATED THE GENERAL MANAGER TO SIGN, FOR AND ON BEHALF OF IEUA, THE FUNDING AGREEMENT FOR THE LOWER DAY BASIN IMPROVEMENTS PROJECT AND ANY NON-SUBSTANTIVE AMENDMENTS, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

4. **INFORMATION ITEMS**

A. <u>IEUA – METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA TERM</u> <u>SHEET FOR CHINO BASIN PROGRAM | WATER STORAGE INVESTMENT</u> <u>PROGRAM ENVIRONMENTAL WATER EXCHANGE</u>

Chino Basin Program Manager Elizabeth Hurst provided the staff presentation and an update on activities related to the Chino Basin Program.

B. WORKFORCE DEMOGRAPHICS

Manager of Human Resources Alex Najera provided the staff presentation. General Manager Deshmukh explained that staff intends to provide this report on a regular basis.

C. SEMI-ANNUAL GRANTS UPDATE

Manager of Grants Jesse Pompa provided the staff presentation.

D. FISCAL YEAR 2022/23 – 2031/32 TEN-YEAR CAPITAL IMPROVEMENT PLAN & TEN-YEAR FORECAST

Environmental Resources Planner I William McDonnell provided the staff presentation.

E. WATER SUPPLY UPDATE

Senior Engineer Joshua Aguilar provided the staff presentation.

F. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (Eng, Ops & WR)

Manager of Engineering & Construction Management Jason Marseilles provided an update on the following projects: Collection System Asset Management; RP-1 Dewatering Building Vertical Conveyor Repairs; RP-1 TP-1 Bleach Mixing Repairs; and RP-1 Aeration Membrane Replacement.

THE FOLLOWING ITEMS WERE RECEIVED AND FILED BY THE BOARD

G. <u>ACCOUNTS PAYABLE OPERATIONAL AND INTERNAL CONTROL AUDIT</u> <u>REPORT – REVIEW OF PROCURE TO PAY PROCESSES FOR PROFESSIONAL</u> <u>SERVICES – ENGINEERING & CONSTRUCTION MANAGEMENT</u> (Audit)

- H. <u>QUARTERLY UPDATE FOR AUDIT RECOMMENDATIONS RELATED TO THE</u> <u>REVIEW OF PROCURE TO PAY PROCESSES FOR CHEMICALS</u> (Audit)
- I. <u>INTERNAL AUDIT DEPARTMENT QUARTERLY STATUS REPORT FOR MARCH</u> <u>2022</u> (Audit)
- J. <u>STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS</u> (Comm & Leg Affairs)
- K. <u>FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL</u> <u>STRATEGIES</u> (Comm & Leg Affairs)
- L. <u>PUBLIC OUTREACH AND COMMUNICATION</u> (Comm & Leg Affairs)
- M. <u>RECYCLED WATER GROUNDWATER RECHARGE UPDATE</u> (Eng, Ops & WR)
- N. <u>RP-5 EXPANSION PROJECT UPDATE: MARCH 2022</u> (Eng, Ops & WR)
- O. <u>TREASURER'S REPORT OF FINANCIAL AFFAIRS</u> (Finance & Admin)
- P. <u>FY 2021/22 2ND QUARTER BUDGET VARIANCE REPORT</u> (Finance & Admin)

5. AGENCY REPRESENTATIVES' REPORTS

A. SANTA ANA WATERSHED PROJECT AUTHORITY REPORT

Director Tule reported that at the March 15 Board meeting, the Commission approved the recommendation of the Small Community Grant Assistance Program Review Committee to prepare a grant application for the Box Springs project and directed the General Manager to authorize a work order to execute Phase II of the Agreement with Cal Rural Water for a not-to-exceed amount of \$15,000.

B. METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA REPORT

General Manager Shivaji Deshmukh reported that in February, staff reported that MWD had introduced its Biennial Budget for FYs 2022/23 and 2023/24 of \$2.2 billion and \$2.3 billion, respectively and that the ten-year forecast projected Tier 1 rate increases for untreated water expected to increase from \$799/AF today to \$1,412/AF by 2032. MWD's Board has held three workshops on the proposed biennial budget and rates and is set to hold at least one more next Tuesday before considering their adoption in April. He added that Director Hofer had previously inquired what the increase in MWD's rate increases would look like with the addition of two major projects that MWD is currently considering: Regional Recycled Water Program (RRWP) and Delta Conveyance. While only planning costs for both projects are included in the biennial budget and proposed rates and charges for CYs 2023 and 2024, the estimated cost of the implementation of the RRWP is included in the longterm rate forecast. MWD estimates that the cost of Delta Conveyance would represent an annual rate increase of 6.5 percent instead of 5 percent, so instead of a Tier 1 rate of \$1,412/AF in 2032, we could expect an increase to \$1,576/AF in 2032 - a difference of \$164/AF, or about 12 percent, in 2032.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

Director Tule reported that at the March 3 Regional Sewerage Program Policy Committee meeting, the Committee heard routine items.

D. CHINO BASIN WATERMASTER REPORT

President Elie reported that at the February 24 Chino Basin Watermaster Board meeting, the Board recommended that staff obtain, on an annual basis, 20-year operating plans for pumping and use of managed storage to assist in developing strategies to prevent material physical injury to the basin. The Safe Yield Data Collection and Evaluation Update is underway, and the draft report is expected in April. And lastly, the Prado Basin Habitat Sustainability Committee is preparing the annual report to be published later this fiscal year.

E. CHINO BASIN DESALTER AUTHORITY REPORT

Director Tule reported at the March 3 Special Chino Basin Desalter Authority Board meeting, the Board considered several routine items.

F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT

Director Hofer reported that at the February 7 Special IERCA meeting, the Board reauthorized holding meetings remotely under AB 361 conditions.

6. <u>GENERAL MANAGER'S REPORT</u>

General Manager Deshmukh stated that the laboratory wrapped up a biennial assessment last week as a requirement for continued state certification. This was the first assessment under the new regulations and despite uncertainty of its outcome, it was largely a success with few minor findings. The assessor specifically made note of the high quality of data the lab is generating; and the exceptional staff at IEUA who engaged in the process and were open and willing to ask questions, assuring the assessor of IEUA's commitment to quality and determination to improve.

On Wednesday, March 9, IEUA and LifeStream Blood Bank hosted a Blood Drive at IEUA's Headquarters. There was a total of 22 donors and they were able to collect 23 pints of blood- enough to save nearly 70 lives.

Staff continues to track the use of teleconference options for meetings and the state of emergency.

7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

Director Tule requested a breakdown of the projects that W.M. Lyles is working on with the Agency and information on their safety record.

Director Hall requested an update on fleet management and how best to address escalating fuel costs.

Director Hofer requested an update on how the increased cost of materials and services is affecting the Agency.

8. <u>DIRECTORS' COMMENTS AND CONFERENCE REPORTS</u>

Director Hall stated she attended the CASA Washington D.C. Policy Forum from February 28 through March 1.

President Elie stated that he attended the League of Cities Inland Empire Event on February 17; the Chino State of the City on February 22; and the MWDOC Water Policy

Forum & Dinner on February 23. He noted that he provided a presentation on IEUA and the drought to the Rancho Del Chino Rotary on March 15.

9. <u>CLOSED SESSION</u>

The Board recessed to Closed Session at 12:24 p.m.:

A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1</u> <u>CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION</u> Two Cases

The meeting resumed at 12:34 p.m., and General Counsel Jean Cihigoyenetche stated that the Board did not take any reportable action in Closed Session.

ADJOURNMENT

President Elie adjourned the meeting at 12:34 p.m.

Marco Tule, Secretary/Treasurer

APPROVED: APRIL 20, 2022





Date: April 20, 2022To: The Honorable Board of DirectorsCommittee: Finance & Administration

From: Shivaji Deshmukh, General Manager 04/13/22

SSD

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Report on General Disbursements

Executive Summary:

Total disbursements for the month of February 2022 were \$26,230,056.38. Disbursement activity included check payments of \$1,412,401.88 to vendors and \$6,608.80 for worker's compensation related costs. Electronic payments included the Automated Clearing House (ACH) of \$18,644,273.90 and wire transfers (excluding payroll) of 4,509,642.49. The total payroll was \$1,649,865.08 for employees and \$7,264.23 for the Board of Directors.

Staff's Recommendation:

Approve the total disbursements for the month of February 2022 in the amount of \$26,230,056.38.

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

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On March 16, 2022 the Board of Directors approved the January 2022 Report on General Disbursements totaling \$25,376,599.76.

Environmental Determination:

Not Applicable

Business Goal:

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

Attachments:

Attachment 1 - Background Attachment 2 - Details of General Disbursements Attachment 3 - PowerPoint



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.

Attachment	Payment Type		Amount					
2A	Vendor Checks	\$	1,412,401.88					
2B	Workers' Comp Checks	\$	6,608.80					
2C	Vendor ACHs	\$	18,644,273.90					
2D	Vendor Wires (excludes Payroll)	\$	4,509,642.49					
2E	Payroll-Net Pay-Directors	\$	7,264.23					
2F	Payroll-Net Pay-Employees	\$	1,649,865.08					
	Total Disbursements \$26,230,056.38							

Table 1: Disbursement Details

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

Vendor	Amount	Description
WM LYLES COMPANY	\$ 8,676,447.30	Professional Svc's for EN17110-RP-4 Process Improvements; EN18006 RP-1 Flare Improvements; EN19001- RP-5 Expansion to 30 mgd; EN19006- RP-5 Biosolids Facility.
MWD	\$ 3,032,573.90	December 2021 Water Purchases
STATE WATER RESOURCES CONTROL BOARD	\$ 2,493,894.92	SRF Loan Pymt #10 C065327-110 SRF Loan Pymt #03 C067885-110
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY	\$ 1,289,626.52	10/21 - 12/21 RP1 & RP2 Biosolids
SO CALIF EDISON	\$ 748,658.72	12/28/21 – 02/15/22 Electricity
INTERNAL REVENUE SERVICE	\$ 708,753.97	PP#03, #04, #203; Dir PP# 02 Taxes
CUCAMONGA VALLEY WATER DISTRICT	\$ 589,380.70	Refund 07/21-09/21 Cutomer Overpayment
CAROLLO ENGINEERS	\$ 564,260.02	Professional Svc's for EN 17043 RP4 Primary Clarifer Rehab; EN24001 RP1 Liquid Trtmnt Capacity Recovery; EN24002 RP1 Solids Trrtmnt Exp; RW15003 Recharge Master Plan Projects; WR21031 Recycled Water Rate Study.
PERS	\$ 517,584.73	02/22 Health Ins; P/R 03 Def Comp; Admin Fees 20/21
CDM SMITH	\$ 514,020.69	Professional Svc's for EN17006 CCWRF Asset Mgmt Imprv; EN19024 Collection System Asset Mgmt Assessment

Attachment 2A

Vendor Checks

Inland	Empire	Util.Agency
Chino,	CA	
Company	code	1000

Check Register CBB Disbursement Account -Feb'22

ONTARIO CA 917610000

Bank Bank Ke

Bank	CEB		CITIZENS BUSINESS BANK								
Bank Key Acct number	1222341 CHECK		231167641								
Check		14									
Check number from to		Payment	Pmnt date	Crcy	Amount	paid	(FC)	Recij			

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
234893	2200119790	02/03/2022	USD	384.08	AIRGAS WEST INC PASADENA CA	02/07/2022
234894	2200119802	02/03/2022	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS IX	02/14/2022
234895	2200119788	02/03/2022	USD	310.26	BRENNER-FTEDLER & ASSOCIATES IRIVERSIDE CA	02/08/2022
234896	2200119792	02/03/2022	USD	1,435.80	CINIAS CORPORATION ONIARIO CA	02/10/2022
234897	2200119799	02/03/2022	USD		CIPO CLOUD SOFTWARE INC CORONA CA	02/08/2022
234898	2200119798	02/03/2022	USD		DENALI WATER SOLUTIONS LLC SAN BERNARDINO CA	02/10/2022
234899		02/03/2022		2,620.70	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	02/10/2022
234900	2200119800	02/03/2022	USD	8,154.44	FLYERS ENERGY LLC AUBURN CA	02/10/2022
234901		02/03/2022		1 '	IDEXX DISTRIBUTION INC WESTBROOK ME	02/09/2022
234902	2200119803	02/03/2022	USD		PERS LONG TERM CARE PROGRAM PASADENA CA	02/09/2022
234903	2200119795	02/03/2022	USD		QUINN COMPANY CITY OF INDUSTRY CA	02/09/2022
234904	2200119797	02/03/2022	USD		RINCON CONSULTANTS INC VENTURA CA	02/08/2022
234905	2200119793	02/03/2022	USD	362.63	SCP SCIENCE BAIE D'URFE QC	02/22/2022
234906	2200119791	02/03/2022	USD	65.12	SOUTH COAST AQMD DIAMOND BAR CA	
234907	2200119801	02/03/2022	USD	850.00	STUMP FENCE CO GLENDORA CA	02/11/2022
234908	2200119796	02/03/2022	USD	3,278.50	SULZER ELECTRO-MECHANICAL SERVCOLION CA	02/11/2022
234909	2200119789	02/03/2022	USD	1,653.69	WWR INTERNATIONAL LLC RADNOR PA	02/09/2022
234910	2200119804	02/03/2022	USD	25.00	WILCO LIFE INSURANCE COMPANY CHARLOTTE NC	02/28/2022
234911	2200119957	02/10/2022	USD	52.80	AIRGAS WEST INC PASADENA CA	02/15/2022
234912	2200119970	02/10/2022	USD	4,757.10	BRAX COMPANY INC VALLEY CENTER CA	02/16/2022
234913	2200119959	02/10/2022	USD	30.00	CALIF DEPT OF FISH AND WILDLIFONIARIO CA	02/18/2022
234914	2200119960	02/10/2022	USD	5,748.75	CALIF DEPT OF FISH AND WILDLIFONIARIO CA	02/28/2022
234915	2200119969	02/10/2022	USD	408.14	CINIAS CORFORATION OMIARIO CA	02/22/2022
234916	2200119961	02/10/2022	USD	589,203.44	CUCAMONGA VALLEY WATER DISTRICRANCHO CUCAMONGA CA	02/17/2022
234917	2200119975	02/10/2022	USD	319.26	DENALI WATER SOLUTIONS ILC SAN BERNARDINO CA	02/18/2022
234918	2200119977	02/10/2022	USD	19,547.95	EMPLOYMENT DEVELOPMENT DEPARIMSACRAMENTO CA	02/15/2022
234919	2200119978	02/10/2022	USD	81.50	FRANCHISE TAX BOARD SACRAMENTO CA	02/24/2022
234920	2200119976	02/10/2022	USD	1,087.22	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	02/22/2022
234921		02/10/2022		4,070.00	MIELE INC PRINCETON NJ	02/22/2022
234922	2200119973	02/10/2022	USD	630.33	RINCON CONSULTANTS INC VENTURA CA	02/15/2022
234923	2200119974	02/10/2022	USD	11,125.00	SAGE GROUP TECHNOLOGIES, INC HAZLET NJ	02/16/2022
234924	2200119967	02/10/2022	USD	2,804.56	SKALAR INC BUFORD GA	02/18/2022
234925		02/10/2022		810.00	SOUTHWEST MEMBRANE OPERATOR ASSTUART FL	02/17/2022
234926		02/10/2022		54,291.00	STATE WATER RESOURCES CNIRL BORIVERSIDE CA	03/17/2022
234927		02/10/2022			SUMMIT SAFETY ILC BROOKSVILLE FL	02/15/2022
234928		02/10/2022			THREE VALLEYS MWD CLAREMONT CA	02/22/2022
234929		02/10/2022			TONY PAINTING GARDEN GROVE CA	02/18/2022
234930		02/10/2022		· ·	TRANSCAT INC ROCHESTER NY	02/16/2022
234931		02/10/2022			VERIZON WIRELESS DALLAS TX	02/23/2022
234932		02/10/2022			WORLDWIDE EXPRESS PASADENA CA	02/14/2022
234933		02/17/2022			BURRIEC WASTE INDUSTRIES INC FONTANA CA	02/23/2022
234934		02/17/2022			CINIAS FIRST AID & SAFETY LOCCINCINNALI OH	02/28/2022
234935		02/17/2022			CITY OF CHINO CHINO CA	02/24/2022
234936		02/17/2022			CUCAMONGA VALLEY WATER DISTRICLOS ANGELES CA	02/23/2022

Inland Empir	e Util.Agency
Chino, CA	
Company code	1000

CEB

Check Register CBB Disbursement Account -Feb'22

CINTARIO CA 917610000

Bank

Bank Key

CITIZENS BUSINESS BANK 122234149

Acct number C	HECK 23	1167641				
Check.		11				
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
234937	2200120006	02/17/2022	USD	2,564.16	FLYERS ENERGY LLC AUBURN CA	02/24/2022
234938	2200120009	02/17/2022	USD	712.93	FONTANA WATER COMPANY FONTANA CA	02/24/2022
234939	2200120012	02/17/2022	USD	4,891.16	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	02/28/2022
234940	2200119999	02/17/2022	USD	1,103.63	MIELE INC PRINCEION NJ	02/24/2022
234941	2200120004	02/17/2022	USD	1,595.06	PSA PRINT GROUP RANCHO CUCAMONGA CA	02/23/2022
234942	2200119994	02/17/2022	USD	93.71	RBM LOCK & KEY ONTARIO CA	02/24/2022
234943	2200119998	02/17/2022	USD	11,443.54	SIERRA INSTRUMENTS INC MONTEREY CA	02/24/2022
234944		02/17/2022			THE SHREDDERS COMMERCE CA	03/01/2022
234945	2200119995	02/17/2022	USD		TRENCH SHORING CO LOS ANGELES CA	02/24/2022
234946	2200120000	02/17/2022	USD	31,000.88	U S BANK ST LOUIS MO	02/25/2022
234947		02/17/2022		574.56	UNIMEASURE INC CORVALLIS OR	02/23/2022
234948	2200120002	02/17/2022	USD	4,912.00	VARIGREEN MECHANICAL SERVICES CERRITOS CA	03/04/2022
234949	2200120010	02/17/2022	USD	936.54	VERIZON BUSINESS ALBANY NY	02/23/2022
234950	2200120005	02/17/2022	USD	4,875.00	WELLINGTON LABORATORIES LLC OVERLAND PARK KS	03/01/2022
234951	2200119996	02/17/2022	USD		WM CORPORATE SERVICES INC LOS ANGELES CA	02/25/2022
234952	2200120175	02/24/2022	USD	352.32	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	03/01/2022
234953	2200120187	02/24/2022	USD	5,887.18	BANK OF AMERICA, N.A. CHARLOTTE NC	02/28/2022
234954	2200120189	02/24/2022	USD	15,021.33	CALIFORNIA WATER EFFICIENCY SACRAMENTO CA	03/04/2022
234955	2200120184	02/24/2022	USD		CHARLES KING COMPANY INC SIGNAL HILL CA	03/02/2022
234956	2200120182	02/24/2022	USD		CINTAS CORPORATION ONTARIO CA	03/02/2022
234957	2200120178	02/24/2022	USD	4,007.84	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	03/07/2022
234958		02/24/2022			CITY OF CHINO CHINO CA	03/02/2022
234959	2200120191	02/24/2022	USD		DENALI WATER SOLUTIONS LLC SAN BERNARDINO CA	03/02/2022
234960	2200120177	02/24/2022	USD		ENVIRONMENTAL EXPRESS CHARLESTON SC	
234961	2200120196	02/24/2022	USD		FRANCHISE TAX BOARD SACRAMENTO CA	03/09/2022
234962	2200120195	02/24/2022	USD		FRONTIER COMMUNICATIONS CORP CINCINNATI OH	03/07/2022
234963		02/24/2022			NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	03/07/2022
234964	2200120188	3 02/24/2022	USD		NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	03/02/2022
234965		02/24/2022			ONTARIO MUNICIPAL UTILITIES COONTARIO CA	03/01/2022
234966		02/24/2022			ORACLE AMERICA INC SAN FRANCISCO CA	02/28/2022
234967		02/24/2022			QUADIENT LEASING USA INC MILFORD CT	03/07/2022
234968		02/24/2022			RADWELL INTERNATIONAL INC WILLINGBORO NJ	03/04/2022
234969		02/24/2022			RAINBOW BOLT & SUPPLY RIVERSIDE CA	03/01/2022
234970		2 02/24/2022			SPECIFIC SYSTEMS LLC TULSA OK	03/02/2022
234971	2200120190	02/24/2022	USD	159,638.00	THARSOS INC LA MESA CA	03/03/2022
234972		02/24/2022			voided by SHEATH - Printed incorrectly	02/24/2022
234973	2200120181	02/24/2022	USD	1,571.81	WORLDWIDE EXPRESS PASADENA CA	02/28/2022
* Payment method Check			USD	1,412,401.88		

Total of all entries				Check Reg CBB Disbursement A		03/30/2022 / User: Page:	14:46:24 CCAMPBEL 3
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void
**			USD	1,412,401.88			

Attachment 2B

Workers' Comp Checks

Inland Empire Util.Agency Thino, CA Company code 1000				CBB	Check Reg. Workers Compensatio		2 / 19:04:19 CCAMPBE
Bank Bank Key Acct manber	149	TIZENS BUSI	NESS BA	ANK	ONTARIO	CA 917610000	
Checks created manual	ly						
Check number from to	•	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./vo
100021		2200120894	02/02/2022	USD	154.62	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS 'IN	
100022		2200120895	02/02/2022	USD	55.50	SEDEWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100023		2200120896	02/09/2022	USD	403.63	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100024		2200120897	02/09/2022	USD	5,056.50	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100025			02/09/2022		11.30	SEDEWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100026		2200120899	02/16/2022	USD	189.72	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100027		2200120900	02/16/2022	USD	345.00	SEDEWICK CLAIMS MANAGEMENT SVOMEMPHIS TN	
100028		2200120901	02/16/2022	USD	74.00	SEDEWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100029		2200120902	02/16/2022	USD	35.00	SEDEWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100030		2200120903	02/23/2022	USD	69.62	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100031		2200120906	02/23/2022	USD	55.50	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
100032		2200120907	02/23/2022	USD	158.41	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN	
* Payment method Check	s creat	ed manually		USD	6,608.80		

Total of all entries			03/30/2022 / User: Page:	19:04:19 CCAMPBEL 2			
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void
**			USD	6,608.80			

Attachment 2C

Vendor ACHs

	: ZFIR TREASURER Inland Empire Utilitie /01/2022 ~ 02/28/2022 Treasurer Report		Page Date	1 03/30/202
Check	Payee / Description			Amoun
ACH	US BANK VOYAGER FLEET SYSTEMS			
		3693150932152		13,595.28
	US BANK VOYAGER FLEET	SYSTEMS \$		13,595.28
ACH	CALIFORNIA WATER TECHNOLOGIES			
	CCWRP-18,050.52 Lbs Ferric Chloride Solu 4 RP2-17,567.68 Lbs Ferric Chloride Soluti 4			5,697.02
	RP1-18,545.28 lbs Ferric Chloride Soluti 4			5,544.62
		41073		5,701.67
	RP2-17,019.52 Lbs Ferric Chloride Soluti 4			5,736.41
	RP2-17,979.68 Lbs Ferric Chloride Soluti 4			6,060.03
		40243		5,787.52
	PhilLfStn-17,287.20 Lbs Ferric Chloride	40347		5,456.10
	CALIFORNIA WATER TECHN	NOLOGIES \$		46,234.03
ACH	FIREHAWK FIRE & SAFETY			
	RCA-Annl Fire Inspections-Sprinklers, Hyd H	E210929643		3,114.95
	FIREHAWK FIRE & SAFETY	Y \$		3,114.95
ACH	SO CALIF EDISON			
	VctrBsn/MWDCB11-12/18-1/19 Victoria St/B (128.63
		3003058251 1/ 3004147332 1/		6,352.09 39.82
		0478658163 1/		156.64
		3002166155 1/		29.21
		8000414223 1/		32,805.58
	MWDTrnt18-12/17-1/18 13400 Betsy Ross Ct 8			37.85
		3000031936 1/		22.76
	RP2MntLnchRm-12/17-1/18 16400 El Prado R & MntclSpltBx-12/17-1/18 11294 Roswell Ave &			4,239.28 84.29
	SO CALIF EDISON	\$		43,896.15
ACH	ASSOC OF CALIFORNIA WATER AGEN			
ACII		110726-2022		36,010.00
	ASSOC OF CALIFORNIA WA	איידים אליביאול		36,010.00
		AIER AGENŞ		36,010.00
ACH	AQUA BEN CORPORATION Hydrofloc 750A 275 Gal tote 4	43726		27,359.88
		43736		6,493.02
		43733		38,958.09
	AQUA BEN CORPORATION	\$		72,810.99
ACH	HASCO OIL COMPANY, INC.			
	RP1Mnt-Mobil SHC 630 - 2 Drums	0243626-IN		9,616.35
	HASCO OIL COMPANY, INC	C. \$		9,616.35
ACH	J G TUCKER & SON INC			
	Hydrogen, Methane, Zero Air	16946		811.24
		\$		811.24

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ACH	NAPA GENUINE PARTS (Battery,Core and Bat Battery and Core Oil Filter,Air Filte	ttery Brush	4584-356615 4584-355874 4584-357154 OMPANY \$		183.61 190.51 80.10 454.22
ACH	ROYAL INDUSTRIAL SO Wire Mrkr Book, Angle Conduit, PVC, Elbow PVC/SPOS/PVC UPS Contact Block		6441-1040428 6441-1042880 6441-1042791 6441-1042325 6441-1041821 UTIONS \$		339.91 1,160.10 1,050.56 1,339.20 56.81 3,946.58
ACH	SOUTHWEST ALARM SER RP4 EN17110.00 Perin 1/2022 Monitoring Se	VICE meter Beam System	074778 075758		1,395.44 4,852.00 6,247.44
ACH	UNIVAR SOLUTIONS US CCWW 12,160 Lbs Sod TP1 12,680 lbs. So	ium Bisulfite	49756477 49764224 INC \$		4,887.20 5,096.19 9,983.39
ACH	WAXIE SANITARY SUPP Bleach,Dish Soap,Cl	LY n&Soft,Eco Logo,Winde	80577406		2,589.29
		WAXIE SANITARY SUPPL	Y \$		2,589.29
ACH	Replace Rear Tires Replace 2 Tires Tru Flat Repair Labor F	on Truck #1601 ire, Nail in Tire Tru on Truck #0416	554068-00 553896-00 553320-00		568.41 130.54 416.87 612.41 202.98 41.54
		PETE'S ROAD SERVICE	\$		1,972.75
ACH	GRAINGER INC RP1 Rubber Boot RP1 GP Motor,Cordle RP1 Linear Actuator RP1 Rubber Boot RP1 Leather Gloves RP1 Rubber Boot RP1 Rubber Boot,Fac	eshield,Ear Plugs,Gla			36.77 301.69 560.34 18.38 273.60 18.38 1,019.66
		GRAINGER INC	\$		2,228.82
ACH	CDM SMITH INC EN19024 7/4-7/31/21	Prof Svcs	90133856	-	73,645.64
		CDM SMITH INC	\$		73,645.64

Check	Payee / Description		Amount
ACH	DELL MARKETING L P 1RP-1 Thunderbolt Dock-WD19TBS	10520410688	5,445.69
	DELL MARKETING L P	\$	5,445.69
ACH	ENVIRONMENTAL CONSULTING & TES 3 Liter YCT and 3 Liter Algae	139	210.00
	ENVIRONMENTAL CONSULT	TING & TES\$	210.00
ACH	CAROLLO ENGINEERS WR21031-11/21 Prof Svcs EN17043/EN17110-8/21 Prof Svcs EN17043/EN17110-11/21 Prof Svcs RW15003-11/21 Prof Svcs EN24001/EN24002-7/21 Prof Svcs EN24001/EN24002-8/21 Prof Svcs EN24001/EN24002-9/21 Prof Svcs EN17043,EN17110and EN19010 Prof. Srvs EN17043,EN17110,EN17043 Insp. Srvs. EN17043,EN17110,EN19010 Prof. Svcs EN17043,I110/PA17006-11/21 Prof Svcs	FB18076 FB14792 FB18005 FB17486 FB13732 FB14621 FB15910R FB13734 FB14503 FB15646 FB17993	8,877.60 13,087.50 5,991.53 24,003.70 31,911.75 14,441.43 186,480.36 27,426.60 29,030.40 31,852.80 36,978.17
	CAROLLO ENGINEERS	\$	410,081.84
ACH	Suction Valve, Discharge Repair	70451990 70958475 69552726 70245703 70027876 69942249 69490517 69404408 69233924 69467908 70291391 69218469 70741863 69001390	741.38 2,532.31 1,064.96 116.25 1,502.21 202.30 208.95 154.57 444.61 643.89 148.56 212.45 304.17 2,299.17 103.42 468.80
	MCMASTER-CARR SUPPLY	CO \$	11,148.00
ACH	YSI INCORPORATED Pump Tubes,Reagent-Base	904247	564.62
	YSI INCORPORATED	\$	564.62
ACH	RESTEK CORP Pesticide Mix, Pest Mix, VOA Mix	CD50230714	252.42
	RESTEK CORP	\$	252.42
ACH	W M LYLES COMPANY EN18006-12/21 Pay Est 17	PE 17-EN1800	68,086.76
	W M LYLES COMPANY	\$	68,086.76

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ACH	RSD RP1 Pleated Filter Interchange RP1 Power Switching Relay RP1 Refrigerant Cylinder	55355882-00 55357364-00 55357455-00	 850.28 39.56 1,536.84
	RSD	\$	2,426.68
ACH	SAP PUBLIC SERVICES INC 1/22-12/22 SAP BusObj Enterprise Suppo	ort 201100084043	 16,839.90
	SAP PUBLIC SERVIC	ES INC \$	 16,839.90
ACH	SCW CONTRACTING CORPORATION EN22002-12/21 Pay Est 15	PE 15-EN22002	 25,013.50
	SCW CONTRACTING C	ORPORATION \$	25,013.50
ACH	TP1 4,828 Sodium Hypochlorite RP4 4,470 Sodium Hypochlorite TP1 4,800 Sodium Hypochlorite TP1 4,828 Sodium Hypochlorite	3000061027 3000060518 30000612234 3000061626 3000061026 3000061026 3000060516 3000059024	4,457.88 4,483.50 4,417.62 4,353.78 4,675.20 4,417.62 4,673.25 4,395.66
	OLIN CORP	\$	 35,874.51
ACH	BIOTAGE LLC Air Supply Line Cap Adapter	140800 148939	 77.10 58.41
	BIOTAGE LLC	\$	135.51
ACH	ROGERS ANDERSON MALODY & SCOTT RFP Audit assistance Prof. Servs	66598	 2,062.50
	ROGERS ANDERSON M	ALODY & SCOTT\$	 2,062.50
ACH	LILLESTRAND LEADERSHIP CONSULT 11/2021 One on One Coaching SD 12/2021 One on One Coaching CD	7556 7573	 452.50 452.50
	LILLESTRAND LEADE	RSHIP CONSULT\$	905.00
ACH		042499 042434 042455 042456 042465 042467 042470 042472 042472 042474 042482 042483	35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00

Check	Payee / Description			Amount
	Smog Inspection Unit #0401	042496		35.00
	Smog Inspection Unit #0413	042498		35.00
	KIM'S MASTER AUTO RE	PAIR \$		455.00
ACH	GHD INC EN17042- 7/31 Prof. Servs. Thru 10/30/21 Prof Svcs EN20056 9/25/21 Prof Svcs EN17042.00 Prof Svcs RP1 Digester 6&7 Roof Repairs	380-0000941 380-0004137 380-0002819 380-0006034 380-0003142		7,626.25 8,229.00 6,487.00 4,761.00 36,337.68
	GHD INC	\$		63,440.93
ACH	AUTOZONE PARTS INC Inv-Gloves-Disposible Nitrile	5618481953		3,996.23
	AUTOZONE PARTS INC	\$		3,996.23
ACH	CALIFORNIA WATER TECHNOLOGIES 18,739.98 Lbs Ferric Chloride Solution 17,128.92 Lbs Ferric Chloride Solution 18,829.86 Lbs Ferric Chloride Solution 18,294.72 Lbs Ferric Chloride Solution 17,591.52 Lbs Ferric Chloride Solution 16940.78 Lbs Ferric Chloride Solution 17,959.2 Lbs Ferric Chloride Solution	41088 40887 41104 41080 40951 40971 41059		6,316.29 5,773.29 6,346.59 6,166.21 5,929.20 5,709.86 6,053.13
	CALIFORNIA WATER TEC	HNOLOGIES \$		42,294.57
ACH	FRESNO FIRST BANK EN18006-12/21 Pay Est 17	PE 17-EN1800	6	3,583.51
	FRESNO FIRST BANK	\$		3,583.51
ACH	TITUS INDUSTRIAL GROUP INC RP4 Composite Cover TwistLift	9062		1,427.01
	TITUS INDUSTRIAL GRO	OUP INC \$		1,427.01
ACH	MANAGED MOBILE INC Repairs/Parts and Labor Vhl 0713 Inspect Fuel Pump and Replace Battery #C	IN00-0233941 IN00-0234207		212.38 2,766.13
	MANAGED MOBILE INC	\$		2,978.51
ACH	FIREHAWK FIRE & SAFETY Annl Fire Inspections-Sprinklers,Hydrant	E211217154		5,126.00
	FIREHAWK FIRE & SAFE	TY \$		5,126.00
ACH	PRIORITY BUILDING SERVICES LLC HQ Carpet Cleaning Due to Flood HQB Clean Up Due To Flood/Water Leak Dec 2021 HQB Carpet Cleaning HQA 10/18 Additional COVID Sanitizing Sv HQA 11/29 Additional COVID Sanitizing Sv November 2021 Janitorial Service December 2021 Janitorial Service	7 80513 80057		150.00 200.00 360.00 100.00 90.00 20,783.74 21,942.46

			Amoun
PRIORITY BUILDING S	SERVICES LLC\$		43,626.20
JC LAW FIRM 12/21 General Legal 12/21 Regional Contract 12/21 Watermaster 12/21 IEUA vs Spicer 12/21 Kaiser vs CBWCD (Ely Basin) 12/21 Ortiz vs IEUA 12/21 Fontana vs ADO 12/21 Romero vs IEUA	1042 1036 1038 1037 1039 1040 1034 1041		22,140.00 3,000.00 1,950.00 300.00 60.00 150.00 2,220.00 12,060.00
	ч —		41,000.00
STORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 11/2021 Crtn PickUp/Dlvry/Strg	0170761 0168740		314.10 353.54
STORETRIEVE LLC	\$		667.64
GILLIS + PANICHAPAN ARCHITECTS FM21005-8/21 Prof. Svcs.	108050J	_	4,850.00
GILLIS + PANICHAPAN	I ARCHITECTS\$		4,850.00
101706 CALOLYMPIC SAFETY	2200118803		6,448.42 1,901.70 2,792.23 9.31 155.83 3,442.26 198.45
U S BANK - PAYMENT	PLUS Ş		14,948.20
4600002559 11/12-8/4/21 Prof Svcs			29,426.60
AMAZON BUSINESS Loom tubing,corrugated Split Tubing, co Sandisk Exreme Pro Comp. CURT 55774 Dual-Output Vehicle-Side 7-F Sludge Judge Sampler System	DO 1X1Y-NF9X-HH7 16DK-4RX4-4MX Pi 191D-HDTK-LPF 1KC7-R1C9-JFQ		667.25 245.58 132.95 121.32
AMAZON BUSINESS	\$		1,203.72
PRO-CRAFT CONSTRUCTION INC Plnt 4 admin Bldg Tile & Drywall Repair RP1 Clogged Waterless Urinal	r 21123-1 21111-1		1,449.81 784.06
PRO-CRAFT CONSTRUCT	FION INC \$		2,233.87
	12/21 General Legal 12/21 Regional Contract 12/21 Watermaster 12/21 IEUA vs Spicer 12/21 Kaiser vs CBWCD (Ely Basin) 12/21 Ortiz vs IEUA 12/21 Fontana vs ADO 12/21 Romero vs IEUA STORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 11/2021 Crtn PickUp/Dlvry/Strg STORETRIEVE LLC GILLIS + PANICHAPAN ARCHITECTS FM21005-8/21 Prof. Svcs. GILLIS + PANICHAPAN ARCHITECTS FM21005-8/21 Prof. Svcs. GILLIS + PANICHAPAN WATER WORKS SUPPLY CO 107432 FMC ENGINEERING LLC 104896 WESTERN WATER WORKS SUPPLY CO 100319 MISSION REPROGRAPHICS 107522 LINDSAY ENGINEERING, INC. 107780 SUPERIOR ELECTRIC MOTOR SERVICE 101706 CALOLYMPIC SAFETY U S BANK - PAYMENT MICHAEL BAKER INTERNATIONAL IN 4600002559 11/12-8/4/21 Prof Svcs MICHAEL BAKER INTERNATIONAL IN 4600002559 11/12-8/4/21 Prof Svcs MICHAEL BAKER INTERNATIONAL SUPPLY CO 10318 EXTERME PRO COMP. CURT 55774 DUAL-OUTPUT Vehicle-Side 7-F Sludge Judge Sampler System Fire Extinguisher Inspection Tags AMAZON BUSINESS Loom tubing, COTTUGATED SUPPLY CO Plnt 4 admin Bldg Tile & Drywall Repain RP1 Clogged Waterless Urinal	12/21 General Legal 1042 12/21 Watermaster 1036 12/21 Watermaster 1037 12/21 Kaiser vs CEWCD (Ely Basin) 1039 12/21 Rotaser vs CEWCD (Ely Basin) 1034 12/21 Romero vs IEUA 1040 12/21 Romero vs IEUA 1041 JC LAW FIRM \$TORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 0170761 11/2021 Crtn PickUp/Dlvry/Strg 0168740 \$TORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 0168740 \$TORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 0168740 \$TORETRIEVE LLC 12/2021 Crtn PickUp/Dlvry/Strg 0168740 \$TORETRIEVE LLC 12/21 Porf. Svcs. 108050J GILLIS + PANICHAPAN ARCHITECTS \$ FM21005-8/21 Prof. Svcs. 108050J 104396 WESTERN WATER WORKS SUPPLY CO 2200118895 107432 PMC ENGINEERING, INC. 2200118891 104896 WESTERN WATER WORKS SUPPLY CO 2200118803 107780 SUPERIOR ELECTRIC MOTOR SERVICE I 2200118804 101706 CALOLYMPIC SAFETY 107780 SUPERIO	12/21 General Legal 1042 12/21 Watermaster 1036 12/21 Watermaster 1037 12/21 Kaiser vs CBWCD (Ely Basin) 1039 12/21 Fontana vs ADO 1034 12/21 Romero vs IEUA 1040 12/21 Romero vs IEUA 1041 JC LAW FIRM STORETRIEVE LLC 102/2021 Crtn PickUp/Dlvry/Strg 0170761 11/2021 Crtn PickUp/Dlvry/Strg 0168740 - GILLIS + PANICHAPAN ARCHITECTS 5 - FM21005-8/21 Prof. Svcs. 108050J - GILLIS + PANICHAPAN ARCHITECTS 104895 - 104496 WESTERN WATER WORKS SUPPLY CO 2200118985 - 104396 WESTERN WATER WORKS SUPPLY CO 2200118891 - 104396 WESTERN WATER WORKS SUPPLY CO 2200118895 - 107432 PMC ENGINEERING LLC 2200118896 - 107523 LINDSAY ENGINEERING NRC. 2200118895 - 107524 LINDSAY ENGINEERING, INC. 2200118803 - 01706 CALOLYMPIC SAFETY 2200118803 - - 101706 CALOLYMPIC SAFETY 2200118804 - - <

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		AMERICAN WATER COLLE	GE LLC :		15,920.00
ACH	THE SOLIS GROUP EN18006.00 9/1/21-9	/30/21 Prof. Svcs	7728		1,893.00
<u>.</u>		THE SOLIS GROUP	:	\$	1,893.00
ACH	VIDEO SERVICES EN17110 RP4 Process	Improvements	00193		525.00
		VIDEO SERVICES	:	\$	525.00
ACH	QUINCY COMPRESSOR L Service Contract	LC	583091		14,500.00
		QUINCY COMPRESSOR LL	C a	; ;	14,500.00
ACH	CAPO PROJECTS GROUP Nov 2021 Prof Svcs Oct 2021 Prof Svcs Aug 2021 Profession P328a July 21 Prof July 2021 Profession	al Servies . Srvs. Rachael Solis	5262 5126 4975 4927 4925		580.00 25,359.99 26,519.73 579.99 24,779.59
		CAPO PROJECTS GROUP	LLC	\$	77,819.20
ACH	BUCKNAM INFRASTRUCT EN20038 9/2021 Prof		358-04.01		2,589.2
		BUCKNAM INFRASTRUCTU	RE GROUP I	\$	2,589.2
ACH	OSISOFT LLC 1/1-4/30/22 PI Ente	rprise Software Relia	900013974	7	5,508.9
		OSISOFT LLC		\$	5,508.9
ACH	PAUL REDVERS BROWN 12/1-12/31/21 WUEBP	INC Facilitation Svcs	IEUA013		1,450.0
		PAUL REDVERS BROWN I	NC	\$	1,450.0
ACH	AMTEC Angeles,E/Wang,L/Ro Osorio,A/Rose,J/Riv	se,J/Rivera,P/W/E 11/ era,P/W/E 10/24	69072 68703		4,745.0
		AMTEC		 \$	7,767.5
ACH	STAPLES CONTRACT & Wall Planner Glove,Document Hold Wall Planner Pad,Post-it,Pens,Sh Envelopes Full Calendar Plann Wall Calendar Monthly Planner,Wal Credit for invoice	er,Monthly Planner arpie,Planner er l Planner	349710029 349710029 349710029 349710028 349658236 349658235 349591935 349591935 349591934	5 1 8 0 8 1 0	24.60 74.7 14.4 39.10 13.5 64.6 177.1 185.70 83.1

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	STAPLES CONTRACT & COMMERCIAL	\$		510.88
ACH	LIBERTY LANDSCAPING INC South Solar Area Perimeter Fence 104434 Replace broken valve/ AN-22-Along East F 104435			2,540.00
	LIBERTY LANDSCAPING INC	\$		2,815.96
ACH	FLEETISTICS 1/22 GEOTAB Solar Asset Tracker/Srvc Pla 97609			2,873.46
	FLEETISTICS	\$		2,873.46
ACH	RADAR ENVIRONMENTAL INC 12/10/21 Site Survey, Non-Haz Solid 1515			1,675.00
	RADAR ENVIRONMENTAL INC	\$		1,675.00
ACH	EUCI Asset Mgmt for Water Utilities Webinar/C 245770			5,180.00
	EUCI	\$		5,180.00
ACH	SO CALIF EDISON MntclLS-12/10-1/10 34 Palmetto-Phila 800003174 930RsvrPrjct-12/22-1/23 2950 Galloping H 800177583 SnSvnRW-12/23-1/24 6000 Cherry Ave 800014103	17 1/		2,498.20 162.81 52.10
	SO CALIF EDISON	\$		2,713.11
ACH	BENEFIT COORDINATORS CORPORATI 1/22 LTD,Agency Pd Life,Employee Pd Life 10399			15,631.15
	BENEFIT COORDINATORS CORPORAT	I\$		15,631.15
ACH	WESTERN DENTAL PLAN 1/22 Agency Dental Plan 1/22			1,928.88
	WESTERN DENTAL PLAN	\$		1,928.88
ACH	PREFERRED BENEFIT INSURANCE 01/22 Agency Dental Plan EIA43169			20,689.90
	PREFERRED BENEFIT INSURANCE	\$		20,689.90
ACH	COLONIAL LIFE & ACCIDENT INSUR 2/22 Disability,Cancer,Universal/Term Li 72741940	20104		229.57
	COLONIAL LIFE & ACCIDENT INSU	R\$		229.57
ACH	LEGALSHIELD 1/22 Employee Prepaid Legal Services 1/22			179.40
	LEGALSHIELD	\$		179.40
ACH	SWEZEY, TOM MlgReim-8/28/21 Call Out-Swezey,T MLG 8/28 MlgReim-1/14/22 Call Out-Swezey,T-#2276 MLG 1/14	/21 /22		10.08 20.88

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	SWEZEY, TOM	\$		30.96
ACH	JONES, KYLE MlgReim-10/03/21 Call Out-Jones,K	MLG 10/03/21		34.05
	JONES, KYLE	\$		34.05
ACH	NOH, BRIAN Reim-CWEA Certificate Renewal 2021	90183001 2021		101.00
	NOH, BRIAN	\$		101.00
ACH	DELGADO, ROBERTO Delgado,R-ExpRpt-11/13-11/20 Danish Wtr	11/13-20 DANI		301.03
	DELGADO, ROBERTO	\$		301.03
ACH	NG, ANDREW MlgReim-8/03/21 Call Out-Ng,A	MLG 8/03/21		37.52
	NG, ANDREW	\$		37.52
ACH	SIANPOUR, SIAMAK MlgReim-1/14/22 Call Out-Sianpour,S-#225 MlgReim-8/03/21 Call Out-Sianpour,S MlgReim-9/25-27/22 Call Out-Sianpour,S-# MlgReim-7/31/21 Call Out-Sianpour,S	MLG 8/03/21 MLG 9/25-27/2		62.00 16.80 56.00 16.80
	SIANPOUR, SIAMAK	\$		151.60
ACH	MENDO, FEDERICO SORDO MlgReim-8/03/21 Call Out-Mendo,F MlgReim-8/12/21 Call Out-Mendo,F MlgReim-8/03/21 2nd Call Out-Mendo,F	MLG 8/03/21 MLG 8/12/21 MLG 8/03/21 #		34.72 34.72 34.72
	MENDO, FEDERICO SORDO	O \$		104.10
ACH	RP1-4,600 Lbs Hydrofloc 748E Hydrofloc 748E 275 Gal tote RP1-13,800 Lbs Hydrofloc 750A RP1 Hydrofloc 750A 275 Gal. Tote	43593 43674 43684 43741 43499 43740 43725		38,958.09 6,493.02 19,479.09 20,519.91 23,592.94 12,986.03 6,493.02
	AQUA BEN CORPORATION	\$		128,522.06
ACH	CITY RENTALS INC Backhoe Rental	90245		546.30
	CITY RENTALS INC	\$		546.30
ACH	FISHER SCIENTIFIC RP1 GL Filter Paper,Glass Fiber Pad Lab Btl Gls Amb Pckr Wm Whtn Lab Glove Lab Procare Universal 61 Salt Lab Alum Dish	6876774 9554029 3160631 4268064 3797003		1,206.49 246.49 78.39 319.42 164.80

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	Lab PVC Manifold Lab Cond Std Autoclve Indctr Tape Lab Las Standard,Btl Gls Amb Pckr Wm Wht Lab Bottle,ExamGlv,Sulfuric Acid,Nitric Lab Autoclve Indctr Tape Lab Autoclve Indctr Tape Lab Ammonium Chloride Lab Alum Dish Lab Bal Acc LG Wgh Boat Denv Lab Fl Ind Wgt WO Cal Cert.			1,202.79 117.23 118.53 444.63 5,420.57 118.53 66.67 185.17 86.80 27.52
	FISHER SCIENTIFIC	\$		9,803.99
ACH	ROYAL INDUSTRIAL SOLUTIONS 3PDT 120VAC GP Ace-LED Driver ROYAL INDUSTRIAL SOLU	6441-1043351 6441-1042382 JTIONS \$		157.96 74.35 232.31
ACH	UNIVAR SOLUTIONS USA INC	•		
		49756475 49756480		4,838.97 4,798.78
	UNIVAR SOLUTIONS USA	INC \$		9,637.75
ACH	GRAINGER INC Garden Hose 5/8 x 75 RP1 Anti Vibration Pad, Heat Laminating P RP1 Coin Battery RP1 Mask Respirator, Tag Prot, Cbl Tie, Bat RP1 Cable, Wire Rope, Access Cover, Gasket, Conduit Outlet Doby, Iron RP1 Coupling, Iron, Overall RP1 Rotary Hammer, Battery RP1-Oil Filter RP1 Cable Tie Eye Wash Preservative RP1 Oscillating Tool, Battery, Pressure Ga Diamond Tipped Core Bit Blank Shipping Tags RP1 Water Nozzle, Flange, Hose Adapter, Bat Mask Bracket Grey RP1 Hook Dial Calipers Wrench, Grinder, knife, di Union, Compresor, Knee Pads, Gel , Cover Nipple3 in thrd at both ends RP1 Cleaner Cartridge RP1 Trash Grabber GRAINGER INC	9106142830 9118552604 9113048285 9114792337 9112709689 9114792345 9078429082 9106142822 9106142822 9102922490 9101454982 9090486433 9090973877 9091565425 9077699743 9108649089 9118509414		480.70 336.03 25.21 690.66 209.51 49.70 268.13 225.20 91.90 173.48 31.68 239.70 402.28 106.53 1,172.55 171.33 16.17 1,577.61 475.17 74.86 637.67 219.77 7,675.84
ACH	TG SCIENTIFIC GLASS FABRICATIO			
	Spray Chambers, Repair Evap Tubes & Chrom			1,095.24
	TG SCIENTIFIC GLASS	FABRICATIOŞ		1,095.24
ACH	CDM SMITH INC EN17006 12/5/21-1/8/22 Prof Svcs	90142748		36,663.00

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		CDM SMITH INC	\$		36,663.00
ACH	MISCO WATER RP1 Screw,Truss Hea	d	CF16900		36.32
		MISCO WATER	\$		36.32
ACH	FLUID COMPONENTS IN RP1 Repair Flowmete		1143165		1,327.95
		FLUID COMPONENTS INTI	ERNATIONAL\$		1,327.95
ACH	DELL MARKETING L P Dell Latitude 7420	BTX,Soundbar,Monitor,	10551992100		40,536.95
		DELL MARKETING L P	\$		40,536.95
ACH	KONICA MINOLTA BUSI 07/27-08/26 Lease C		9008004810		497.74
		KONICA MINOLTA BUSIN	ESS SOLUTI\$		497.74
ACH	ACCUSTANDARD INC Method Standard		949503		624.53
		ACCUSTANDARD INC	\$		624.5
ACH	THATCHER COMPANY OF TP1-45,680 Lbs Alum		2022400102061		4,933.44
		THATCHER COMPANY OF	CALIFORNIA\$		4,933.44
ACH	CAROLLO ENGINEERS 4600003017 11/1-11/ EN17043,EN17110,EN1	30/21 Prof Svcs 9010 Prof Svcs thru 1	FB18166 FB18758		3,355.25 24,031.68
		CAROLLO ENGINEERS	\$		27,386.93
ACH	Accident Prevention RP1 V-Belt RP1 Coupling Iron H PVC Plastic Tubing,	Y CO ews,Locknut,PVC,Cemen Labels Warning Heade ub,Buna-N Rubber Spid Hose, Clamps, Prtble cors, cables Grinder	71304381 70734957 71025160 64917720		469.00 51.21 53.21 119.61 505.40 2,367.14
		MCMASTER-CARR SUPPLY	CO \$		3,565.5
ACH	RED WING SHOE STORE Safety Shoe Purchas		957-1-71218	_	218.18
		RED WING SHOE STORE	\$		218.18
ACH	TOM DODSON & ASSOCI 4600002931 Oct. Nov 4600002503 AugOct RP5 4600002931 Sept 4600002931 Sept-Oct 4600002931 Sept-Oct	. Prof Svcs . 2021 Prof. Svcs -Oct Prof Svcs Prof Svcs	IE-357-1 IE305 21-4 IE340 21-8 IE349 21-6 IE353 21-7		800.00 9,589.96 2,038.40 3,185.00 4,769.84

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	4600002931 July Oct 4600002931 Dec Prof	. Dec. Prof Svcs Svcs	IE349 21-5 IE353 21-6	500.00 6,133.74
		TOM DODSON & ASSOCIA	res \$	27,016.94
ACH	LIEBERT CASSIDY WHI 11/21 Personnel Pol 12/21 General Legal	icies Audit	208736 210651	955.00 861.00
		LIEBERT CASSIDY WHIT	MORE \$	1,816.00
ACH	RESOURCE TRENDS INC GM Conference on Cl.	imate Change	657	2,500.00
		RESOURCE TRENDS INC	\$	2,500.00
ACH	CASC ENGINEERING AN RW15003.6 12/2021 P		0045523	2,449.96
		CASC ENGINEERING AND	CONSULTIN\$	2,449.96
ACH	INNOVATIVE FEDERAL : 01/2022 Prof Svcs	STRATEGIES	012022	7,200.00
		INNOVATIVE FEDERAL S	FRATEGIES \$	7,200.00
ACH	CS-AMSCO RP1 Butterfly Valve RP1 Replacement Moto RP1 MC Board,Main Bo	or,Capacitor,Switch,R Dard Stack,Double Sea	17278REV 17279 17306	22,565.39 3,074.88 1,830.55
		CS-AMSCO	\$	27,470.82
ACH	SWRCB ACCOUNTING OF *SRF Rpymt #10-C065 *SRF Rpymt #3-C0678	327-110	08837-22-10 13815-22-3	1,447,479.22 1,046,415.70
		SWRCB ACCOUNTING OFF	ICE \$	2,493,894.92
ACH	STANTEC CONSULTING EN21042 12/7/21-1/7	INC /22 Prof Svcs	1877064	1,269.00
		STANTEC CONSULTING I	NC \$	1,269.00
ACH	ROGERS, PETER J 2/3/22 Policy Cmmtt	Fee-Rogers,P	RPC-2/3/22	100.00
		ROGERS, PETER J	\$	100.00
ACH	OLIN CORP TP1 4,920 Gals. Sod TP1 4,856 Gals. Sod TP1 4,698 Gals. Sod TP1 4,920 Sodium Hy TP1 4,804 Gals. Sod TP1 4,820 Sodium Hy TP1 4,814 Gals. Sod TP1 4,770 Sodium Hy CCWW 2,982 Gals. So	ium Hypochlorite ium Hypochlorite pochlorite ium Hypochlorite pochlorite ium Hypochlorite pochlorite	3000059585 3000046565 3000057527 3000064500 3000064180 3000063588 3000064751 3000062630 3000061627	4,501.80 4,443.24 4,575.85 4,501.80 4,395.66 4,410.30 4,404.81 4,645.98 2,952.18

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	CCWW 2,936 Gals. Soc CCWW 3,966 Gals. Soc RP5 4,778 Gals. Soc CCWW 2,942 Sodium Hy RP4 4,874 Gals. Soc RP5 4,906 Sodium Hyp CCWW 3,992 Gals. Soc CCWW 3,956 Gals. Soc TP1 4,842 Gals. Soc RP4 4,964 Gals. Soc TP1 4,874 Gals. Soc	lium Hypochlorite ium Hypochlorite ypochlorite ium Hypochlorite dium Hypochlorite lium Hypochlorite ium Hypochlorite ium Hypochlorite	3000060517 3000057529 3000063121 3000062631 3000063122 3000064750 3000064181 3000048478 3000043926 3000059026 3000061996		2,906.64 3,862.88 4,653.77 2,912.58 4,459.71 4,488.99 3,888.21 3,853.14 4,430.43 4,542.06 4,459.71
		OLIN CORP	\$		83,289.74
ACH	REED, RANDALL J 2/3/22 Policy Cmmtt	Fee-Reed,R REED, RANDALL J	RPC-2/3/22		100.00
2011			\$		100.00
ACH	GRAPHIC PRODUCTS IN RP1-HCS/Hazcom Labe	ls,Black Petro Ribbon	2665419		2,122.85
		GRAPHIC PRODUCTS INC	\$		2,122.85
ACH	JB'S POOLS & PONDS 3 1/22 Pond Maint Svc	INC	2266760100		1,194.85
		JB'S POOLS & PONDS II	NC \$		1,194.85
ACH	BIOTAGE LLC Thermistor Assembly Lab Atlantic C-18 D:		150343 150077		612.24 1,611.08
		BIOTAGE LLC	\$		2,223.32
ACH	CARRIER CORPORATION RP5 PM Service for RP5 7/2021 PM Servic RP1/RP4 1/1/20-12/3 RP1 Replace Compress		90172073 90132879 90165841 90168517		733.00 733.00 10,514.00 5,878.00
		CARRIER CORPORATION	\$		17,858.00
ACH	ULLOA, EUNICE M 2/3/22 Policy Cmmtt	Fee-Ulloa,E	RPC-2/3/22		100.00
		ULLOA, EUNICE M	\$		100.00
ACH	DORST-PORADA, DEBRA 2/3/22 Policy Cmmtt	Fee-Dorst-Porada,D	RPC-2/3/22		100.00
		DORST-PORADA, DEBRA	\$		100.00
ACH	KIM'S MASTER AUTO R Smog Inspection Uni		042325		35.00
		KIM'S MASTER AUTO RE	PAIR \$		35.00
ACH	TRICO CORPORATION				

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	Advance Analysis and ServicesP60513CCWRF Oil AnalysisP61125RP4 Oil AnalysisP61126RP5 Oil AnalysisP61135RP5 Oil AnalysisP61157oil AnalysisP61159RP1 Oil Analysis and ServicesP60543Oil AnalysisP60542Advance Analysis and ServicesP60521Advance Analysis and ServicesP60515		1,088.00 352.00 192.00 320.00 64.00 32.00 160.00 50.00 256.00 96.00
	TRICO CORPORATION	\$	2,690.00
ACH	CONSERV CONSTRUCTION INC WR22019/WR21019-1/2022 Prof Svcs-Smll St 1815 WR21025-1/2022 Prof Svcs-Tune-up Program 1816 WR21006-1/22 Prof Svcs - Lrg Lndscp Rtrf 1814		47,108.60 35,218.75 9,400.65
	CONSERV CONSTRUCTION INC	\$	91,728.00
ACH	ATKINSON, ANDELSON, LOYA, 12/21 General Labor Advice 640811		33,337.00
	ATKINSON, ANDELSON, LOYA,	\$	33,337.00
ACH	HARPER & ASSOCIATES ENGINEERINEN20022 12/1-12/31/21 Prof SvcsENG-7626EN20022 11/1-11/30/21 Prof SvcsENG-7591		2,180.00 4,360.00
	HARPER & ASSOCIATES ENGINEERIN	 I\$	6,540.00
ACH	ENVIRONMENTAL SCIENCE ASSOCIATResidential Home Pressure Regulation165913D202000275.03 9/1-9/30/21 Prof. Svcs168692D202000275.03 10/1-10/31/21 Prof. Svcs169425D202000275.04 10/1-10/31/21 Prof. Svcs169280		1,310.69 885.81 6,804.45 580.16
	ENVIRONMENTAL SCIENCE ASSOCIAT	.\$	9,581.11
ACH	CALIFORNIA WATER TECHNOLOGIES 17,214.12 Lbs Ferric Chloride Solution 41155 17,035.20 Lbs Ferric Chloride Solution 41046 16,076.50 Lbs Ferric Chloride Solution 40992 16,454.82 Lbs Ferric Chloride Solution 40952 16,519.36 Lbs Ferric Chloride Solution 40940		5,802.00 5,741.68 5,418.56 5,546.08 5,567.83
	CALIFORNIA WATER TECHNOLOGIES	\$	28,076.15
ACH	SANDOVAL, JESUS L 2/3/22 Policy Cmmtt Fee-Sandoval,J RPC-2/3/2	22	100.00
	SANDOVAL, JESUS L	\$	100.00
ACH	MANAGED MOBILE INCIN00-0234BIT Safety Inspection Unit #0700IN00-0234PM Level B,BIT Safety Inspection Unit #2IN00-0234PM Level B,BIT Safety Inspection Unit #2IN00-0234Installation of GPS Tracker Unit #1901IN00-0235	⊾738 ⊾741	212.38 806.96 863.19 172.56

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	MANAGED MOBILE INC		\$	2,055.09
ACH	PRIORITY BUILDING SERVICES LLC Dec. 2021 Janitorial Services November 2021 RP5 Janitorial Service	80601 80060		1,519.42 1,519.42
	PRIORITY BUILDING SE	RVICES LLC	\$	3,038.84
ACH	SCP SCIENCE RP1 Custom ICP-ICP/MS Standard RP1 Digitubes,Hydrochloric Acid	IN0000313 IN0000312		400.10
	SCP SCIENCE		\$	1,166.25
ACH	ECOTECH SERVICES INC 11/21 Residential Home Pressure Regulati	2126		18,164.89
	ECOTECH SERVICES INC		\$	18,164.89
ACH	DORGAN LEGAL SERVICES LLP 11/21 & 12/21 General Labor Advice 11/21 & 12/21 General Labor Advice 11/21 & 12/21 General Labor Advice	588		3,145.69 660.00 3,629.15
	DORGAN LEGAL SERVICE	S LLP	\$	7,434.84
ACH	AMAZON BUSINESS Infrared Thermometer	14FG-1C6R	-1FL	150.80
	AMAZON BUSINESS		\$	150.8
ACH	TRANSENE COMPANY INC RP1 Buffer Solution	200199		226.2
	TRANSENE COMPANY INC		\$	226.2
ACH	CHEVROLET OF WATSONVILLE Ford F150 Truck Ford F150 Truck	WF2854 WF2855		27,280.33 27,280.33
	CHEVROLET OF WATSONV	ILLE	 \$	54,560.6
ACH	THE SOLIS GROUP EN21044 9/1/21-9/30/21 Prof. Svcs	7726		903.0
	THE SOLIS GROUP		\$	903.0
ACH	RBC RESOURCES WR20028/WR20029 12/21 Prof Svcs	36		2,142.0
	RBC RESOURCES		\$	2,142.0
ACH	GRANICUS Peak Agenda Mngmt, Mtng Efficiency Suite	145187		4,029.0
			\$	4,029.0

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	12/21 RP1/RP5/CCWRP	Energy Storage Syste	1018		11,043.33
		REDWOOD ENERGY STORAG	GE LLC \$		11,043.33
ACH	REDWOOD ENERGY STOR 12/21 RP4 Energy Sto	AGE II LLC prage System Mgmt	2018		25,771.83
		REDWOOD ENERGY STORA	GE II LLC \$		25,771.83
ACH	STAPLES CONTRACT & C 2up Peel & Seal, 3up Appt Bk,Color Set,Pe	COMMERCIAL o Peel & Seal ens,Pads, Steno Bk,Re	3497607861 3497607860		48.47 272.98
		STAPLES CONTRACT & CO	OMMERCIAL \$		321.45
ACH	LIBERTY LANDSCAPING Fill in and Compact		104482		566.96
		LIBERTY LANDSCAPING	INC \$		566.96
ACH	DUTREY, JAVIER J 2/3/22 Policy Cmmtt	Fee-Dutrey,J	RPC-2/3/22		100.00
		DUTREY, JAVIER J	\$		100.00
ACH	IXOM WATERCARE INC Wire, Freeze sleeve		83675		4,972.18
		IXOM WATERCARE INC	\$		4,972.18
ACH	VELTO, BILL 2/3/22 Policy Cmmtt	Fee-Velto,B	RPC-2/3/22		100.00
		VELTO, BILL	\$		100.00
ACH	SENTRIMAX CENTRIFUG RP1 Overhaul Centri: Install Centrifuge	ES USA INC fuge #4 (S/N 5023794)	6002764 6002783		58,386.35
		SENTRIMAX CENTRIFUGE	s usa inc \$		64,829.23
ACH	SO CALIF EDISON Trnr3&4-12/29-1/27 CCWRP/TP-12/28-1/26 TrnrBsnRW-12/29-1/2 8thStBsn-12/28-1/26 1630WPmpStn-12/28-1	14950 Telephone Av 7 1063 Turner Ave 1180 8th St	8001265279 1 8003543714 1 8004601423 1 8000035339 1 8004881955 1	1	55.50 86.20 20.80 70.75 8,880.85
		SO CALIF EDISON	\$		9,114.22
ACH	SO CALIF GAS RP4-12/20-1/20 1281 MntBldg/Whs-12/21-1 TP1-12/21-1/21 2564	/21 2604 Walnut St	10605111 1/2 13484545 1/2 06576432 1/2	2	37.18 792.09 96.90
		SO CALIF GAS	\$		926.1
ACH	IEUA EMPLOYEES' ASS P/R 3 2/11/22 Emplo		HR 010370	0	177.00

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	P/R DIR 2 2/11/22 Employee Ded	HR	0103600		12.00
	IEUA EMPLOYEES' ASSO	CIATIO	N Ş		189.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 3 2/11/22 Employee Ded	HR	0103700		330.00
	IEUA SUPERVISORS UNI	on ass	OCIA\$		330.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 3 2/11/22 Employee Ded	HR	0103700		994.10
	IEUA GENERAL EMPLOYE	es ass	OCIA\$		994.10
ACH	INLAND EMPIRE UNITED WAY P/R 3 2/11/22 Employee Ded	HR	0103700		21.00
	INLAND EMPIRE UNITED	WAY	\$		21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 3 2/11/22 Employee Ded	HR	0103700		600.00
	IEUA PROFESSIONAL EM	PLOYEE	IS AS\$		600.00
ACH	WEX HEALTH INC P/R 3 2/11/22 Cafeteria Plan	HR	0103700		4,697.03
	WEX HEALTH INC		\$		4,697.03
ACH	CITY EMPLOYEES ASSOCIATES P/R 3 2/11/22 Employee Ded	HR.	0103700		352.50
	CITY EMPLOYEES ASSOC	IATES	\$		352.50
ACH	NIETO, ANDREW Emp Assist PC Loan Purchase	PCLOA	N 3		1,629.87
	NIETO, ANDREW		\$		1,629.87
ACH	YBARRA, ANTHONY Emp Assist PC Loan Purchase	PC LC	AN		2,457.15
	YBARRA, ANTHONY		\$		2,457.15
ACH	RED WING SHOE STORE Marsellies,B,N-Safety Shoe Purchase Delgado,N-Safety Shoe Purchase Smith,N-Safety Shoe Purchase Lane,T-Safety Shoe Purchase Swezey,T-Safety Shoe Purchase Florio,J-Safety Shoe Purchase	816-1 824-1 192-1 133-2	-120482 -91629 -95372 -116046 -56412 -151285		225.00 225.00 225.00 190.84 193.94 198.79
	RED WING SHOE STORE		\$		1,258.57
ACH	INLAND EMPIRE REGIONAL RP1-10/21 Biosolids RP2-12/21 Biosolids RP1-12/21 Biosolids RP2-11/21 Biosolids	90030 90030 90030 90030)652)651		189,598.52 115,315.60 222,126.08 141,542.04

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	RP1-11/21 Biosolids RP2-10/21 Biosolids		90030499 90030273		202,975.64 123,016.26
	INL	AND EMPIRE REGIONA	L	\$	994,574.14
ACH	PFM FINANCIAL ADVISORS I 7/12-9/30/21 General Fi		117919		3,088.75
	PFM	FINANCIAL ADVISOF	RS LLC	\$	3,088.75
ACH	HOWDEN ROOTS LLC RP5Mnt-Class I Service - RP5Mnt-Bshngs,Clng Kt,O-	- Trip 2 -Rngs,Sl Rng,Hxgn	90187644 90186836		9,570.78 2,776.72
	HOWI	DEN ROOTS LLC		\$	12,347.50
ACH	SO CALIF EDISON CCWRP/TP/RWPS-12/28-1/26 RP2MntLnchRm-1/1-1/31 16 PrdDchlStn-12/30-1/30 34	6400 El Prado Rd	800481408 800507829 800093204	5 1/	60,610.29 14,609.63 1,228.61
	SO (CALIF EDISON		\$	76,448.53
ACH	DOWNS ENERGY SBLfStn-125.30 Gals Red RP4-Diesel Exhaust Fluid RP2-391.90 Gals Red Dyed	d-1 Drum	0290087-I	N	528.33 230.77 1,424.07
	DOW	NS ENERGY		\$	2,183.17
ACH	HOME DEPOT CREDIT SERVIC RP1Mnt-Hmmr w/E-Cltch,Bi Inv-Wire Twisters-Tan,W RP1Mnt-Circuit Breaker-S TP5Mnt-Wire Rope,Clamp S Inv-WD-40's Inv-G-Volt Batteries-Ene RP5Mnt-Conduit-10',Exter Pwr Spn Drn Gn,Slcns,St GWR-Filters,GFCI Combina SwrCollNRW-Brass Keys,Ke FcltyMgmt-Rain Shields Inv-Duct Tapes-Silver,He Inv-Cascade Platimum TP1Mnt-Steel-Rubber Rugg	ttry Pcks,Impct W ingnut Wires-Red, Sqr D QO 30 Amp 2 Sets ergizer Max Alkal ntion Cords,Ancho l Extnsn,Tek Scrw ations,Respirator ey Rings-Snap Hoo ose Bibb Valves ged Trash Reacher	3807962 9903390 1627106 3904002 4271202 3170480 3521454 4524965 2612525 5016231 2902337 4902960 3010183		1,791.79 224.29 30.90 112.90 250.97 180.68 68.95 93.84 266.13 100.67 38.01 157.23 118.20 64.61
	HOMI	E DEPOT CREDIT SER	RVICES	\$	3,499.17
ACH	FISHER SCIENTIFIC Lab PH Strips,Fiber Filt	ter,Glove,Cyanide	9763129		3,260.24
	FIS	HER SCIENTIFIC		\$	3,260.24
ACH	ROYAL INDUSTRIAL SOLUTIC Controlers power flex, Interfc brd Conc Box,Bolt,Wire,Tite 300VA UPS AC Drive	kt.	6441-1035 6441-1042 6441-1044 6441-1043 6441-1043	930 192 714	8,324.77 5,803.95 2,086.74 12,068.00 8,397.80

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	Couplings Led Strip, Wall pack. Steel Locknut, Cor Light Fixture,WallPack	6441-10277 6441-10439 6441-10439	17	40.14 225.66 321.10
	ROYAL INDUSTRIAL SOLU	JTIONS \$		37,268.16
ACH	SOUTHWEST ALARM SERVICE RP1 1/2022 Monitoring Security System 2/2022 Monitoring Security System	075939 076058		50.00 4,852.00
	SOUTHWEST ALARM SERVI	ICE \$		4,902.00
ACH	TP1 11,915 Lbs Sodium Bisulfite Prado 11 895 Lbs Sodium Bisulfite	49774876 49791914 49774874 49786572 49774875		5,058.01 4,788.73 4,780.70 4,513.42 4,539.55
	UNIVAR SOLUTIONS USA	INC \$		23,680.41
ACH	WAXIE SANITARY SUPPLY Glass Clnr,Wipes,Super Clear	80595611		124.45
	WAXIE SANITARY SUPPLY	۲ ş	\$	124.49
ACH	PETE'S ROAD SERVICE Replace Right Rear Inner Outer Truck 200 Replace 4 Tires and Spare Trailer VQUI02	556352-00		1,123.33
	PETE'S ROAD SERVICE	ç	j 	1,899.23
ACH	GRAINGER INC RP1 Disposable Respirator RP1 Uninal Screen RP1 Motorized Progressive Cavity Pump RP1 Motorized Progressive Cavity Pump RP1 Phase Monitor Relay, Fuse RP1 Motorized Progressive Cavity Pump RP1 Digital Thermometer RP1 Hand Sanitizer, Safety Glasses RP1 Garden Hose Adapter RP1 Gloves, Garden Hose, Ear Muffs, Eye Was RP1 Digital Thermometer RP1 Stainless Steel Schedule 40 Piple Ni RP1 Straight Union RP1 Capped Elbow RP1 Straight Union RP1 Battery, Hex Threading Die RP1 Female Connector RP1 Air Breather Filter RP1 Tube Clamp, Ball Valve, Bulkhead Union RP1 Do Not Handle Lebel RP1 Steel Pail, Lid, Open Head Pail RP1 Oil Filter, Compressor Oil RP1 Anti-Siphon Vacuum Breaker RP1 Gaffer's Tape RP1 SSPND Elct WL/Ceil Heater	9145545225 9176884683 9176516020 9176516020 9176516038 9159026476 9158560962 9160500634 9166357955 9157858961 9157157356 9157132215 9156660125 9150300573 9177482123		$\begin{array}{r} 466.13\\ 181.92\\ 3,946.49\\ 1,973.23\\ 936.12\\ 1,973.23\\ 905.55\\ 199.52\\ 55.86\\ 1,111.36\\ 1,012.68\\ 1,012.68\\ 1,012.68\\ 369.19\\ 136.74\\ 26.94\\ 46.49\\ 73.89\\ 1,275.66\\ 273.52\\ 285.89\\ 1,624.8\\ 314.43\\ 496.33\\ 207.52\\ 907.96\end{array}$

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	Hydraulic Filter Element RP1 V-Belt RP1 Grease Gun,Batterys RP1 Wire Duct Y Strainer Pipe RP1 Feeder Grease RP1 Universal Couplings,Cam & Grove Gask RP1 Bin RP1 Bin RP1 Bin RP1 Cam & Groove Coupling,Adapter,Wire S RP1 LQD LVL Switch	9137007309 9138196192	$1,314.71\\103.19\\259.70\\109.63\\188.91\\145.15\\87.36\\25.75\\231.78\\430.96\\83.82$
	GRAINGER INC	\$	21,956.09
ACH	CDM SMITH INC EN19024- 08/21 Professional Services	90132772	403,712.05
	CDM SMITH INC	\$	403,712.05
ACH	KONICA MINOLTA 1/22 Lease Copiers-C759,808,658E,458E 1/22 Lease Copiers-C658,C308,C759,C659	39198095 39198094	2,731.78 3,017.56
	KONICA MINOLTA	\$	5,749.34
ACH	THATCHER COMPANY OF CALIFORNIA CCWRP-45,520 Lbs Aluminum Sulfate TP1-45,780 Lbs Aluminum Sulfate	2021400101985 2022400102275	
	THATCHER COMPANY OF	CALIFORNIA\$	9,981.14
ACH	CAROLLO ENGINEERS IEUA Recycled Water System Cost of Servi IEUA # NRW System Cost of Service	FB19150 FB19151	1,985.50 2,616.50
	CAROLLO ENGINEERS	\$	4,602.00
ACH	MCMASTER-CARR SUPPLY CO Checkered Floor Marking Tape RP1 Rubber Stamp RP1 Clamping Hangers	71468526 72343327 71391928	69.91 39.71 298.52
	MCMASTER-CARR SUPPLY	CO \$	408.14
ACH	POWER SYSTEMS SERVICES INC RCA-Replace 2 Transformers Substation MV	5697	9,715.85
	POWER SYSTEMS SERVIC	es inc \$	9,715.85
ACH	TELEDYNE ISCO RP1 Replace Refrigeration Assembly RP1 Replace Pump Assembly RP1 Replace Cont. Panel Assembly Inj. Line, Torch, Quartz Wool, Combust Tube Injection Line, Torch	S020508927 S020511688 S020513203 S020514599 S020515428	3,596.70 1,281.15 2,197.02 1,146.00 305.31
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	Tedlar Bags	CD50235031	2,130.55
	RESTEK CORP	\$	2,130.55
ACH	PARSONS WATER & INFRASTRUCTURE EN9001/EN19006-11/27-12/31 Prof Svcs	2201A247	355,027.93
	PARSONS WATER & INFR	ASTRUCTURE\$	355,027.93
ACH	HACH COMPANY Std Soln Air Blast Kit Seal for Automatic Cleaning Module Reagent F/Amtax Analyzer Desiccant Cartridge,Fiber Wiper,DPD TOT Demal KCL Solution Metalized Mylar Bag	12752190 12795173 12756285 12771687 12777813 12794034 12795218	410.27 702.48 63.75 541.21 1,030.78 516.01 92.45
	HACH COMPANY	\$	3,356.95
ACH	INNOVATIVE FEDERAL STRATEGIES 12/2021 Prof Svcs 11/2021 Prof Svcs	122021 112021	7,200.00 7,200.00
	INNOVATIVE FEDERAL S	TRATEGIES \$	14,400.00
ACH	NATIONAL CONSTRUCTION RENTALS 1/21/22-2/17/22 Potty/Handicap Potty/Sin		994.80
	NATIONAL CONSTRUCTIO	n rentals ş	994.80
ACH	SAP PUBLIC SERVICES INC 1/22-12/22 mySAP Business Suite Enterpri 1/22-12/22 BSI US Payroll Tax Maint Supp 1/22-12/22 SAP BusObj Enterprise Support 1/22-12/22 SSO License Maint Enterprise 1/22-12/22 SAP Business Suite Ltd Pro Su	201100084041 201100084042 201100084044	140,136.58 5,443.20 20,838.61 4,365.90 6,523.00
	SAP PUBLIC SERVICES	INC \$	177,307.29
ACH	PEST OPTIONS INC January 2022 Agency-Wide Weed Control	392623	4,098.18
	PEST OPTIONS INC	\$	4,098.18
ACH	GEI CONSULTANTS INC PL19005 9/25-10/29/21 Prof Svcs PL19005 10/30-11/26/21 Prof Svcs	3100384 3101978	61,307.00 16,353.50
	GEI CONSULTANTS INC	\$	77,660.50
ACH	OLIN CORP TP1 4,790 Gals. Sodium Hypochlorite RP5 4,840 Gals. Sodium Hypochlorite CCWW 4,012 Gals. Sodium Hypochlorite RP4 4,910 Gals. Sodium Hypochlorite TP1 4,612 Gals. Sodium Hypochlorite TP1 4,774 Gals. Sodium Hypochlorite TP1 4,860 Gals. Sodium Hypochlorite	3000066737 3000065734 3000066738 3000067290 3000067072 3000066976 3000066975	4,665.46 4,428.60 3,907.69 4,492.65 4,492.09 4,649.88 4,446.90

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	TP1 4,802 Sodium Hypochlorite TP1 4,810 Gals. Sodium Hypochlorite RP4 4,952 Gals. Sodium Hypochlorite TP1 4,802 Gals. Sodium Hypochlorite CCWW 3,952 Sodium Hypochlorite	3000065182 3000065733 3000065735 3000066204 3000065183	4,393.83 4,401.15 4,531.08 4,393.83 3,849.25
	OLIN CORP	\$	52,652.41
ACH	GK & ASSOCIATES 46-2849-12/21 Prof Svcs 46-2849-12/21 Prof Svcs	21-113 21-112	32,900.00 15,624.00
	GK & ASSOCIATES	\$	48,524.00
ACH	GHD INC En20056-08/28/21 Prof. Svcs.	380-0002300	3,377.00
	GHD INC	\$	3,377.00
ACH	TRICO CORPORATION Advance Analysis & Service 12/24/21 CCWRF Oil Analysis	P61160 P61158	96.00 160.00
	TRICO CORPORATION	\$	256.00
ACH	ARCADIS U.S., INC. 9/3-10/31/21 Prof Svcs EN000000066 9/7-10/31/21 Prof Svcs EN19001/EN19006 10/1-10/31/21 Prof Svcs	34269055 34269748 34269678	21,734.00 36,661.50 329,085.51
	ARCADIS U.S., INC.	\$	387,481.01
ACH	WESTERN AUDIO VISUAL Western AV 1 Yr Maintenance Contract	16116	14,690.76
	WESTERN AUDIO VISUAL	\$	14,690.76
ACH	WEST COAST ADVISORS January 22 Consulting Fees 1000112818	13178	9,500.00
	WEST COAST ADVISORS	\$	9,500.00
ACH	MANAGED MOBILE INC Oil Change,BIT Safety Inspect. Unit #120 Annual DOT Inspection Unit #VQU18908 Repair BIT Reports ABS Light On Unit #20 BIT Safety Inspection Unit #8810	IN00-0235232	
	MANAGED MOBILE INC	\$	1,754.57
ACH	PRIORITY BUILDING SERVICES LLC Tier 3 of RP4 Maintenance Building	81060	150.00
	PRIORITY BUILDING SE	RVICES LLC\$	150.00
ACH	MWH CONSTRUCTORS INC 4600002851-11/1-1/30 Prof Svcs 4600002851-7/31-8/31 Prof Svcs 4600002851-9/1-9/30 Prof Svcs	2021-30505777 2021-30505777 2021-30505777	24,650.00

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	4600002851-10/1-10/	31 Prof Svcs	2021-30505777		16,385.00
		MWH CONSTRUCTORS INC	\$		76,415.00
ACH	MSDSONLINE INC 1/31/22-1/30/23 MSD	Sonline HQ Acct Renew	247438		3,499.00
		MSDSONLINE INC	\$		3,499.00
ACH	PRO-CRAFT CONSTRUCT RP4 Clogged Toilet Leak Inside Plumbin	in Trailer g Chase	21147-1 21146-1		494.67 1,479.00
		PRO-CRAFT CONSTRUCTIO	ON INC \$		1,973.67
ACH	THE SOLIS GROUP EN18006.00 12/1-12/	31/21 RP1 Flare Impro	8196		1,893.00
		THE SOLIS GROUP	\$		1,893.00
ACH	VARI SALES CORPORAT Dual-Monitor Arm	ION	IVC-2-1820446		189.10
		VARI SALES CORPORATIO	ON \$		189.10
ACH	RIGHT OF WAY INC 200 Orange Cones		58100		3,297.15
		RIGHT OF WAY INC	\$		3,297.15
ACH	SMARTCOVER SYSTEMS 12/13/21 Custom Len	gth Cable	20927		335.00
		SMARTCOVER SYSTEMS	\$		335.00
ACH	CENTER FOR INTERNET CIS Albert SM Monit	SECURITY I oring Primary Sensor	INV-211220-00		10,680.00
		CENTER FOR INTERNET	SECURITY I\$		10,680.00
ACH	RUMBLE INC 1/18-10/30/22 Rumbl	e Prof Edition	26013CBF-0007		1,031.21
		RUMBLE INC	\$		1,031.21
ACH	THE OFFICE EXPRESS South Ops 12/22 Bre South Ops 12/15 Hol	akfast iday Lunch	1313998 1310507		248.65 527.61
		THE OFFICE EXPRESS	\$		776.26
ACH	STAPLES CONTRACT & Pen Wrist Rest,MousePad Folder,HiLiter,Pen, Post its, Shapries, Mask 50 per box. Clipboard,Tape Pilot Pcise, Interc	,Stapler Napkin,Plate,Bowl,Cut Corr. Tape,	3498046172 3497100294 3498046170 3494986423 3495498939 3498046168 3497607864		4.81 60.09 219.76 60.52 75.30 75.87 57.06

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	Steel Dryerase Alum Binder Clips,Mini B: M Camacho,J Hall,M ' Mnth DeskPad,Gel Per	inder Fule,S Elie	3495919357 3498046162 3496582357 3498046166		204.71 32.86 95.81 44.07
		STAPLES CONTRACT & CO	OMMERCIAL \$		930.86
ACH	CASAMAR GROUP LLC EN19001/EN19006 11/3 EN19001/EN19006 12/3		12892 12927		9,436.09 9,242.27
		CASAMAR GROUP LLC	\$		18,678.36
ACH	ADAM'S FALCONRY SER 1/2022 Bird Control		16548		1,300.00
		ADAM'S FALCONRY SERV	ICE LLC \$		1,300.00
ACH	RP2MntLnchRm-1/1-1/ PrdLS-12/30-1/30 34 RP1/RP5/8thStBsn-1/ DclzBsn-1/4-2/1 139 HckryDm-1/7-2/6 134 RP1StLts-1/1-1/31 3 ZnRsvr-1/6-2/3 1274 PhilLS-1/7-2/6 1818 SnSvn5PmpStn-12/30- OntLS-1/5-2/2 2525	th St 12811 6th St sn/TrnrBsn1-12/30-1/3 31 16400 El Prado Rd Johnson-Pine 3-1/31 8865 Kimball/1 78 Phila 00 Whittram Ave 4 Phila 9 6th St Phila St 1/30 13785 Banyan Riverside Dr -1/30 6075 Kimball Av 7 Whittram Ped hila St Phila Ave hila St	8000703247 1/ 8000032094 1/ 0389324092 1/ 8002283946 1/ 8000257085 1/ 8000340637 1/ 8002740158 1/ 8000031143 1/ 8004022929 1/ 8001610323 1/		$1, 193.79 \\ 399.44 \\ 233, 691.91 \\ 417.85 \\ 263.84 \\ 75.24 \\ 64.55 \\ 80.70 \\ 219.20 \\ 24.48 \\ 230.47 \\ 7, 615.85 \\ 149.03 \\ 36.18 \\ 152, 153.69 \\ 52.90 \\ 157, 272.38 \\ 60.29 \\ 112.98 \\ 3, 068.60 \\ \\ 557, 183.37 \\$
ACH	RMA GROUP EN22017.02 8/2-8/29		76903		2,863.70
		RMA GROUP	\$		2,863.70
ACH	O RINGS & THINGS RP1 Buna-70 O Rings		122881		17.65
		O RINGS & THINGS	\$		17.65
ACH	RESTEK CORP Split Liner		CD50238032		174.80
		RESTEK CORP	\$		174.80
ACH	READY REFRESH BY NE 1/22 Bottled Water,		12A002985907	1	672.73

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	READY REFRESH BY NES	STLE	\$	672.73
ACH	EUROFINS EATON ANALYTICAL LLC			
	11/23/21 Recycle Water From RP1/RP4	L0604853		550.00
	11/9/21 Weekly Monitoring	L0602679		550.00
	11/30/21 Weekly Monitoring	L0605633		550.00
	Forbes Industries (P&SC)	L0602893		225.00
	11/9/21 Water Sample Analysis	L0603392		1,500.00
	11/17/21 Recycle Water from RP-1/RP-4 11/10/21 Water Sample Analysis	L0603780 L0604374		215.00 225.00
	Weekly Monitoring 11/17/21	L0607814		1,500.00
	Weekly Monitoring 11/17/21 RP4	L0607815		1,500.00
	Weekly Monitoring 11/16/21	L0607816		1,500.00
	11/17/21 Water Sample Analysys	L0609070		1,305.00
	12/13/21 Danco Metal Surfacing	L0609074		35.00
	12/7/21 Recycle Water from RP-1/RP-4	L0608198		550.00
	12/7/21 Sample Water Analysis	L0606717		1,500.00
	11/11/21 Water Sample Analysis 1/4/22 Recycle Water From RP1/RP4	L0605253 L0610909		275.00 400.00
	12/21/21 Recycle Water From RP1/RP4	L0609303		550.00
	12/14/21 Recycle Water From RP1/RP4	L0609301		550.00
	11/17/21 Recycle Water from RP-1/RP-4	L0609099		2,950.0
	11/16/21 Water Sample Analysis	L0609098		3,120.00
	12/28/21 Recycle Water From RP1/RP4	L0609085		550.0
	12/21/21 Water Sample Analysis	L0609083		550.00
	12/21/21 Water Sample Analysis	L0609081		550.0
	12/15/21 Water Sample Analysis 12/16/21 Water Sample Analysis	L0609079 L0609077		550.00 215.00
	EUROFINS EATON ANALY	YTICAL LLC	Ş	21,965.0
ACH	THE SOLIS GROUP	7567		1 002 0
	EN18006 08/01-08/31 Prof. Servs.	7567		1,893.0
	THE SOLIS GROUP		\$	1,893.0
ACH	EUCI			
ACH	TrngngHQ-Ldrshp Deve f/Wtr Sctr Utlts 2,	1		10,741.5
		/ 251441		
	EUCI		 \$	
ACH	EUCI DELGADO, ROBERTO			10,741.5
ACH	EUCI			10,741.5
ACH	EUCI DELGADO, ROBERTO			10,741.5
ACH ACH	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC	EDREIM-21	./22	10,741.5 745.0 745.0
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23	EDREIM-21 101317	./22	10,741.5 745.0 745.0 140.1
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHO-Account Set-Up Fee	EDREIM-21 101317 100241	./22	10,741.5 745.0 745.0 140.1 99.0
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHQ-Account Set-Up Fee BntsHQ-Background Checks 12/30-1/26	EDREIM-21 101317	./22	10,741.5 745.0 745.0 140.1 99.0 779.2
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHQ-Account Set-Up Fee BntsHQ-Background Checks 12/30-1/26 BntsHQ-Background Checks 12/6-12/21	EDREIM-21 101317 100241 102278	./22 \$ 	10,741.5 745.0 745.0 140.1 99.0 779.2 408.6
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHQ-Account Set-Up Fee BntsHQ-Background Checks 12/30-1/26	EDREIM-21 101317 100241 102278	./22	10,741.5
	EUCI DELGADO, ROBERTO EdReim-WEF Water Leadership Institute DELGADO, ROBERTO ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHQ-Account Set-Up Fee BntsHQ-Background Checks 12/30-1/26 BntsHQ-Background Checks 12/6-12/21	EDREIM-21 101317 100241 102278	./22 \$ 	10,741.5 745.0 745.0 140.1 99.0 779.2 408.6

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	BROWN AND CALDWELL	\$	78,257.88
ACH	FISHER SCIENTIFIC Buffer,Ricca,Blue Lab Bottle Square,Acet Acid,FL Nyl Lab Exam Glove Lab Formic Acid Lab Filter Caps,Vials Lab Nitrite Nitrogen Lab PH Probe,Digestion Vial Lab Cond STD	2701154 8308370 8308372 8370637 8370638 8502846 8693941 3638470	165.80 713.64 62.96 70.59 920.95 77.33 1,542.45 234.47
	FISHER SCIENTIFIC	\$	3,788.19
ACH	PERKINELMER HEALTH SCIENCES IN Warehouse-Glass Cyclonic Spray Chamber	5304878773	762.78
	PERKINELMER HEALTH S	CIENCES IN\$	762.78
ACH	ROYAL INDUSTRIAL SOLUTIONS 3-hole Clnr,Floor Stand,Wire,Electr Blst 3PDT 120VAC GP IMA MA Module LED Strip LIght Fixture Switch Pressure	6441-1044562	755.22 119.60 1,395.90 949.56 1,052.04
	ROYAL INDUSTRIAL SOL	utions \$	4,272.32
ACH	UNDERGROUND SERVICE ALERT/SC 2020 Dig Safe Board CA Regulatory Fee - October 2021-229 Dig Alerts September 2021-257 Dig Alerts August 2021-282 Dig Alerts July 2021-215 Dig Alerts November 2021-227 Dig Alerts December 2021-203 Dig Alerts 2020 Dig Safe Board CA Regulatory Fee - 2020 Dig Safe Board CA Regulatory Fee -	1020210333 920210342 820210340 720210347 1120210335 1220210329 DSB20203757 DSB20204313 DSB20204867 DSB20205416	306.56 387.85 434.05 475.30 364.75 384.55 344.95 306.56 306.56 306.56 306.56
	UNDERGROUND SERVICE	ALERT/SC \$	4,230.81
ACH		9166357963 9182298415 9182640905 9184085596	1,769.54 1,194.30 224.72 372.90
	GRAINGER INC	\$	3,561.46
ACH	MOODY'S INVESTORS SERVICE 1/21-12/21 Local Governments Annual Fee	P0362004	5,000.00
	MOODY'S INVESTORS SE	-	5,000.00
ACH	O RINGS & THINGS RP1 Buna-70 O Rings,Oring Tool	123011	33.23

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		O RINGS & THINGS	\$		33.23
ACH	GENESIS CONSTRUCTION EN17110.03-1/22 Pay		PE 18-EN17	110	93,593.05
	5.	GENESIS CONSTRUCTION	\$		93,593.05
ACH	J F SHEA CONSTRUCTIO PA17006.03-1/22 Pay		PE 4-PA170	06. 2	216,609.50
		J F SHEA CONSTRUCTION	I INC \$;	216,609.50
ACH	CAROLLO ENGINEERS EN24001/EN24002 11/3	1-11/30/21 Prof Svcs	FB18376		122,189.29
		CAROLLO ENGINEERS	Ş	 ;	122,189.2
ACH	MCMASTER-CARR SUPPLY Steel Tubing,Fitting RP1 Batt. Water Fil RP1 Plastic Cart,Kne	gs for Steel Tubing ler,Hole Plugs,Elect.	71801012 71874723 71785293		305.49 1,561.28 393.79
		MCMASTER-CARR SUPPLY	CO \$		2,260.52
ACH	MIDPOINT BEARING FAG-3316-C3,FAG-7310 2 AMI-UCP212-39 AMI-UCP209-27 TIM-415836 Ban-B91 KOY-YCRSC-44 BAN-4L230 Bando NTN-864,NTN-854 SSS-19993 SSS-47394 SSS-61230 NTN-864, NTN-854 MPB-R24,SSS-14939	6-B-MP-UA MIDPOINT BEARING	1040687 1040528 1040469 1040688 1039815 1038869 1038882 1038605 1038469 1038141 1038137-02 1038137-03	L	934.6 409.1 126.2 42.4 84.3 252.0 27.4 577.3 52.3 81.4 245.6 621.2 68.5 3,522.8
ACH	TOM DODSON & ASSOCI 4600002931 Nov Prof		IE358-1		1,311.8
		TOM DODSON & ASSOCIA	res \$	2	1,311.8
ACH	PALM AUTO DETAIL IN 1/22 Carwash Svcs f	C /Agency Fleet Vehicle	22199-2		2,345.0
		PALM AUTO DETAIL INC	ć	\$	2,345.0
ACH	W A RASIC CONSTRUCT EN21044-1/22 Pay Es EN20041-1/22 Pay Es	t 3	PE 3-EN210 PE 7-EN200	044 041	5,015.4 72,306.9
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	WR20027.00 8/28-12/31/21 Prof Svcs	152437R	1,628.75
	KENNEDY/JENKS CONSUL	TANTS INC \$	1,628.75
ACH	OSTS INC		
	2/2/22 Confined Space Entry Training	56332	1,200.00
	OSTS INC	\$	1,200.00
ACH	W M LYLES COMPANY EN19001-1/22 Pay Est 15 EN18006-1/22 Pay Est 18 EN19006-1/22 Pay Est 15 EN17110-1/22 Pay Est 22	PE 15-EN19001 PE 18-EN18006 PE 15-EN19006 PE 22-EN17110	3,729,638.19 31,291.02 3,564,931.33 1,282,500.00
	W M LYLES COMPANY	\$	8,608,360.54
ACH	OLIN CORP TP1 4,864 Gals. Sodium Hypochlorite RP5 4,844 Gals. Sodium Hypochlorite CCWW 3,028 Gals. Sodium Hypochlorite RP5 4,704 Gals. Sodium Hypochlorite CCWW 4,014 Gals. Sodium Hypochlorite TP1 4,798 Gals. Sodium Hypochlorite TP1 4,860 Gals. Sodium Hypochlorite TP1 4,814 Gals. Sodium Hypochlorite RP4 4,948 Gals. Sodium Hypochlorite TP1 4,800 Gals. Sodium Hypochlorite	3000067733 3000069159 3000069158 3000068194 3000067734 3000070151 3000069470 3000069157 3000069156 3000068658	4,450.56 4,432.26 2,949.27 4,581.70 3,909.64 4,673.25 4,446.90 4,404.81 4,527.42 4,675.20
	OLIN CORP	\$	43,051.01
ACH	MAUREEN ERBEZNIK AND ASSOCIATE WR20026-1/1-12/31 Prof Svcs	IEUA_FY2022_3	45,000.00
	MAUREEN ERBEZNIK AND	ASSOCIATE\$	45,000.00
ACH	US BANK VOYAGER FLEET SYSTEMS 1/22 Gasoline f/Agency Vehicles US BANK VOYAGER FLEE	8693150932205	
ACH			10,340.70
ACH	AQUA-AEROBIC SYSTEMS INC RP1 Polypropylene Support	1031451	480.01
	AQUA-AEROBIC SYSTEMS	INC \$	480.01
ACH	BIOTAGE LLC Lab Load Sensor,Overflow Sensor	152167	545.43
	BIOTAGE LLC	\$	545.43
ACH	ROGERS ANDERSON MALODY & SCOTT Audit Advisory Svcs-ACFR Review Nov 2021	70001	1,485.00
	ROGERS ANDERSON MALC	DY & SCOTT\$	1,485.00
ACH	SIEMENS INDUSTRY INC RP1 Transducer	5606570861	2,383.43

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	SIEMENS INDUSTRY INC		\$	2,383.43
			•	
ACH	DAVID WHEELER'S PEST CONTROL I RP5 1/2022 Monthly Service	59520		632.00
		59526		928.00
	RP5 1/2022 Monthly Service	59540		585.00
	RP5 1/2022 Monthly Service	59566		585.00
		59567		738.00
		59568		248.00
		59570		1,130.00
		59262		524.00
		59303		524.00
	RP5 1/2022 Monthly Service			1,075.00
		59309		1,222.00
		59344		634.00
	RP5 1/2022 Monthly Service	59469		536.00
	DAVID WHEELER'S PEST	CONTROL J	\$	9,361.00
ACH	KIM'S MASTER AUTO REPAIR			
	Smog Inspection Unit 0808, Install Traile	042458		185.0
	Smog Inspection Unit #1601	042514		35.0
	FltMnt-VEH 0806-Rplc Heater Hose & Assy	042911		312.0
	FltMnt-VEH 0815-Chng Oil, Fltr, Rplc Bttry	042859		428.14
	FltMnt-VEH 0813-Chg Oil, Fltr, Rchrg/Rst 4			268.8
	FltMnt-VEH 1505-Rplc Injetr Hrns,Wrs	042852		309.2
	KIM'S MASTER AUTO REP	AIR	\$	1,538.2
ACH	SNAP GRAPHICS & DESIGN			
	48 Coffee Mugs w/2 Agency Logos	14508		355.8
	SNAP GRAPHICS & DESIG	IN	\$	355.8
	TELCO CORDORATION			
ACH	TRICO CORPORATION RP1 Oil Analysis	P61411		128.0
	Oil Analysis	P61429		64.0
	OII Marysts	101120		
	TRICO CORPORATION		\$	192.0
ACH	EUROFINS EATON ANALYTICAL LLC			
		L0612024		400.0
	1/11/22 Water Sample Analysis	L0612231		1,500.0
		L0612233		1,000.0
	1/11/22 Recycle Water From RP1/RP4	L0612021		400.0
	EUROFINS EATON ANALYI	TICAL LLC	\$	3,300.0
	ATKINSON, ANDELSON, LOYA,			
ACH	1/22 General Labor Advice	643241		13,010.5
ACH	T/27 OCHCTAT TABOA HAVE'DO			
ACH		- OVA	e – –	12 010 5
ACH	ATKINSON, ANDELSON, I	LOYA,	\$	13,010.5
	ATKINSON, ANDELSON, I ENVIRONMENTAL SCIENCE ASSOCIAT		\$	
	ATKINSON, ANDELSON, I ENVIRONMENTAL SCIENCE ASSOCIAT D202000275.03 12/1-12/31/21 Prof Svcs	171076	\$	1,624.8
ACH	ATKINSON, ANDELSON, I ENVIRONMENTAL SCIENCE ASSOCIAT		\$	

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		ENVIRONMENTAL SCIENC	E ASSOCIAT	\$	8,623.8	84
ACH	18,174.64 Lbs Ferri	Chloride Solution c Chloride Solution c Chloride Solution	41130 41214		5,588. 6,125. 5,573.	75 15 -
		CALIFORNIA WATER TECH	HNOLOGIES	\$	17,287.2	23
ACH	FRESNO FIRST BANK EN18006-1/22 Pay Est	t 18	PE 18-EN1	8006	1,646.	90
		FRESNO FIRST BANK		\$	1,646.	90
ACH	TECHNICAL SYSTEMS I EN220002 Prof Svcs	NC	8047-001		6,540.	00
		TECHNICAL SYSTEMS IN	C	\$	6,540.	00
ACH	THE PM GROUP 50 Presentation Fol	ders	21-4103		1,936.3	27
		THE PM GROUP		\$	1,936.3	27
ACH	PRIORITY BUILDING S Jan 2022 Janitorial Jan 2022 Janitorial	Svcs	81317 81318		20,783. 8,400.	
		PRIORITY BUILDING SE	RVICES LLC	\$	29,183.	96
ACH	KRD MANAGEMENT CONS EE&CM/HQ-4/1/21-12/	ULTING LLC 1/21 Prof Svcs	3 4600002	730	12,512.	50
		KRD MANAGEMENT CONSU	LTING LLC	\$	12,512.	50
ACH	MEANS CONSULTING LL PL19005 1/22 Prof S PL19005 12/21 Prof	VCS	IE-5642 IE-5641		4,590. 6,480.	
		MEANS CONSULTING LLC		\$	11,070.	00
ACH	THE SOLIS GROUP EN17042.00 9/1/21-9 EN17042 08/01-08/31	/30/21 Prof. Svcs Prof. Srvs.	7727 7566		1,100. 1,100.	
		THE SOLIS GROUP		\$	2,200.	00
ACH	WATER SYSTEMS CONSU RP1 Aeration 8/1-8/ RP1 11/1-11/30/21 P	31/21 Prof Svcs	6022 6283		2,242. 9,045.	
		WATER SYSTEMS CONSUL	TING INC	\$	11,287.	- 50
ACH	CAPO PROJECTS GROUP EN11039.00 12/2021		5302		24,200.	00
						00

Check	Payee / Description				Amoun
0110011	Inv-Metering Pumps		15026089		4,738.30
		LUTZ JESCO AMERICA C			4,738.30
ACH	STAPLES CONTRACT & (· · · · · · · · · · · · · · · · · · ·		
	Phone Stand, Holder H		3498760154		37.45
		STAPLES CONTRACT & C	OMMERCIAL \$		37.45
ACH	INLAND EMPIRE WINDUS RP1 Tube,Plug,Nipple Tubing		038246 01 038143 01		277.90 181.30
		INLAND EMPIRE WINDUS	TRIAL CO \$		459.20
ACH	RADAR ENVIRONMENTAL January 2022 Monthly		1535		4,826.00
		RADAR ENVIRONMENTAL	INC \$		4,826.00
ACH	ADAM'S FALCONRY SERV 1/2022 Bird Control		16583		1,300.00
		ADAM'S FALCONRY SERV	ICE LLC \$		1,300.00
ACH	FRESNO FIRST BANK EN19001-1/22 Pay Est EN19006-1/22 Pay Est		PE 15-EN19001 PE 15-EN19006	;	196,296.75 187,627.96
		FRESNO FIRST BANK	\$		383,924.71
ACH	MUNICIPAL RESOURCE 0 8/21 Leadership Tra 9/21,10/21 Leadershi	GROUP LLC ining Svcs ip Training Svcs	03-21-407 03-21-497		2,250.00
		MUNICIPAL RESOURCE	ROUP LLC \$		3,150.00
ACH	BANNER BANK EN17110.03-1/22 Pay	Est 18	PE 18-EN17110)	4,925.95
		BANNER BANK	\$		4,925.95
ACH	SENTRIMAX CENTRIFUG RP1 10/25 Field Svc	ES USA INC Call Centrifuge (S/N	1 6002763		7,375.10
		SENTRIMAX CENTRIFUGE	es usa inc \$		7,375.10
ACH	METRO BUILDERS & EN RW15003.05-1/22 Pay		PE 5-RW15003.		47,476.25
		METRO BUILDERS & ENG	GINEERS GRP\$		
ACH	MntclSpltBx-1/19-2/	3707 San Bernardino A 10661 Silicon Ped 0-2/16 Victoria St/Ba 15 11294 Roswell Ave /15 16400 El Prado Ro	8000629815 2/	(. /	6,121.22 60.19 113.96 78.08 3,534.12 86.69

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	MWDTrnt18-1/19-2/15 13400 Betsy Ross Ct I/WLn-1/19-2/15 34 East End-Grand 1630EPmpStn-1/19-2/15 7420 1/2 East BrksRWTrnOt-1/18-2/14 4349 Orchard St MWDTrnt15T-1/18-2/14 12100 Banyan St	8000136547 2 8000031936 2 8000414223 2 8002166155 2 8004147332 2		33.52 19.26 49,197.36 24.60 34.39
	SO CALIF EDISON	\$		59,303.34
ACH	SO CALIF GAS CCWRP/TP-1/3-2/2 14950 Telephone Ave MntBldg/Whs-1/21-2/22 2604 Walnut St TP1-1/21-2/22 2564 Walnut St RP1-1/1-2/1 2450 Phila St RP1-1/1-2/1 2450 Phila St RP2Dg-1/1-2/1 16400 El Prado Rd RP1Cmp1x-12/31-1/31 2450 Phila St RP4-1/20-2/18 12811 6th St TP5-12/30-1/31 6075 Kimball Ave RP5-12/30-1/31 6075 Kimball Ave HQA/B-12/30-1/31 6075 Kimball Ave	14959861 1/2 13484545 2/2 06576432 2/2 11336197 1/2 5300510 1/22 14944655 1/2 12140888 1/2 10605111 2/2 15579076 1/2 13619305 1/2 15729783 1/2	2 2 2 2 2 2 2 2 2 2 2 2 2	40.99 695.75 60.70 50.00 5,424.37 314.44 54.50 34.54 24.07 3,211.09 109.37
	SO CALIF GAS	\$		10,019.82
ACH	LEVEL 3 COMMUNICATIONS LLC 2/2022 993-1600	993-1600 2/2	2	928.34
	LEVEL 3 COMMUNICATIO	DNS LLC \$		928.34
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 4 2/25/22 Employee Ded	HR 010410	0	177.00
	IEUA EMPLOYEES' ASSO	CIATION \$		177.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 4 2/25/22 Employee Ded	HR 010410	0	315.00
	IEUA SUPERVISORS UNI	ON ASSOCIA\$		315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 4 2/25/22 Employee Ded	HR 010410	0	994.10
	IEUA GENERAL EMPLOYE	EES ASSOCIAȘ		994.10
ACH	INLAND EMPIRE UNITED WAY P/R 4 2/25/22 Employee Ded	HR 010410	0	21.00
	INLAND EMPIRE UNITED) way \$		21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 4 2/25/22 Employee Ded	HR 010410	0	612.00
	IEUA PROFESSIONAL EN	IPLOYEES AS\$		612.00
ACH	WEX HEALTH INC P/R 4 2/25/22 Cafeteria Plan	HR 010410	0	4,697.03
	WEX HEALTH INC	\$		4,697.03
ACH	CITY EMPLOYEES ASSOCIATES			

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	P/R 4 2/25/22 Employ	yee Ded	HR 0104100	0 352.50
		CITY EMPLOYEES ASSOC	IATES \$	352.50
ACH	GRAYBAR ELECTRIC CO APX Service Bypass I Ecostruxure Training	Panel g Materials	9324336472 9323131797	264.5 5,333.6
		GRAYBAR ELECTRIC CO	\$	5,598.2
ACH	HI-WAY SAFETY RENTAL Inv- Blck Base Cones	LS INC 5-18" 31b,28" 71b	123686	634.9
		HI-WAY SAFETY RENTAL	S INC \$	634.92
ACH	U S BANK NA 10/21-12/21 Custodia	al Admin Fees	6400334	2,126.24
		U S BANK NA	\$	2,126.2
ACH	INLAND EMPIRE REGION RP2-1/22 Biosolids RP1-1/22 Biosolids	NAL	90030889 90030888	89,209.8 205,842.5
		INLAND EMPIRE REGION	AL \$	295,052.3
ACH	DELGADO, ROBERTO Reim-Rfshmnts f/CRL Reim-1/11/22 Lnch Mi Reim-Rfshmnts f/Hldy	Training-4 Day Cours tg-KM,RD y/Safety/All Hands Mt	CRL WRKSHP 4 39053 ALINA'S REIM-RFSMNTS	426.7 S 46.3 373.0
		DELGADO, ROBERTO	\$	846.1
ACH	BREIG, ANNA Reim Monthly Health	Prem	HEALTH PREM	153.5
		BREIG, ANNA	\$	153.5
ACH	ESTRADA, JIMMIE J Reim Monthly Health	Prem	HEALTH PREM	456.0
		ESTRADA, JIMMIE J	\$	456.0
ACH	HORNE, WILLIAM Reim Monthly Health	Prem	HEALTH PREM	456.0
		HORNE, WILLIAM	\$	456.0
ACH	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH PREM	153.5
		LICHTI, ALICE	\$	153.5
ACH	NOWAK, THEO T Reim Monthly Health	Prem	HEALTH PREM	442.0
		NOWAK, THEO T	\$	442.0

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Check	Payee / Description				Amoun
	Reim Monthly Health	Prem	HEALTH	PREM	153.53
		DYKSTRA, BETTY		\$	 153.53
ACH	MUELLER, CAROLYN Reim Monthly Health	Prem	HEALTH	PREM	153.53
		MUELLER, CAROLYN		\$	 153.53
ACH	CANADA, ANGELA Reim Monthly Health	Prem	HEALTH	PREM	153.53
		CANADA, ANGELA		\$	 153.53
ACH	CUPERSMITH, LEIZAR Reim Monthly Health	Prem	HEALTH	PREM	 153.53
		CUPERSMITH, LEIZAR		\$	 153.53
ACH	HOBBS, DIANA Reim Monthly Health	Prem	HEALTH	PREM	 456.06
		HOBBS, DIANA		\$	456.06
ACH	DELGADO-ORAMAS JR, Reim Monthly Health		HEALTH	PREM	 302.53
		DELGADO-ORAMAS JR, J	OSE	\$	302.53
ACH	GRANGER, BRANDON Reim Monthly Health	Prem	HEALTH	PREM	147.76
		GRANGER, BRANDON		\$	 147.76
ACH	GADDY, CHARLES L Reim Monthly Health	Prem	HEALTH	PREM	 147.76
		GADDY, CHARLES L		\$	 147.76
ACH	WEBB, DANNY C Reim Monthly Health	Prem	HEALTH	PREM	 149.00
		WEBB, DANNY C		\$	 149.00
ACH	HUMPHREYS, DEBORAH Reim Monthly Health		HEALTH	PREM	 151.27
		HUMPHREYS, DEBORAH E]	\$	151.27
ACH	MOUAT, FREDERICK W Reim Monthly Health	Prem	HEALTH	PREM	 151.27
		MOUAT, FREDERICK W		\$	 151.2
ACH	MORGAN, GARTH W Reim Monthly Health	Prem	HEALTH	PREM	149.00
		MORGAN, GARTH W		\$	 149.0

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ACH	ALLINGHAM, JACK Reim Monthly Health		HEALTH PREM		2.27
		ALLINGHAM, JACK	\$		2.27
ACH	MAZUR, JOHN Reim Monthly Health	Prem	HEALTH PREM		511.16
		MAZUR, JOHN	\$		511.16
ACH	HAMILTON, MARIA Reim Monthly Health	Prem	HEALTH PREM		149.00
		HAMILTON, MARIA	\$		149.00
ACH	RAMOS, CAROL Reim Monthly Health	Prem	HEALTH PREM		2.27
		RAMOS, CAROL	Ş		2.27
ACH	FISHER, JAY Reim Monthly Health	Prem	HEALTH PREM		149.00
		FISHER, JAY	\$		149.00
ACH	KING, PATRICK Reim Monthly Health	Prem	HEALTH PREM		2.27
		KING, PATRICK	\$		2.27
ACH	DIETZ, JUDY Reim Monthly Health	Prem	HEALTH PREM		149.00
		DIETZ, JUDY	\$		149.00
ACH	MONZAVI, TAGHI Reim Monthly Health	Prem	HEALTH PREM		2.27
		MONZAVI, TAGHI	\$		2.27
ACH	PETERSEN, KENNETH Reim Monthly Health	Prem	HEALTH PREM		153.53
		PETERSEN, KENNETH	\$		153.53
ACH	TRAUTERMAN, HELEN Reim Monthly Health	Prem	HEALTH PREM		153.53
		TRAUTERMAN, HELEN	\$		153.53
ACH	TIEGS, KATHLEEN Reim Monthly Health	Prem	HEALTH PREM		456.06
		TIEGS, KATHLEEN	\$		456.06
ACH	DIGGS, GEORGE Reim Monthly Health	Prem	HEALTH PREM		456.06
		DIGGS, GEORGE	\$		456.06

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ACH	HAYES, KENNETH Reim Monthly Health	Prem	HEALTH	PREM	456.06
		HAYES, KENNETH		\$	456.06
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem	HEALTH	PREM	151.27
		RODRIGUEZ, LOUIS		\$	151.27
ACH	VARBEL, VAN Reim Monthly Health	Prem	HEALTH	PREM	302.53
		VARBEL, VAN		\$	302.53
ACH	CLIFTON, NEIL Reim Monthly Health	Prem	HEALTH	PREM	302.53
		CLIFTON, NEIL		\$	302.53
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH	PREM	302.53
		WELLMAN, JOHN THOMAS		\$	302.53
ACH	TROXEL, WYATT Reim Monthly Health	Prem	HEALTH	PREM	153.53
		TROXEL, WYATT		\$	153.53
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem	HEALTH	PREM	302.53
		CORLEY, WILLIAM		\$	302.53
ACH	LESNIAKOWSKI, NORBE Reim Monthly Health		HEALTH	PREM	146.52
		LESNIAKOWSKI, NORBER	Т	\$	146.52
ACH	VER STEEG, ALLEN J Reim Monthly Health	Prem	HEALTH	PREM	147.76
		VER STEEG, ALLEN J		\$	147.76
ACH	HACKNEY, GARY Reim Monthly Health	Prem	HEALTH	PREM	511.16
		HACKNEY, GARY		\$	511.16
ACH	TOL, HAROLD Reim Monthly Health	Prem	HEALTH	PREM	153.53
		TOL, HAROLD		\$	153.53
ACH	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH	PREM	153.53

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Check	Payee / Description			Amount
		BANKSTON, GARY	\$	153.53
ACH	ATWATER, RICHARD Reim Monthly Health	Prem	HEALTH PREM	149.00
		ATWATER, RICHARD	\$	149.00
ACH	FIESTA, PATRICIA Reim Monthly Health	Prem	HEALTH PREM	302.53
		FIESTA, PATRICIA	\$	302.53
ACH	CARAZA, TERESA Reim Monthly Health	Prem	HEALTH PREM	2.27
		CARAZA, TERESA	\$	2.27
ACH	ANDERSON, JOHN L Reim Monthly Health	Prem	HEALTH PREM	456.06
		ANDERSON, JOHN L	\$	456.06
ACH	SANTA CRUZ, JACQUEL Reim Monthly Health		HEALTH PREM	727.09
		SANTA CRUZ, JACQUELY	AN \$	727.09
ACH	HECK, ROSELYN Reim Monthly Health	Prem	HEALTH PREM	2.27
		HECK, ROSELYN	\$	2.27
ACH	SOPICKI, LEO Reim Monthly Health	Prem	HEALTH PREM	295.52
		SOPICKI, LEO	\$	295.52
ACH	GOSE, ROSEMARY Reim Monthly Health	Prem	HEALTH PREM	149.00
		GOSE, ROSEMARY	\$	149.00
ACH	KEHL, BARRETT Reim Monthly Health	Prem	HEALTH PREM	149.00
		KEHL, BARRETT	\$	149.00
ACH	RITCHIE, JANN Reim Monthly Health	Prem	HEALTH PREM	149.00
		RITCHIE, JANN	\$	149.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem	HEALTH PREM	362.16
		LONG, ROCKWELL DEE	\$	362.16
ACH	FATTAHI, MIR Reim Monthly Health	Prem	HEALTH PREM	149.00

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		FATTAHI, MIR	\$	149.00
ACH	VERGARA, FLORENTINO Reim Monthly Health	Prem	HEALTH PREM	302.53
		VERGARA, FLORENTINO	\$	302.53
ACH	WALL, DAVID Reim Monthly Health	Prem	HEALTH PREM	359.89
		WALL, DAVID	\$	359.8
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem	HEALTH PREM	151.2
		CHUNG, MICHAEL	\$	151.2
ACH	ADAMS, PAMELA Reim Monthly Health	Prem	HEALTH PREM	2.2
		ADAMS, PAMELA	\$	2.2
ACH	BLASINGAME, MARY Reim Monthly Health	Prem	HEALTH PREM	570.7
		BLASINGAME, MARY	\$	570.7
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem	HEALTH PREM	151.2
		ANDERSON, KENNETH	\$	151.2
ACH	MOE, JAMES Reim Monthly Health	Prem	HEALTH PREM	2.2
		MOE, JAMES	Ş	2.2
ACH	POLACEK, KEVIN Reim Monthly Health	Prem	HEALTH PREM	719.7
		POLACEK, KEVIN	\$	719.7
ACH	ELROD, SONDRA Reim Monthly Health	Prem	HEALTH PREM	151.2
		ELROD, SONDRA	\$	151.2
ACH	FRAZIER, JACK Reim Monthly Health	Prem	HEALTH PREM	2.2
		FRAZIER, JACK	\$	2.2
ACH	HOAK, JAMES Reim Monthly Health	Prem	HEALTH PREM	149.0
		HOAK, JAMES	\$	149.0

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	Reim Monthly Health	Prem	HEALTH	PREM		2.27
		DEZHAM, PARIVASH		\$		2.27
ACH	FOLEY III, DANIEL J. Reim Monthly Health		HEALTH	PREM		210.89
		FOLEY III, DANIEL J.		\$		210.89
ACH	CLEVELAND, JAMES Reim Monthly Health	Prem	HEALTH	PREM		149.00
		CLEVELAND, JAMES		\$		149.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem	HEALTH	PREM		708.06
		LANGNER, CAMERON		\$		708.06
ACH	HAMILTON, LEANNE Reim Monthly Health	Prem	HEALTH	PREM		2.27
		HAMILTON, LEANNE		\$		2.2
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem	HEALTH	PREM		149.00
		HOOSHMAND, RAY		\$		149.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health	Prem	HEALTH	PREM		149.00
		SCHLAPKOHL, JACK		\$		149.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH	PREM		210.8
		POOLE, PHILLIP		\$		210.8
ACH	ADAMS, BARBARA Reim Monthly Health	Prem	HEALTH	PREM		147.7
		ADAMS, BARBARA		\$		147.7
ACH	RUESCH, GENECE Reim Monthly Health	Prem	HEALTH	PREM		153.5
		RUESCH, GENECE		\$		153.5
ACH	VANDERPOOL, LARRY Reim Monthly Health	Prem	HEALTH	PREM		568.2
		VANDERPOOL, LARRY		\$		568.2
ACH	AMBROSE, JEFFREY Reim Monthly Health	Prem	HEALTH	PREM		302.5
		AMBROSE, JEFFREY		\$		302.5

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ACH	MERRILL, DIANE Reim Monthly Health	Prem MERRILL, DIANE	HEALTH PREM \$	569.48
ACH	HOUSER, ROD Reim Monthly Health	Prem HOUSER, ROD	HEALTH PREM \$	717.24
ACH	RUSSO, VICKI Reim Monthly Health	Prem RUSSO, VICKI	HEALTH PREM \$	210.89 210.89
ACH	HUSS, KERRY Reim Monthly Health	Prem HUSS, KERRY	HEALTH PREM \$	989.95 989.95
ACH	BINGHAM, GREGG Reim Monthly Health	Prem BINGHAM, GREGG	HEALTH PREM \$	362.16
ACH	CHARLES, DAVID Reim Monthly Health	Prem CHARLES, DAVID	health prem \$	149.00
ACH	YEBOAH, ERNEST Reim Monthly Health	Prem YEBOAH, ERNEST	health prem \$	149.00 149.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health	Prem ALVARADO, ROSEMARY	HEALTH PREM \$	153.53
ACH	BARELA, GEORGE Reim Monthly Health	Prem BARELA, GEORGE	health prem \$	149.00 149.00
ACH	FETZER, ROBERT Reim Monthly Health	Prem FETZER, ROBERT	health prem \$	719.78 719.78 719.78
ACH	SPAETH, ERIC Reim Monthly Health	Prem SPAETH, ERIC	health prem \$	2.2
ACH	DAVIS, MARTHA Reim Monthly Health	Prem DAVIS, MARTHA	HEALTH PREM \$	2.27

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ACH	BRULE, CHRISTOPHER Reim Monthly Health	Prem	HEALTH PREM	210.89
		BRULE, CHRISTOPHER	\$	210.89
ACH	ROOS, JAMES Reim Monthly Health	Prem	HEALTH PREM	362.16
		ROOS, JAMES	\$	362.16
ACH	MULLANEY, JOHN Reim Monthly Health	Prem	HEALTH PREM	359.89
		MULLANEY, JOHN	\$	359.89
ACH	VALENZUELA, DANIEL Reim Monthly Health	Prem	HEALTH PREM	570.78
		VALENZUELA, DANIEL	\$	570.78
ACH	PACE, BRIAN Reim Monthly Health	Prem	HEALTH PREM	570.78
		PACE, BRIAN	\$	570.78
ACH	KING, JOSEPH Reim Monthly Health	Prem	HEALTH PREM	149.00
		KING, JOSEPH	\$	149.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health	Prem	HEALTH PREM	210.89
		VILLALOBOS, HECTOR	\$	210.89
ACH	BAXTER, KATHLEEN Reim Monthly Health	Prem	HEALTH PREM	210.89
		BAXTER, KATHLEEN	\$	210.89
ACH	PENMAN, DAVID Reim Monthly Health	Prem	HEALTH PREM	570.78
		PENMAN, DAVID	\$	570.78
ACH	ANGIER, RICHARD Reim Monthly Health	Prem	HEALTH PREM	570.78
		ANGIER, RICHARD	\$	570.78
ACH	MERRILL, DEBORAH Reim Monthly Health	Prem	HEALTH PREM	153.53
		MERRILL, DEBORAH	\$	153.53
ACH	O'DEA, KRISTINE Reim Monthly Health	Prem	HEALTH PREM	151.27

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		O'DEA, KRISTINE	\$	151.27
ACH	OAKDEN, LISA Reim Monthly Health	Prem	HEALTH PREM	935.72
		OAKDEN, LISA	\$	935.72
ACH	LAUGHLIN, JOHN Reim Monthly Health	Prem	HEALTH PREM	149.00
		LAUGHLIN, JOHN	\$	149.00
ACH	HUGHBANKS, ROGER Reim Monthly Health	Prem	HEALTH PREM	210.89
		HUGHBANKS, ROGER	\$	210.89
ACH	SPENDLOVE, DANNY Reim Monthly Health	Prem	HEALTH PREM	151.27
		SPENDLOVE, DANNY	\$	151.2
ACH	HOULIHAN, JESSE Reim Monthly Health	Prem	HEALTH PREM	210.89
		HOULIHAN, JESSE	\$	210.89
ACH	WARMAN, EVELYN Reim Monthly Health	Prem	HEALTH PREM	2.2
		WARMAN, EVELYN	\$	2.2
ACH	HERNANDEZ, DELIA Reim Monthly Health	Prem	HEALTH PREM	210.8
		HERNANDEZ, DELIA	\$	210.8
ACH	GUARDIANO, GARY Reim Monthly Health	Prem	HEALTH PREM	151.2
		GUARDIANO, GARY	\$	151.2
ACH	POMERLEAU, THOMAS Reim Monthly Health	Prem	HEALTH PREM	2.2
		POMERLEAU, THOMAS	\$	2.2
ACH	BARRER, SATURNINO Reim Monthly Health	Prem	HEALTH PREM	359.8
		BARRER, SATURNINO	\$	359.8
ACH	LACEY, STEVEN Reim Monthly Health	Prem	HEALTH PREM	786.7
		LACEY, STEVEN	\$	786.7
ACH	MILLS, JOHN Reim Monthly Health	Prem	HEALTH PREM	2.2

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		MILLS, JOHN		\$		2.2
ACH	REED, RANDALL Reim Monthly Health	Prem	HEALTH	PREM		719.78
		REED, RANDALL		\$		719.78
ACH	RAMIREZ, REBECCA Reim Monthly Health	Prem	HEALTH	PREM		359.8
		RAMIREZ, REBECCA		\$		359.8
ACH	RAZAK, HALLA Reim Monthly Health	Prem	HEALTH	PREM		149.0
		RAZAK, HALLA		\$		149.0
ACH	OSBORN, CINDY L Reim Monthly Health	Prem	HEALTH	PREM		359.8
		OSBORN, CINDY L		\$		359.8
ACH	FESTA, GARY Reim Monthly Health	Prem	HEALTH	PREM		279.5
		FESTA, GARY		\$		279.5
ACH	MENDEZ, DAVID G Reim Monthly Health	Prem	HEALTH	PREM		362.1
		MENDEZ, DAVID G		\$		362.1
ACH	DELGADO, FLOR MARIA Reim Monthly Health	Prem	HEALTH	PREM		149.0
		DELGADO, FLOR MARIA		\$		149.0
ACH	GROENVELD, NELLETJE Reim Monthly Health	Prem	HEALTH	PREM		210.8
		GROENVELD, NELLETJE		\$		210.8
ACH	BATONGMALAQUE, CHAR Reim Monthly Health		HEALTH	PREM		362.1
		BATONGMALAQUE, CHARL	IE L	\$		362.1
ACH	BOBBITT, JOHN Reim Monthly Health	Prem	HEALTH	PREM		149.0
		BOBBITT, JOHN		\$		149.0
ACH	NEIGHBORS, CLAUDIA Reim Monthly Health	Prem	HEALTH	PREM		210.8
		NEIGHBORS, CLAUDIA		\$		210.8

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 44 Date 03/30/202
Check	Payee / Description			Amoun
	Reim Monthly Health	Prem	HEALTH PREM	153.53
		CHENG, TINA Y	\$	153.53
ACH	JACKSON, PATRICIA M Reim Monthly Health	Prem	HEALTH PREM	151.27
		JACKSON, PATRICIA M	\$	151.27
ACH	GIBSON, CONSTANCE A Reim Monthly Health	Prem	HEALTH PREM	149.00
		GIBSON, CONSTANCE A	\$	149.00
ACH	GU, JASON Reim Monthly Health	Prem	HEALTH PREM	151.27
		GU, JASON	Ş	151.27
ACH	KOPP, LINDA L Reim Monthly Health	Prem	HEALTH PREM	2.27
		KOPP, LINDA L	Ş	2.27
ACH	SCHERCK, JOHN Reim Monthly Health	Prem	HEALTH PREM	359.89
		SCHERCK, JOHN	\$	359.89
ACH	WOODRUFF, APRIL F Reim Monthly Health	Prem	HEALTH PREM	210.89
		WOODRUFF, APRIL F	\$	210.89
ACH	ELEBY, CRYSTAL Reim Monthly Health	Prem	HEALTH PREM	420.48
		ELEBY, CRYSTAL	\$	420.48
ACH	BUCHANAN, JAMES S Reim Monthly Health	Prem	HEALTH PREM	149.00
		BUCHANAN, JAMES S	\$	149.00
ACH	LUCAS, LARRY Reim Monthly Health	Prem	HEALTH PREM	149.0
		LUCAS, LARRY	\$	149.00
ACH	LOPEZ, MARK A Reim Monthly Health	Prem	HEALTH PREM	359.8
		LOPEZ, MARK A	\$	359.8
ACH	SANTA CRUZ, VICTOR Reim Monthly Health	Prem	HEALTH PREM	578.0
		SANTA CRUZ, VICTOR	\$	578.0

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	les Agency	Page 45 Date 03/30/2022
Check	Payee / Description			Amount
ACH	TRAUGOTT, JEFFREY P Reim Monthly Health		HEALTH PREM	359.89
		TRAUGOTT, JEFFREY P	\$	359.89
ACH	RIVERA, VINCENT J Reim Monthly Health	Prem	HEALTH PREM	719.78
		RIVERA, VINCENT J	\$	719.78
ACH	DOAN, KHANH V Reim Monthly Health	Prem	HEALTH PREM	719.78
		DOAN, KHANH V	\$	719.78
ACH	ARGUELLES, ALEX Reim Monthly Health	Prem	HEALTH PREM	786.72
		ARGUELLES, ALEX	\$	786.72
ACH	PROCTOR, CRAIG Reim Monthly Health	Prem	HEALTH PREM	786.72
		PROCTOR, CRAIG	\$	786.72
ACH	STONE, VICTORIA L Reim Monthly Health	Prem	HEALTH PREM	570.78
		STONE, VICTORIA L	\$	570.78
ACH	KREIMEYER, CARL L Reim Monthly Health	Prem	HEALTH PREM	359.89
		KREIMEYER, CARL L	\$	359.89
ACH	CHAVEZ, NESTOR Reim Monthly Health	Prem	HEALTH PREM	359.89
		CHAVEZ, NESTOR	\$	359.89
ACH	MCCHRISTY, KAREN Reim Monthly Health	Prem	HEALTH PREM	151.27
		MCCHRISTY, KAREN	\$	151.27
ACH	ROSALES, TIMOTEO P Reim Monthly Health	Prem	HEALTH PREM	719.78
		ROSALES, TIMOTEO P	\$	719.78
ACH	PELLY, GARY Reim Monthly Health	Prem	HEALTH PREM	569.48
		PELLY, GARY	\$	569.48
ACH	GUTIERREZ, MICHAEL Reim Monthly Health		HEALTH PREM	153.53
		GUTIERREZ, MICHAEL (C \$	153.5

Report: ZFIR TREASURERInland Empire Utilities AgencyPage46For 02/01/2022 ~ 02/28/2022Treasurer ReportDate 03/30/2022

Check Payee / Description

Amount

ACH ROBISON, JOHN Reim Monthly Health Prem HEALTH PI	REM 149.00
	Left 149.00
ROBISON, JOHN	\$ 149.00
ACH DELZER, HARLAN D Reim Monthly Health Prem HEALTH PI	REM 302.53
DELZER, HARLAN D	\$ 302.53
ACH OAKDEN, SCOTT A Reim Monthly Health Prem HEALTH PI	REM 786.72
OAKDEN, SCOTT A	\$ 786.72
ACH HEIN, DAVID J Reim Monthly Health Prem HEALTH PI	REM 210.89
HEIN, DAVID J	\$ 210.89
ACH VALENCIA, CHRISTINA Reim Monthly Health Prem HEALTH PI	REM 210.89
VALENCIA, CHRISTINA	\$ 210.89
ACH FRESQUEZ, ADRIAN Reim Monthly Health Prem HEALTH P	REM 359.89
FRESQUEZ, ADRIAN	\$ 359.89
ACH MALDONADO, ARTHUR Reim Monthly Health Prem HEALTH P	REM 2.27
MALDONADO, ARTHUR	\$ 2.27
ACH SARMIENTO, JESSICA Reim Monthly Health Prem HEALTH P.	REM 210.89
SARMIENTO, JESSICA	\$ 210.89
ACH VANBREUKELEN, ALBERT Reim Monthly Health Prem HEALTH P	REM 149.00
VANBREUKELEN, ALBERT	\$ 149.00
ACH EMPOWER RETIREMENT P/R 3 2/11/22 Deferred Comp HR 01	03700 81,242.88
EMPOWER RETIREMENT	\$ 81,242.88

Grand Total Payment Amount: \$ 18,644,273.90

Attachment 2D

Vendor Wires (excludes Payroll)

	: ZFIR TREASURER /01/2022 ~ 02/28/2022		ties A	gency	Page Date	1 03/30/202
Check	Payee / Description					Amoun
Wire	STATE BOARD OF EQUAL 1/22 Sales Tax Depos		2378	4561 1/22		10,976.00
		STATE BOARD OF EQUAL	LIZATI	ON \$		10,976.00
Wire	EMPLOYMENT DEVELOPM P/R 4 2/25/22 Taxes P/R 4 2/25/22 Taxes	ENT DEPARTM	HR HR	0104100 0104100		59,443.23 14,280.88
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		73,724.13
Wire	INTERNAL REVENUE SEP/R 4 2/25/22 Taxes	RVICE	HR	0104100		344,546.52
		INTERNAL REVENUE SE	RVICE	\$		344,546.52
Wire	EMPLOYMENT DEVELOPMI P/R DIR 2 2/11/22 Ta P/R 103 2/14/22 Taxe	axes	HR HR HR	0103600 0103500 0103500		432.01 57.48 96.22
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		585.76
Wire	INTERNAL REVENUE SE P/R DIR 2 2/11/22 Ta		HR HR	0103600 0103500		2,831.38 1,135.23
		INTERNAL REVENUE SE	RVICE	\$		3,966.63
Wire	STATE DISBURSEMENT P/R 4 2/25/22	UNIT	HR	0104100		2,360.8
		STATE DISBURSEMENT	UNIT	\$		2,360.83
Wire	EMPLOYMENT DEVELOPM P/R 203 2/11/22 Taxo P/R 203 2/11/22 Taxo	es	HR HR	0103800 0103800		155.5
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		277.8
Wire	INTERNAL REVENUE SE P/R 203 2/11/22 Tax		HR	0103800		2,717.2
		INTERNAL REVENUE SE	RVICE	\$		2,717.2
Wire	7/6/20-9/27/21 2028 2/22 Health Ins-Boa	3 Arrears Contributi 3 Admin Fee (Arrears	0 1668 - 1668 1668 1668	4885 4855 2627 2/22 2620 2/22		3,060.3 500.0 5,713.5 305,498.7
		PUBLIC EMPLOYEES' R	ETIREM	ENT S\$		314,772.7
Wire	STATE DISBURSEMENT P/R 3 2/11/22	UNIT	HR	0103700		2,360.8
		STATE DISBURSEMENT	UNIT	\$		2,360.8

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	ies Ag	jency	Page Date	2 03/30/2022
Check	Payee / Description					Amount
Wire	EMPLOYMENT DEVELOPM P/R 3 2/11/22 Taxes P/R 3 2/11/22 Taxes	ENT DEPARTM	HR HR	0103700 0103700		62,648.88 14,609.00
		EMPLOYMENT DEVELOPME	NT DEI	PARTM\$		77,257.88
Wire	INTERNAL REVENUE SEI P/R 3 2/11/22 Taxes	RVICE	HR	0103700	:	357,523.56
		INTERNAL REVENUE SER	VICE	\$		357,523.56
Wire	CALPERS GASB 68 Reports & So	chedules	10000	000167185		2,250.00
		CALPERS		\$		2,250.00
Wire	PUBLIC EMPLOYEES RE P/R 3 2/11/22 PERS P/R 3 2/11 PERS Adj	TIREMENT SY		0103700 2/11 ADJ		202,487.43 324.58
		PUBLIC EMPLOYEES RET	IREME	NT SYŞ		202,812.01
Wire	EMPOWER RETIREMENT P/R 4 2/25/22 Defer	red Comp	HR	0104100		80,936.64
		EMPOWER RETIREMENT		\$		80,936.64
Wire	METROPOLITAN WATER December 2021 Water		10640	0	3,	032,573.90
		METROPOLITAN WATER I	DISTRI	CT \$	з,	032,573.90

Grand Total Payment Amount: \$ 4,509,642.49

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for February 11 ,2022 Presented at Board Meeting on April 20, 2022

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,368.71	\$2,103.63
Marco A. Tule	\$2,992.30	\$1,789.49
Michael Camacho	\$4,652.76	\$1,695.10
Steven J. Elie	\$4,277.79	\$1,676.01
Paul Hofer	\$0.00	\$0.00
TOTALS	\$15,291.56	\$7,264.23

	Count	Amount
TOTAL EFTS PROCESSED	4	\$7,264.23
TOTAL CHECKS PROCESSED	0	\$0.00
CHECK NUMBERS USED	N/	A

DIRECTOR PAYSHEET IEUA/MWD SAWPA (alternate) 1 of 2

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

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/4/2022	IEUA - Meeting w/IEUA staff re MWD Drought Messaging	Yes (staff)	\$0.00
1/5/2022	IEUA - CBRFA Commission Meeting in-person	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop in-person	Yes (same day)	\$0.00
1/6/2022	IEUA-Southern Coalition/Inland Caucus Mtg Conference Call	Yes	\$260.00
1/7/2022	IEUA - Meeting w/ Jim Curatalo & John Bosler from CVWD re: IEUA- CBP issues and updates	Yes	\$260.00
1/10/2022	MWD - Committee Meetings via Zoom	Yes	\$260.00
1/11/2022	MWD - Committee Meetings & Board Meeting via Zoom	Yes	\$260.00
1/12/2022	IEUA- IEUA Community & Legislative Affairs Committee & Eng. Ops, & Water Resources Committee Meetings via MS Teams	Yes	\$260.00
1/17/2022	IEUA - Meeting w/IEUA staff re MWD Matters	Yes (staff)	\$0.00
1/17/2022	IEUA - Meeting w/ Adan Ortega re: MWD issues and updates. Water issues in Disadvantaged Communities.	Yes	\$260.00
1/18/2022	IEUA - RP-5 Construction Site Tour	Yes	\$260.00
1/19/2022	IEUA – IEUA Board Meeting via MS Teams	Yes	\$260.00
1/25/2022	MWD - Committee Meetings and Special Board Meeting via Zoom	Yes	\$260.00
	ΤΟΤΑΙ	REIMBURSEMENT	\$2,600.00

TOTAL REIMBURSEMENT \$2,600.00 TOTAL MEETINGS ATTENDED **TOTAL MEETINGS PAID**

13

10

Director's Signature

-2000)

Michael Camacho, Vice President

Shing; Deshmul 41-50

Approved by: Shivaji Deshmukh

DIRECTOR PAYSHEET IEUA/MWD SAWPA (alternate) 2 of 2

NOTE:

IEUA/MWD/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$40.00 – difference between SAWPA (\$220.00 (eff. 1/21) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

DIRECTOR PAYSHEET IEUA/CBWM/CBWB CDA/Regional Policy Cte (alternate) 1 of 2

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

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/4/2022	IEUA - NWRI Officers Meeting via MS Teams	Yes	\$260.00
1/4/2022	IEUA - Chino City Council Meeting	Yes (same day)	\$0.00
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - Meeting with GM Deshmukh & Board Secretary/Office Manager Denise Garzaro	Yes (same day)	\$0.00
1/5/2022	IEUA - SCWC Legislative Task Force Conference Call	Yes (same day)	\$0.00
1/6/2022	IEUA - SCWC Strategic Planning Task Force Conference Call	Yes	\$260.00
1/11/2022	IEUA- IEUA 101 & Tour of RP-5 with Chino Mayor Pro Tem Marc Lucio	Yes	\$260.00
1/12/2022	IEUA- IEUA Community & Legislative Affairs Committee Meeting via MS Teams	Yes	\$260.00
1/14/2022	IEUA - SCWC Executive Committee Meeting via Zoom	Yes	\$260.00
1/19/2022	IEUA – IEUA Board Meeting via MS Teams	Yes	\$260.00
1/21/2022	IEUA- SCWC Quarterly Board Meeting & Luncheon in Newport Beach	Yes	\$260.00
1/25/2022	IEUA - Chino Hills City Council Meeting	Yes	\$260.00
1/26/2022	CBWB - Chino Basin Water Bank Meeting via MS Teams	Yes	\$260.00
1/27/2022	CBWM - Chino Basin WaterMaster Meeting via Zoom	Yes (decline payment)	\$0.00

TOTAL REIMBURSEMENT

\$2,600.00

TOTAL MEETINGS ATTENDED

15

TOTAL MEETINGS PAID

10

Shivingi Deshmulk

Steven J. Elie, President

Director's Signature

S 1. Ela

Approved by: Shivaji Deshmukh

DIRECTOR PAYSHEET IEUA/CBWM/CBWB CDA/Regional Policy Cte (alternate) 2 of 2

NOTE:

IEUA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

CBWM

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 7/01/19). IEUA pays both primary and alternate for attendance. (i.e., \$135.00 - 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 to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates.

CDA

Up to 10 days of service per month per Ordinance No. 107, (i.e., \$120.00 - difference between CDA (\$150 and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet. CDA pays both primary and alternate for attendance.

CBWB

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$160.00 - difference between CBWB (\$100.00 and Agency meetings \$260.00 (eff. 7/01/19)), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.

Regional Policy Committee

Up to 10 days of service per month per Ordinance No. 107, 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).

*Decline IEUA portion of CBWM

IEUA DIRECTOR PAYSHEET IEUA\IERCA CBWB (alternate) 1 of 2

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

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - SCWC Legislative Task Force Conference Call	Yes (same day)	\$0.00
1/7/2022	IEUA - Meeting with Dale Hunter re: CAAWEF Executive Committee Meeting via Google Meet	Yes	\$260.00
1/11/2022	IEUA - Rialto City Council Meeting	Yes	\$260.00
1/13/2022	IEUA - CAAWEF Executive Committee Meeting via Zoom	Yes	\$260.00
1/17/2022	IEUA - Meeting with Dale Hunter re: Budget Review via Google Meet	Yes	\$260.00
1/18/2022	IEUA - IEWorks Leadership Meeting via Zoom	Yes	\$260.00
1/18/2022	CASA - CASA Board Package Review with Adam Link	Yes (same day)	\$0.00
1/18/2022	IEUA - SCWC Black History	Yes (same day)	\$0.00
1/18/2022	IEUA - Redistricting Community Forum via Zoom	Yes (same day)	\$0.00
1/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes	\$260.00
1/19/2022	CASA – CASA Communications Committee Meeting via Zoom	Yes (same day)	\$0.00
1/20/2022	CASA – CASA Federal Legislative Committee Meeting via Zoom	Yes	\$260.00
1/20/2022	CASA – CASA Board of Directors Meeting via Zoom	Yes (same day)	\$0.00
1/25/2022	IEUA - WEEA Leadership Roundtable via Zoom	Yes	\$260.00
1/25/2022	IEUA - Meeting with Redistricting Partners via MS Teams	Yes (same day)	\$0.00
1/25/2022	IEUA - Fontana City Council Meeting	Yes (same day)	\$0.00
1/26/2022	IEUA - CAAWEF Board Meeting Prep	Yes	\$260.00
1/27/2022	CASA – CASA Air Quality, Climate Change, & Energy (ACE) Workgroup via Zoom	Yes (10 mtg max)	\$0.00

IEUA DIRECTOR PAYSHEET IEUA\IERCA CBWB (alternate) 2 of 2

1/27/2022	IEUA - IEWorks Board Meeting via Zoom	Yes (same day)	\$0.00
1/27/2022	IEUA - SCWC Stormwater Task Force Committee Meeting	Yes (same day)	\$0.00
1/31/2022	IEUA - SCWC Legislative Task Force Meeting via Zoom	Yes (10 mtg max)	\$0.00
TOTAL REIMBURSEMENT			\$2,600.00

\$2,600.00

TOTAL MEETINGS ATTENDED **TOTAL MEETINGS PAID** 23 10

Director's Signature Jasm. a. Hall

Jasmin A. Hall, Director

Shiway Deshmath

Approved by: Shivaji Deshmukh, General Manager

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

CBWB

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$160.00 - difference between CBWB (\$100.00 and Agency meetings \$260.00 (eff. 7/01/19)), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.

DIRECTOR PAYSHEET IEUA/IERCA 1 of 1

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

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes	\$0.00
1/6/2022	IEUA - Meeting with GM Deshmukh	Yes (staff)	\$0.00
1/12/2022	IEUA - IEUA Finance & Administration Committee Meeting via MS Teams	Yes	\$0.00
1/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes	\$0.00
	\$0.00		
TOTAL MEETINGS ATTENDED			5
	τοτα	L MEETINGS PAID	0

<u>NOTE:</u>

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

Director Hofer has waived all stipend payments.

Director's Signature

Paul Hofer, Director

String Deshmuth

Approved by:

DIRECTOR PAYSHEET IEUA/CDA/SAWPA/Regional Policy Cte IERCA/CBWM (alternate) 1 of 2

MARCO TULE EMPLOYEE NO.: 1520 ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/12/2022	IEUA- IEUA Engineering, Operations & Water Resources Committee & Finance & Admin Committee Meetings via MS Teams	Yes	\$260.00
1/13/2022	IEUA- Chino Basin Desalter Authority Board Meeting via Zoom	Yes	\$260.00
1/17/2022	IEUA - SAWPA Meeting Prep with Manager of Inter- Agency Relations Cathleen Pieroni via MS Teams	Yes (staff)	\$0.00
1/17/2022	IEUA - Meeting with SAWPA GM Jeff Mosher in Claremont	Yes	\$260.00
1/18/2022	SAWPA - SAWPA Commission Meeting via Zoom	Yes	\$260.00
1/18/2022	IEUA - RP-5 Construction Site Tour	Yes (same day)	\$0.00
1/19/202 <u>2</u>	IEUA - IEUA Board Meeting In-person	Yes	\$260.00
<mark>1/17/2022</mark> s/b 1/26/2	IEUA - Meeting with GM Deshmukh and President Elie in Claremont	Yes	\$260.00
1/27/2022	CBWM - Chino Basin WaterMaster Meeting via Zoom	Yes	\$260.00
	ΤΟΤΑΙ	REIMBURSEMENT	\$2,080.00

Director's Signature

and the for the

Marco Tule, Director

TOTAL MEETINGS ATTENDED

nivari

11

TOTAL MEETINGS PAID

8

Deshma \$1758 Approved by:

Shivaji Deshmukh, General Manager

DIRECTOR PAYSHEET IEUA/CDA/SAWPA/Regional Policy Cte IERCA/CBWM (alternate)

2 of 2

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

Regional Policy Committee

Up to 10 days of service per month per Ordinance No. 107, 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).

CDA

Up to 10 days of service per month per Ordinance No. 107, (i.e., \$120.00 - difference between CDA (\$150 and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet. CDA pays both primary and alternate for attendance

SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$40.00 – difference between SAWPA (\$220.00 (eff. 1/21) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

CBWM

Up to 10

days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 7/01/19). IEUA pays both primary and alternate for attendance. (i.e., \$135.00 - 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. 107, 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 respreseantive and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates.

Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 3 Checks	PP 3 EFTs	PP 4 Checks	PP 4 EFTs	#N/A	PP EFTs	February
NET PAY TO EE	\$0.00	\$841,071.59	\$0.00	\$808,793.49	\$0.00	\$0.00	\$1,649,865.08

INLAND EMPIRE UTITLIES AGENCY

Payroll for February 11, 2022

Presented at Board Meeting on April 20, 2022

GROSS PAYROLL COSTS			\$1,508,493.93
DEDUCTIONS			(\$667,422.34)
NET PAYROLL			841,071.59
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	394	394
AMOUNT	\$0.00	\$841,071.59	\$ <u>841,071.59</u>

INLAND EMPIRE UTITLIES AGENCY

Payroll for February 25, 2022

Presented at Board Meeting on April 20, 2022

GROSS PAYROLL COSTS			\$1,457,721.82
DEDUCTIONS			(\$648,928.33)
NET PAYROLL			808,793.49
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	376	376
AMOUNT	\$0.00	\$808,793.49	\$808,793.49



Report on General Disbursements

Deborah Berry Manager of Finance and Accounting April 2022

Staff's Recommendation



• Approve the total disbursements for the month of February 2022 in the amount of \$26,230,056.38.

The Report on General Disbursements is consistent with *IEUA's Business Goal under Fiscal Responsibility*, specifically safeguarding the Agency's fiscal health to effectively support short-term and long-term needs, while providing the best value for our customers.

CONSENT CALENDAR ITEM **1 C**



Date: April 20, 2022

To: The Honorable Board of Directors	From: Shivaji Deshmukh, C	General Manager
Committee: Engineering, Operations & Water R	esources	• 04/13/22

SSD

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Amend Contract for Landscape Maintenance Services to include additional Scope of Service

Executive Summary:

The Inland Empire Utilities Agency (Agency) has eighteen sites within the service area that require routine as well as periodic landscape maintenance services. These sites include all treatment facilities, lift stations, recycled water reservoirs and pump stations, and the Chino Creek Park and Wetlands. The services provided are industry-accepted maintenance practices intended to keep the Agency facility's landscaped grounds safe and presentable to the public.

The Agency currently has a contract with Liberty Landscape, Inc. for routine landscape maintenance services, scheduled to expire June 30, 2025. Staff is requesting an amendment to the contract. In support of effectively and efficiently addressing emergency, safety-related and non-routine concerns, including but not limited to replacing and repairing damaged irrigation components, installing paver walkways, landscape enhancement projects, homeless encampment cleanups, and large tree maintenance. The requested amendment shall include the addition of "as-needed services" to the existing scope of work and an increase of \$350,000 to the total contract value supporting the supplementary services and Consumer Price Index (CPI) increases. The proposed amendment will increase the contract price to a not-to-exceed amount of \$1,440,500 over the remaining contract term.

Staff's Recommendation:

1. Approve Amendment No. 4600002893-001 to Liberty Landscape, Inc. to provide Landscape 'As-Needed Services' for an additional \$350,000 over the remaining contract term; and

2. Authorize the General Manager to execute the amendment to the service contract.

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

Fiscal Impact (explain if not budgeted):

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

 \bullet

Prior Board Action:

May 20, 2020, Board approved the contract for Landscape Maintenance Services.

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

- Attachment 1 PowerPoint Attachment 2 - Landscape Services Contract 4600002893
- Attachment 3 Additional 'Scope of Services'



Liberty Landscape As-Needed Services Amendment

Frank Sotomayor Facilities Program Supervisor April 2022

Scope of Services

Current Routine Maintenance

- Monitoring of all Agency sites
- Debris removals
- -Weeding landscapes
- Tree pruning of 15 feet or less
- Clipping of plant materials
- Minor irrigation repairs

New Additional Services

- -Major irrigation repairs or add-ons
- -Landscape enhancement projects
- -Emergency tree work
- -Vegetation removals
- Masonry projects
- Homeless encampment clean ups



Inland Empire Utilities Agency

Additional Emergency Work





Recommendation



- Approve Amendment No. 4600002893-001 to Liberty Landscape, Inc. to provide Landscape 'As-Needed Services' for an additional \$350,000 over the remaining contract term; and
- Authorize the General Manager to execute the amendment to the service contract.

Liberty Landscape Services Contract, is consistent with the IEUA's **Business Goal of Business Practices** specifically the Efficiency & Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.



CONTRACT AMENDMENT NUMBER: 4600002893-001 FOR LANDSCAPE MAINTENANCE SERVICES AT ALL IEUA FACILITIES

THIS AMENDMENT NUMBER ONE TO CONTRACT NUMBER 4600002893 between the Inland Empire Utilities Agency (IEUA) and Liberty Landscaping, Inc., of Riverside, California, shall revise the Contract as follows:

REVISE SECTION 4, SCOPE OF WORK & SERVICES, ADD A PARAGRAPH "G" TO READ:

G. Additional Contractor services and responsibilities shall include and be in accordance with Contractor's Proposal, dated March 15, 2022, which is attached hereto, incorporated herein, and made a part hereof as **Exhibit A**.

REVISE SECTION 6, COMPENSATION, ADDING A PARAGRAPH, TO READ:

As compensation for the work to be performed under this Contract, Agency shall pay Contractor **a** *not-to-exceed maximum* **\$1,440,500.00** for all work satisfactorily provided hereunder. This includes an additional \$350,000.00 in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

The parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

INLAND EMPIRE UTILITIES AGENCY:

(*A MUNICIPAL WATER DISTRICT)

LIBERTY LANDSCAPING, INC.:

—DocuSigned by: Manuel T. Mendez E18301810082420

3/15/2022

Manuel Mendes Regional Manager (Date)

Shivaji Deshmukh General Manager

(Date)

Exhibit A



~~~~~ Phone: (951) 683-2999 ~ email: office@libertylandscaping.com ~ Fax: (951) 683-2591 ~~~~~~

Date: 3/15/2022

## **Quotation Sheet:**

| Hourly Labor Fees | Hourly Rate | Overtime Rate | Holiday Rate | Emergency Call- |
|-------------------|-------------|---------------|--------------|-----------------|
|                   |             |               |              | Out Rate        |
| Laborer           | \$39.00     | \$58.50       | \$58.50      | \$58.50         |
| Foreman           | \$55.00     | \$82.50       | \$82.50      | \$82.50         |
| Irrigation Tech   | \$62.00     | \$93.00       | \$93.00      | \$93.00         |
| Supervisor        | \$72.00     | \$108.00      | \$108.00     | \$108.00        |
| Spray             | \$100.00    | \$150.00      | \$150.00     | \$150.00        |
| Tech/including    |             |               |              |                 |
| chemicals         |             |               |              |                 |

## **Tree Care Labor Rates:**

| Ground Tree      | \$55.00        | \$82.50  | \$82.50  | \$82.50  |
|------------------|----------------|----------|----------|----------|
| Worker           |                |          |          |          |
| Climber          | \$77.00        | \$115.50 | \$115.50 | \$115.50 |
| Dump truck       | \$525.0        | Per Day  | \$787.50 | \$787.50 |
| Tractor Operator | \$77.00        | Per Hour | \$115.50 | \$115.50 |
| Tree Boom Truck  | \$150.00       | Per Hour | \$225.00 | \$225.00 |
| Tractor          | \$600.00       | Per Day  | \$900.00 | \$900.00 |
| Rental Equipment | Based on Quote |          | Quote    | Quote    |

## Amendment for ADDITIONAL SCOPE OF WORK to include "AS-NEEDED LANDSCAPE MAINTENANCE SERVICES"

As needed, the Contractor will provide all manpower, equipment, vehicles, projectspecific materials, and supplies needed to complete the work, in accordance with Agency's request and the Contractor's proposal or estimate, which will be incorporated herein and made a part hereof as appropriate. This type of work may be occasionally urgent in nature (due to windstorm damage or mainline irrigation breaks), and crew(s) must be available to respond within 24 hours.

- A. Contractor will, for each job assignment, carefully consider the personnel time required, the materials needed, and any equipment that will increase the efficiency of the tasks required. All pertinent information will be made part of a price quote, consistent with the pricing schedule (see Exhibit A), and will be submitted to the Agency's Project Manager for review and approval. Upon approval, the as-needed work will be added to this contract.
- B. Through the duration of this contract, the Agency and Contractor may identify additional tasks, which on a "time and material" basis, shall be reduced to writing, signed by both parties, and made part of this contract. Some additional projects can consist of, but are not limited to the following:
  - 1. Replacing or repairing major irrigation system components such as master valves, gate valves, mainline leaks, or an irrigation controller.
  - 2. Performing special actions ahead of scheduled dignitary visits or public events.
  - 3. Extending paver walkways.
  - 4. Installing replacement plantings.
  - 5. Performing irrigation relocation work in advance of Agency construction projects.
  - 6. Installing a one-time landscape-related enhancement project at the request of Agency staff.
  - Providing tree care work (pruning at greater than 15' height; removing and stump grinding of dead or fallen trees; thinning excess tree biomass in the Agency's Chino Creek Park adjacent to Headquarters).
  - 8. Vegetation removal.
  - 9. Homeless encampment clean-ups.
  - 10. Masonry projects.

CONSENT CALENDAR ITEM **1D** 



Date: April 20, 2022

To: The Honorable Board of DirectorsFrom: Shivaji Deshmukh, General ManagerCommittee: Engineering, Operations & Water Resources04/13/22

SSD

**Staff Contact:** Christiana Daisy, Deputy General Manager

Subject: Contract Award for Regional Water Recycling Plant No. 1 Coating and Painting Services

## **Executive Summary:**

The Agency owns numerous facilities, which includes process piping and equipment that require a protective coating. Every five years, these facilities and process areas require re-coating and repainting to protect against damage from exposure to the environment. On January 11, 2022, a competitive Request for Proposal (RFP-GD-22-001) was issued through PlanetBids Network to provide industrial coatings to necessary pipes, equipment, and tanks throughout Regional Water Recycling Plant No. 1 (RP-1). Out of sixteen potential contractors who participated in the mandatory job-walk, seven submitted proposals. The evaluation team scored Tony Painting the highest due to submitting the most comprehensive proposal, demonstrating that they understood the scope of work, has been contracted with the Agency on several projects performing similar work, and continues to meet all Agency expectations. Tony Painting had the third lowest proposal and highest overall score.

The RP-1 Coating and Painting Services Contract No. 4600003126 to Tony Painting will be for a not-to-exceed amount of \$1,131,514.00.

## Staff's Recommendation:

1. Award a service contract for the RP-1 Coating and Painting Services to Tony Painting, for a not-to-exceed amount of \$1,131,514.00;

2. Increase the project PA22002 budget amount from \$750,000 to \$1,200,000; and

3. Authorize the General Manager to execute the service contract.

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

Account/Project Name:

PA22002 Agency Wide Coatings & Paintings with additional funds from Regional Operations and Maintenance (RO) Fund, Professional Fees and Services.

Fiscal Impact (explain if not budgeted):

An amount of \$750,000.00 was budgeted from FY 2021-22 and requesting an additional \$450,00.00 to cover contracted services and contingency costs.

## **Prior Board Action:**

July 18, 2018 - Contract Award for Process Painting for Regional Water Recycling Plant No. 4 (RP-4)

August 16, 2017 - Contract Award for Process Painting for Regional Water Recycling Plant No.5 (RP-5)

## **Environmental Determination:**

**Statutory Exemption** 

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

## **Business Goal:**

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

#### Attachments:

Attachment 1 - Contract No. 4600003126 for RP-1 Coating and Painting Services -Click to download Attachment 2 - PowerPoint Presentation



# RP-1 Coating & Painting Services Contract



Frank Sotomayor Facilities Program Supervisor April 2022

Inland Empire Utilities Agency

# **RP-1 Coating & Painting Services**

- The Agency owns numerous facilities, which include process piping and equipment that require a protective coating.
- Surfaces include:
  - Process piping
  - Catwalks
  - Tanks
  - Hose bibs
  - Fire hydrants
  - Transformers







# **Proposal Evaluation**



Seven proposals were received on February 2, 2022, and were scored based on predetermined weighted criteria.

| Bidders Ranked using Selection<br>Criteria |                     |  |  |
|--------------------------------------------|---------------------|--|--|
| 1. Tony Painting                           | Garden<br>Grove, CA |  |  |
| 2. CTG Construction Inc.                   | Wilmington,<br>CA   |  |  |
| 3. Arena Painting Contractors              | Kenai, AK           |  |  |
| 4. U.S National Corp                       | Pacoima, CA         |  |  |
| 5. A.J. Fistes Services Corporation        | San Pedro, CA       |  |  |
| 6. Unified Field Services Corporation      | Bakersfield,<br>CA  |  |  |
| 7. MC Painting                             | Oceanside, CA       |  |  |

## **Selection Criteria**

- Level of experience and knowledge of scope of work
- Approach
- Project Timeline/Projected Completion
- References
- Cost
- Exceptions taken to the specifications

# **Proposal Evaluation Results**

- The evaluation of the seven proposals received concludes that Tony Painting would provide best value to the Agency.
  - -Great Value
    - Past performance, methodology, experience, references, and competitive pricing.
  - Contract Term: 13 Months
  - Experience with the Agency
    - Regional Water Recycling Plant No.4
    - Regional Water Recycling Plant No.5
    - Pipe Garden Project
    - Headquarters Facilities



## Recommendation



- Approve amendment for project PA22002 budget amount from \$750,000 to \$1,200,000; and
- Authorize the General Manager to execute the service contract.

The RP-1 Painting Services Contract, is consistent with the IEUA's **Business Goal of Business Practices** specifically the Asset Management - IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use. Inland Empire Utilities Agency

MUNICIPAL WATER DISTRIC





Date: April 20, 2022

| <b>Date:</b> April 20, 2022                 | 700                                     |
|---------------------------------------------|-----------------------------------------|
| To: The Honorable Board of Directors        | From: Shivaji Deshmukh, General Manager |
| Committee: Engineering, Operations & W      | Vater Resources04/13/22                 |
| Finance & Administration                    | 04/13/22                                |
| <b>Staff Contact:</b> Christiana Daisy, Dep | outy General Manager                    |
| Subject: RP-1 East Influent Gate Replacer   | nent Construction Contract Award        |

M

## **Executive Summary:**

Two main trunk lines (east and west) bring sewer flows into Regional Water Recycling Plant No.1 (RP-1) through the influent structure with gates to divert flow to either of two open-channel flow meters. The existing east gate currently leaks and has reached the end of its useful life. The gate system does not have redundancy to provide personnel with a safe work environment. Additionally the covers over the influent flow meter structures have excessive wear and tear. This project will install two new influent gates, replace the two influent flow meter covers, install two influent channel covers with access openings, and install on-site traffic safety barriers. Additionally, the existing sump pump discharge pipeline at Plant 2 will be rerouted to eliminate liquid accumulation in the off line primary clarifier.

On January 27, 2022, Inland Empire Utility Agency (IEUA) issued an invitation for bids to the under \$2,000,000 prequalified contractors. On February 23, 2022, IEUA received three construction bids. Tharsos Inc. was the lowest responsive, responsible bidder with a bid price of \$302,000. The engineer's estimate was \$462,000. Furthermore, staff is recommending a total project budget transfer in the amount of \$175,000.

## **Staff's Recommendation:**

1. Award a construction contract for the RP-1 East Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000;

 Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project EN21042, in the amount of \$175,000 in the RO/10800 Fund; and
 Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 175,000

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehab EN21042/RP-1 East Influent Gate Replacement

## Fiscal Impact (explain if not budgeted):

If approved, the total project budget and FY 2021/22 budget in the amount of \$175,000 will transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-1 East Influent Gate Replacement, Project EN21042, in the Regional Operations and Maintenance (10800/RO) Fund.

Full account coding (internal AP purposes only): 1000 - 127154 - 10800 - 590000 Project No.: EN17043/EN21042 1000 - 127151 - 10800 - 590000

## **Prior Board Action:**

None.

## **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.

## **Business Goal:**

The RP-1 East Influent Gate Replacement Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality Asset Management objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

## Attachments:

Attachment 1 - PowerPoint Attachment 2 - Construction Contract

# **Attachment 1**



## RP-1 East Influent Gate Replacement Construction Contract Award Project EN21042

Pierre Cayatte, P.E. Senior Engineer April 2022

## **Project Location: Regional Water Recycling Plant No. 1**



PROJECT LOCATION MAP

Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

# **Project Background**

## • Current Conditions:

- East Influent Gate leaks; end of useful life.
- Influent Gate System not flexible or reliable.
- Flow Monitoring Structure Covers have excessive wear.
- Plant 2 Sump Pump drain line is a vector concern.



Existing Slide Gate System Left (West) / Middle (East) / Right (Future)

Future Slide Gate System Location

Covers Over Flowmeter Structure

Inland Empire Utilities Agency

# **Project Scope of Work**



- Install a secondary set of slide gates
- Install additional access hatches
- Replace covers on existing Parshall flume metering structures
- Install safety guardrail barriers and removable bollards
- Plant 2 Sump Pump Discharge
  - Relocate the existing 6" sump pump discharge pipeline

nland Empire Utilities Agency

## **Contractor Selection**



Three bids were received on February 23, 2022:

| Bidder's Name                      | Final Bid Amount |
|------------------------------------|------------------|
| Tharsos, Inc.                      | \$302,000        |
| J.R. Filanc Construction Co., Inc. | \$504,000        |
| Genesis Construction Co., Inc.     | \$546,999        |
| Engineer's Estimate                | \$462,000        |

# **Project Budget and Schedule**

| Description                              | Estimated Cost |
|------------------------------------------|----------------|
| Design Services                          | \$128,889      |
| Design Consultant Contract               | \$61,935       |
| IEUA Design Services (actuals)           | \$66,954       |
| Construction Services                    | \$114,820      |
| Engineering Services During Construction | \$69,520       |
| IEUA Construction Services (~15%)        | \$45,300       |
| Construction                             | \$347,300      |
| Construction Contract (this action)      | \$302,000      |
| Contingency (~15%)                       | \$45,300       |
| Total Project Cost                       | \$591,009      |
| Total Project Budget:                    | \$450,000      |
| Budget Transfer (this action)*:          | \$175,000      |
| Revised Total Project Budget:            | \$625,000      |

Project MilestoneDateConstructionConstruction Contract AwardApril 2022Construction CompletionNovember 2022

\*Budget transfer from the RP-4 Primary Clarifier Rehab Project (10800 Fund)

Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

# Recommendation



- Award a construction contract for the RP-1 Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000;
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project EN21042, in the amount of \$175,000 in the RO/10800 Fund; and
- Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

The RP-1 East Influent Gate Replacement Project is consistent with *IEUA's business goal of Wastewater Management*, specifically the Water Quality Asset Management objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

# Attachment 2

## **RP-1 East Influent Gate Replacement Contract**

## 1.0 CONTRACT

THIS CONTRACT, made and entered into this <u>20th</u> day of <u>April</u>, 20<u>22</u>, by and between Tharsos, Inc.

hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "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

<u>RP-1 East Influent Gate Replacement, Project No. EN21042</u>, 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 the Bidding and Contract Requirements, Section C Bid Forms and accepted by IEUA, and set forth in this below.

| Total Bid Price \$_ | Three Hundred and | Two Thousand |
|---------------------|-------------------|--------------|
| Dollars.            |                   |              |

and Zero 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 <u>one hundred and eighty(180</u>) calendar days after award of the Contract. 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 General Conditions, Section C – Changes to the Contract 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.
- 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, Engineer, 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 fullest 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<sup>\*</sup>, 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. CONTRACTOR

By \_\_\_

General Manager Shivaji Deshmukh By \_\_\_\_\_\_ Michael Lopez President *Title* 

\* A Municipal Water District





Date: April 20, 2022

| Date: April 20, 2022                                 | SDD                            |            |
|------------------------------------------------------|--------------------------------|------------|
| To: The Honorable Board of Directors                 | From: Shivaji Deshmukh, Genera | ıl Manager |
| Committee: Engineering, Operations & Water F         | Resources                      | 04/13/22   |
| Finance & Administration                             |                                | 04/13/22   |
| <b>Executive Contact:</b> Christiana Daisy, Deputy C | General Manager                |            |
| Subject: RP-1 Solids Hot Water Loop Replacen         | nent Amended Change Order      |            |

## **Executive Summary:**

On October 21, 2020, Inland Empire Utilities Agency (IEUA) awarded a \$996,000 construction contract to Ferreira Construction Company for the RP-1 Solids Hot Water Loop Replacement Project. The scope included replacing 720 feet of hot water loop pipeline that had reached the end of its useful life. The loop supplies the digesters with heat to maintain the needed temperature for the anaerobic digestion process. During construction, staff requested the contractor to provide cost to replace an additional 100 feet of pipe to complete the replacement of the entire underground hot water system. The contractor submitted a cost of \$180,000 to complete the work, and the not-to-exceed value was approved by the IEUA Board in July 2021. Since then, all work has been completed. Unfortunately, after the completion, the contractor's costs exceeded the original estimate by approximately \$40,000 due to delays in procurement and construction challenges. IEUA also incurred additional costs for labor and bypass piping rental that were not originally anticipated in the project cost estimate.

Therefore, staff recommends an increase of \$40,000 to the original \$180,000 change order bringing the new total to \$220,000. Finally, staff is recommending a total project budget and FY 2021/22 budget transfer of \$210,000.

## **Staff's Recommendation:**

1. Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);

2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the RO/10800 Fund; and

3. Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$210,000

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehabilitation EN20065/RP-1 Solids Hot Water Loop Replacement

## Fiscal Impact (explain if not budgeted):

If approved, the total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, will be \$210,000 in the Regional Operations and Maintenance (10800/RO) Fund.

Full account coding (internal AP purposes only): 1000 - 127151 - 10800 - 590000 Project No.: EN20065/EN17043 1000 - 127154 - 10800 - 590000

## **Prior Board Action:**

In July 2021, the Board of Directors approved a construction change order to Ferreira Construction Company for the not-to-exceed amount of \$180,000.

In October 2020, the Board of Directors awarded a Construction Contract to Ferreira Construction Company for \$996,000 and approved a budget transfer from the future Project EN21040 to Project EN20065, in the amount of \$560,000 and advanced the 21/22 Fiscal Year budget for EN21040 to the 20/21 Fiscal Year in the amount of \$250,000.

## **Environmental Determination:**

Categorical Exemption

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

## **Business Goal:**

The RP-1 Solids Hot Water Loop 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, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

# **Attachment 1**

Inland Empire Utilities Agency

# **RP-1 Solids Hot Water Loop Replacement**

10

Revised Construction Change Order Project EN20065



April 2022

# **Project Location: Regional Plant 1**

Inland Empire Utilities Agency



# **The Project**

- RP-1 Solids Hot Water Loop Replacement Project
  - Awarded in October 2020 to Ferreira Construction Co.
  - Board approved Change Order in July 2021 for \$180,000.
- Replace 720 Feet of Pipeline
  - 360 feet for supply and 360 feet for return.
  - Replace 15 existing valves and add 11 new valves.



Removed Corroded Line



New Hot Water Loop Pipeline

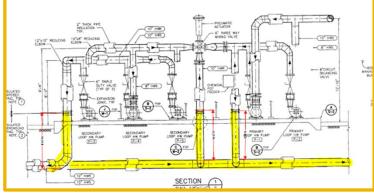
Inland Empire Utilities Agency a municipal water district

# **The Problem/Opportunity**

- Hot Water Loop Issues:
  - Three emergency projects in the last two years
  - Corrosion occurring in multiple locations
- Opportunity
  - Replace remaining 100 lineal feet of pipeline
- Unforeseen Costs
  - -Procurement delays
    - Additional months of bypass
    - Additional labor
    - Natural gas for boilers
  - -Hydro excavation
  - -Slurry backfill



**Corrosion on Pipeline** 



Additional 100 lineal feet to be replaced

# **Project Budget**

| Description                              | Estimated Cost |
|------------------------------------------|----------------|
| Design Services                          | \$86,194       |
| Design Consultant Contract               | \$25,000       |
| IEUA Design Services (actuals)           | \$61,194       |
| Construction Services                    | \$298,631      |
| Engineering Services During Construction | \$56,020       |
| IEUA Construction Services               | \$242,611      |
| Construction                             | \$1,381,542    |
| Construction Contract                    | \$1,161,542    |
| Previously Approved Change Order         | \$180,000      |
| Change Order Increase (this action)      | \$40,000       |
| Total Project Cost:                      | \$1,766,367    |
| Total Project Budget:                    | \$1,560,000    |
| Budget Transfer (this action):           | \$210,000      |
| Revised Total Project Budget:            | \$1,770,000    |

| Project Milestone              | Date         |  |
|--------------------------------|--------------|--|
| Construction                   |              |  |
| Construction Contract Award    | October 2020 |  |
| Original Completion            | July 2021    |  |
| Actual Construction Completion | August 2021  |  |

\*Budget transfer from the RP-4 Primary Clarifier Rehabilitation Project (10800 Fund)

Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

## Recommendation



- Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the RO/10800 Fund; and
- Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.

The RP-1 Solids Hot Water Loop Replacement Project is consistent with *IEUA's Business Goal of Wastewater Management and Water Reliability*, that IEUA is committed to providing a reliable and cost-effective water supply, promoting sustainable water use throughout the region, and is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

consent calendar item **1G** 



Date: April 20, 2022To: The Honorable Board of DirectorsCommittee: Finance & Administration

From: Shivaji Deshmukh, General Manager 04/13/22

SD

Staff Contact:Javier Chagoyen-Lazaro, Acting Assistant General ManagerSubject: Adoption of Resolution No. 2022-4-8 to Update the Agency's Investment Policy

## **Executive Summary:**

The Agency's Investment Policy (Policy) mandates an annual review and Board approval of the Policy or whenever there are significant changes. The Fiscal Year 2021/22 Investment Policy was updated and approved on April 21, 2021. As the Agency's investment advisor, PFM Asset Management LLC (PFM), has reviewed the Agency's current Policy and confirmed the Policy is in compliance with the California Government Code (CGC) which governs the investment of public funds.

The Policy remains unchanged from the prior year apart from a minor edits related to the Agency's organizational structure title changes, which took effect on January 27, 2022.

The Policy continues to emphasize the Agency's public funds management objectives of safety, liquidity, and return on investment, listed in order of priority and consistent with CGC.

## **Staff's Recommendation:**

Adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.

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

Project No .:

Fiscal Impact (explain if not budgeted):

## **Prior Board Action:**

On April 21, 2021, the Board of Directors adopted Resolution No. 2021-4-2, approving the Agency's Investment Policy for Fiscal Year 2021/22.

**Environmental Determination:** Not Applicable

## **Business Goal:**

The amendments to the investment policy are consistent with the Agency's Business Goal of Fiscal Responsibility in optimizing the Agency's investment of surplus funds in accordance with the Agency's Investment Policy.

## Attachments:

- Attachment 1 Background
- Attachment 2 Resolution 2022-4-8
- Attachment 3 Agency FY 2022/23 Investment Policy
- Attachment 4 Blacklined or Tracked Changes to FY 2021/22 Investment Policy
- Attachment 5 PowerPoint



# Background

Subject: Adoption of Resolution 2022-4-8 to Update the Agency's Investment Policy

The FY 2022/23 Investment Policy (Policy) established procedures and guidelines by which surplus funds can be managed in a prudent and fiscally sound manner. The Policy encompasses those funds over which the Agency exercises fiscal control, stipulates allowable and unallowable investment alternatives, establishes parameters for selecting broker/dealers and financial institutions with which the Agency may do business and prioritizes the Agency's public funds management objectives of safety, liquidity, and yield. The Policy also mandates a review and approval by the Board to be done annually, or whenever there are significant changes. The Policy was last updated and approved in April 2021.

The Agency contracts with PFM Asset Management LLC (PFM) to provide investment advisory services and day to day management of the Agency's portfolio consistent with the Agency's Investment Policy Section 5. As the Agency's investment advisor, PFM reviewed the Agency's FY 2022/23 Investment Policy to ensure it remains compliant with the California Government Code (CGC) sections that governs the investment of public funds.

PFM had no recommended changes as there have been no changes to the relevant Government Code sections effective, January 1, 2022, that would require a change to IEUA's Policy.

The only updates included in the Policy are those related to title changes related to the new organizational structure effective January 27, 2022.

The Agency's Policy continues to emphasize the primary objectives of the investment activities of safety, liquidity, and return on investments, listed in order of priority.

## **RESOLUTION NO. 2022-4-8**

## **RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE ANNUAL UPDATE OF THE AGENCY'S\* INVESTMENT POLICY**

WHEREAS, a "Statement of Investment Policy" is rendered to the Board of Directors on an annual basis or whenever there are recommended changes, whichever occurs first;

**WHEREAS**, the Secretary/Treasurer, the General Manager or Assistant General Manager of the Inland Empire Utilities Agency (Agency), in accordance with Government Code Section 53646.(a)(2), shall annually prepare and submit a Statement of Investment Policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; and

WHEREAS, the existing policy has been reviewed and revised in order to provide for operational flexibility without sacrificing internal controls or increasing financial risk to the Agency.

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

- Section 1. The revisions, if any, to the Inland Empire Utilities Agency\* Investment Policy dated April 2022 are to be adopted.
- Section 2. This resolution shall take effect from and after its date of adoption.
- Section 3. Upon adoption of this resolution, Resolution No. 2021-4-2 is hereby rescinded in its entirety.

Resolution No. 2022-4-8 Page 2 of 3

**ADOPTED** this 20<sup>th</sup> day of April 2022

ATTEST:

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

Marco Tule Secretary/ Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof Resolution No. 2022-4-8 Page 3 of 3

STATE OF CALIFORNIA ) )SS COUNTY OF SAN BERNARDINO )

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-8, was adopted at a regular Board Meeting on April 20<sup>th</sup>, 2022, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

(SEAL)



# INVESTMENT POLICY 2022/2023

## INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY TABLE OF CONTENTS

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## INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY

## 1.0 POLICY

WHEREAS; The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

WHEREAS; the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC 5922 and CGC 53601 et seq.; and

WHEREAS; Assistant General Manager (AGM) or the General Manager (GM) of the Inland Empire Utilities Agency (IEUA) shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646[a]).

NOW, THEREFORE, BE IT RESOLVED that the policy of IEUA is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the IEUA; and (iii) the highest investment return while conforming to all statutes governing the investment of IEUA funds within the constraints of this Investment Policy.

## 2.0 SCOPE

This Investment Policy applies to all surplus monies of IEUA, as defined below.

Surplus Monies are defined, for the Investment Policy, as all funds of the IEUA except:

- Monies held in Deferred Compensation Accounts
- Monies held in Capital Capacity Reimbursement Accounts
- Bond funds pursuant to bond documents

## Pooling of funds

Except for cash in certain restricted and special funds, IEUA will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## 3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of IEUA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy,

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## 4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- A. Safety: Safety of principal is the foremost objective of the investment program. Investments made by IEUA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.
- **B.** *Liquidity:* The investment portfolio will remain sufficiently liquid to enable IEUA to meet all operating requirements which might be reasonably anticipated.
- **C.** *Return on Investments:* The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low- risk securities in anticipation of earning a fair return relative to the risk being assumed.

## 5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC §53600, et seq. Management's responsibility for the investment program is hereby delegated for a one-year period by the Board of Directors, to the Assistant General Manager (AGM) or the General Manager (GM) who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked by the Board of Directors. Subject to review, the Board of Directors may renew the delegation of authority each year. The AGM or the GM shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons/positions responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the AGM or the GM. The AGM or GM shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The AGM and/or GM may engage the services of one or more external investment advisors to assist in the management of the IEUA's investment portfolio in a manner consistent with this Investment Policy and the Agency's investment objectives and any written directions provided by the AGM or GM. Furthermore, the advisors may not take possession of IEUA's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

## 6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

## 7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

If IEUA plans to initiate investment transactions on its own behalf, excluding bank deposits and investments made directly with an issuer, the AGM or the GM shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

In selecting the *financial institutions* for the deposit or investment of IEUA funds, the AGM or the GM's consideration shall include the depository's latest equity/asset ratio data and continue to monitor the financial institutions' credit characteristics and financial history throughout the period during which IEUA funds are deposited or invested.

The minimum qualifications for Agency approved depository/financial institutions include: (i) that they must be at least three (3) years old; have total assets in excess of ten (\$10) billion dollars; a core capital/asset ratio of 5 percent or better; or (ii) have total assets in excess of five hundred million dollars (\$500,000,000); and a core capital/asset ratio of 6 percent or better.

For the services of *banks, savings banks, and savings and loan associations,* depository agreements shall be prepared by the AGM or the GM and authorized representatives of the respective financial institutions for consideration and execution by the Board of Directors.

If IEUA plans to initiate investment transactions on its own behalf, for *broker/dealer* services utilized to invest in government securities and other investments, the AGM or the GM is designated to select only brokers/dealers who are licensed and in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the IEUA's investment needs.

If IEUA has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, *brokers/dealers and financial institution* to conduct transaction on the IEUA's behalf.

## 8.0 AUTHORIZED AND SUITABLE INVESTMENTS

IEUA's investments are governed by Government Code. Within the investments permitted by the Government Code, IEUA seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this investment policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

- A. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- **B.** Federal agency or United States government-sponsored enterprise o b l i g a t i o n s, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. State Municipal Securities Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property.

owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor's, F-1 by Fitch, and MIG-1 by Moody's. These ratings for short term municipal securities signify the issuer's strong capacity to pay principal and interest. Not more than 10 percent of IEUA's funds shall be invested in state and local municipal securities.

- D. California Local Agency Municipal Securities Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the IEUA. Given potential issues with arbitrage regulations, IEUA's legal counsel shall review any potential purchase of IEUA's own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- E. Bank deposits, including demand deposit accounts, savings account, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.
- F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) and/or "A-1" (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.
- G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.
- **H.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):
  - (1) The entity meets the following criteria:
    - (a) Is organized and operating in the United States as a general corporation;
    - (b) Has total assets more than five hundred million dollars (\$500,000,000);
    - (c) Has debt other than commercial paper, if any, that is rated in category of "A" or its equivalent or better by a NRSRO.

- (2) The entity meets the following criteria:
  - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;
  - (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;
  - (c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

- I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in-house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.
- J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).

Whenever the IEUA has any funds invested in a LGIP, the AGM or the GM shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.

- K. Money Market Funds Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars (\$500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.
- L. Repurchase Agreements IEUA may invest in repurchase agreements with banks and dealers with which IEUA has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.
  - 1) Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the Agency has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the AGM or GM and will not be allowed to fall below 102 percent of the value of the repurchase agreement plus the value of collateral more than the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by the United States or any agency of the United States.

- 2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to IEUA shall always be maintained in the securities subject to a repurchase agreement.
- M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.
- N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

**Ineligible Investments:** Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. IEUA may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. IEUA may hold these instruments until their maturity dates.

## 9.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to Board approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the AGM or GM.

## 10.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by IEUA shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to IEUA by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

## 11.0 DIVERSIFICATION

The Board of Directors recognize that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The Board of Directors acknowledges that from time to time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case by case basis, the Board of Directors may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

The AGM or the GM shall periodically establish diversification guidelines, within the context of this policy, and strategies to control any risks of default, market price changes, and illiquidity.

## 12.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The AGM or the GM may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the Agency has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the AGM and/or GM.

## 13.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the Board of Directors has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines will be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

## 14.0 PORTFOLIO MATURITY LIMITATION

The weighted average maturity of the entire portfolio shall not exceed three (3) years.

## 15.0 MONITORING CREDIT RATINGS

The AGM or the GM or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the AGM or the GM shall make a written recommendation to the Board as to whether this security should be held or sold prior to maturity.

## 16.0 REPORTING

The AGM or the GM shall submit to each member of the Board of Directors a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC §53646, to include:

- a. Type of investment
- b. Name of institution
- c. Date of maturity
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities
- f. Rate of interest/earnings (yield)
- g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a Board of Directors' minute action (wavier) and, that (ii) IEUA will meet its expenditure obligations for the next six months. The AGM or the GM shall maintain a complete and timely record of all investment transactions in support of the above statement.

## 17.0 INTERNAL CONTROLS

The-AGM or the GM is responsible for establishing and maintaining a control structure designed to ensure that the assets of the IEUA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the IEUA's annual audit.

## 18.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the AGM or the GM shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6-month US Treasury Bill, average LAIF yield rate).

If the Agency has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to IEUA's safety, liquidity, return objectives. This comparative analysis is included in the investment report presented to the Board of Directors quarterly.

## 19.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The Board shall be responsible for maintaining guidance over this Investment Policy to ensure that IEUA can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

## 20.0 STATE LAW

The legislated authority of the IEUA's investments is covered in Sections 53601, 53607, 53635, 53638, 53646, 53652, and 53653 of the Government Code. It is the policy of the IEUA to comply with the State laws governing its investments.

## 21.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Board of Directors of IEUA (A Municipal Water District). Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the Board of Directors.

## ADOPTED AND APPROVED:

Name: Camacho, Elie, Hall, Hofer, Tule

Title: Board of Directors

Date: April 20, 2022

## APPENDIX: GLOSSARY OF CASH MANAGEMENT TERMS

#### BOND PROCEEDS:

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

## BROKER:

A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

## CERTIFICATE OF DEPOSIT (CD):

A time deposit with a specific maturity evidenced by a certificate.

# CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

### COLLATERAL:

Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

#### COMMERCIAL PAPER:

A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

#### CREDIT RISK:

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

## CUSTODIAN:

A bank or other financial institution that keeps custody of stock certificates and other assets.

#### DEALER:

A dealer, as opposed to a broker, acts a s a principal in all transaction, buying and selling for his own risk and account or inventory.

## **DELIVERY OF SECURITIES:**

There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

#### DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

#### DURATION:

A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

# **FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits.

# FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):

The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

## INTEREST ONLY STRIPS:

The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

#### **INTEREST RATE RISK:**

The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

#### **INVERSE FLOATER:**

Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

#### INVESTMENT POLICY:

A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

## INVESTMENT PORTFOLIO:

A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

## LIQUIDITY:

The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

## LOCAL AGENCY INVESTMENT FUND (LAIF):

An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

#### MARKET VALUE:

The price at which a security is currently being sold in the market. See FAIR VALUE.

## MASTER REPURCHASE AGREEMENT:

A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

## MATURITY:

The date that the principal or stated value of a debt instrument becomes due and payable.

#### MEDIUM-TERM NOTES (MTNs):

Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

# NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):

A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc.(Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

#### NEGOTIABLE CERTIFICATES OF DEPOSIT:

Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type of deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

#### PAR VALUE:

The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

## PRIMARY DEALER:

A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)registered securities broker/dealers, banks and a few unregulated firms.

#### PRINCIPAL:

The face or par value of a debt instrument or the amount of capital invested in a security.

## PRUDENT INVESTMENT STANDARD:

The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

## RANGE NOTES:

Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

#### RATE OF RETURN:

- 1) The yield which can be attained on a security based on its purchase price or its current market price.
- 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

#### **REPURCHASE AGREEMENT (RP OR REPO):**

A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the Agency) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the Agency) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

# REVERSE REPURCHASE AGREEMENT (REVERSE REPO):

A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the Agency) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the Agency) money for the period of the agreement with terms of the agreement structured to compensate buyer.

## SAFEKEEPING:

A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

#### SECURITIES:

Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

## SECURITIES AND EXCHANGE COMMISSION (SEC):

Agency created by Congress to protect investors in securities transactions by administering securities legislation.

## SECONDARY MARKET:

A market for the repurchase and resale of outstanding issues following the initial distribution.

## SUPRANATIONALS:

International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

## TOTAL RETURN:

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

## TREASURY SECURITIES:

Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

## WEIGHTED AVERAGE MATURITY (WAM):

The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

## YIELD:

The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

Exhibit A

## INLAND EMPIRE UTILITIES AGENCY OFFICE OF THE ASSISTANT GENERAL MANAGER OR GENERAL MANAGER INVESTMENT ADVISOR

The following investment advisor is authorized to provide investment services to the IEUA, in accordance with the IEUA's Investment Policy:

- 1. PFM Asset Management LLC Contract Number 4600002440
  - a. Approved 12/20/2017, expiring 1/10/2021.
  - b. Contract Extension Approved 10/27/2020, expiring 1/10/2023

Exhibit B

## INLAND EMPIRE UTILITIES AGENCY ASSISTANT GENERAL MANAGER OR GENERAL MANAGER

Authorized Brokers/Dealers

NONE



# INVESTMENT POLICY 2022/2023

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## INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY

## 1.0 POLICY

WHEREAS; The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

WHEREAS; the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC 5922 and CGC 53601 et seq.; and

WHEREAS; the Executive Manager of Finance and Administration/Assistant General Manager (EMFA/AGM) > Assistant General Manager (AGM) or the General Manager (GM) of the Inland Empire Utilities Agency (IEUA) shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC \$53646[a]).

NOW, THEREFORE, BE IT RESOLVED that the policy of IEUA is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the IEUA; and (iii) the highest investment return while conforming to all statutes governing the investment of IEUA funds within the constraints of this Investment Policy.

## 2.0 SCOPE

This Investment Policy applies to all surplus monies of IEUA, as defined below.

Surplus Monies are defined, for the Investment Policy, as all funds of the IEUA except:

- Monies held in Deferred Compensation Accounts
- Monies held in Capital Capacity Reimbursement Accounts
- Bond funds pursuant to bond documents

## Pooling of funds

Except for cash in certain restricted and special funds, IEUA will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## 3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of IEUA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

## 4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- **A.** *Safety:* Safety of principal is the foremost objective of the investment program. Investments made by IEUA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.
- **B.** *Liquidity:* The investment portfolio will remain sufficiently liquid to enable IEUA to meet all operating requirements which might be reasonably anticipated.
- **C.** *Return on Investments:* The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low- risk securities in anticipation of earning a fair return relative to the risk being assumed.

## 5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC §53600, et seq. Management's responsibility for the investment program is hereby delegated for a one-year period by the Board of Directors, to the Executive Manager of Finance and Administration/ Assistant General Manager (EMFA/AGM) Assistant General Manager (AGM) or the General Manager (GM) who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked by the Board of Directors. Subject to review, the Board of Directors may renew the delegation of authority each year. The EMFA/AGM AGM or the GM shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons/positions responsible for investment Policy and the procedures established by the EMFA/AGM AGM or the GM shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The EMFA/AGM AGM and/or GM may engage the services of one or more external investment advisors to assist in the management of the IEUA's investment portfolio in a manner consistent with this Investment Policy and the Agency's investment objectives and any written directions provided by the EMFA/AGM AGM or GM. Furthermore, the advisors may not take possession of IEUA's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

## 6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

## 7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

If IEUA plans to initiate investment transactions on its own behalf, excluding bank deposits and investments made directly with an issuer, the <u>EMFA/AGM AGM</u> or the GM shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

In selecting the *financial institutions* for the deposit or investment of IEUA funds, the <u>EMFA/AGM AGM</u> or the GM's consideration shall include the depository's latest equity/asset ratio data and continue to monitor the financial institutions' credit characteristics and financial history throughout the period during which IEUA funds are deposited or invested.

The minimum qualifications for Agency approved depository/financial institutions include: (i) that they must be at least three (3) years old; have total assets in excess of ten (\$10) billion dollars; a core capital/asset ratio of 5 percent or better; or (ii) have total assets in excess of five hundred million dollars (\$500,000,000); and a core capital/asset ratio of 6 percent or better.

For the services of *banks, savings banks, and savings and loan associations,* depository agreements shall be prepared by the <u>EMFA/AGM</u> <u>AGM</u> or the GM and authorized representatives of the respective financial institutions for consideration and execution by the Board of Directors.

If IEUA plans to initiate investment transactions on its own behalf, for *broker/dealer* services utilized to invest in government securities and other investments, the <u>EMFA/AGM\_AGM</u> or the GM\_is designated to select only brokers/dealers who are licensed and in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the IEUA's investment needs.

If IEUA has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, *brokers/dealers and financial institution* to conduct transaction on the IEUA's behalf.

## 8.0 AUTHORIZED AND SUITABLE INVESTMENTS

IEUA's investments are governed by Government Code. Within the investments permitted by the Government Code, IEUA seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this investment policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

- A. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise o b l i g a t i o n s, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

- C. State Municipal Securities Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor's, F-1 by Fitch, and MIG-1 by Moody's. These ratings for short term municipal securities signify the issuer's strong capacity to pay principal and interest. Not more than 10 percent of IEUA's funds shall be invested in state and local municipal securities.
- D. California Local Agency Municipal Securities Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the IEUA. Given potential issues with arbitrage regulations, IEUA's legal counsel shall review any potential purchase of IEUA's own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- E. Bank deposits, including demand deposit accounts, savings account, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.
- F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) and/or "A-1" (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.
- G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.
- **H.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):
  - (1) The entity meets the following criteria:
    - (a) Is organized and operating in the United States as a general corporation;
    - (b) Has total assets more than five hundred million dollars (\$500,000,000);
    - (c) Has debt other than commercial paper, if any, that is rated in category of "A" or its equivalent or better by a NRSRO.

- (2) The entity meets the following criteria:
  - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;
  - (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;
  - (c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

- I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in-house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.
- J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).

Whenever the IEUA has any funds invested in a LGIP, the CFO/AGM AGM or the GM shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.

- K. Money Market Funds Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars (\$500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.
- L. Repurchase Agreements IEUA may invest in repurchase agreements with banks and dealers with which IEUA has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.
  - 1) Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the Agency has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the <u>EMFA/AGM AGM</u> or the GM and will not be allowed to fall below 102 percent of the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by the United States or any agency of the United States.

- 2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to IEUA shall always be maintained in the securities subject to a repurchase agreement.
- M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.
- N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

**Ineligible Investments:** Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. IEUA may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. IEUA may hold these instruments until their maturity dates.

## 9.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to Board approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the <u>EMFA/AGM</u> <u>AGM</u> or the GM\_

## 10.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by IEUA shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to IEUA by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

## 11.0 DIVERSIFICATION

The Board of Directors recognize that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The Board of Directors acknowledges that from time to time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case by case basis, the Board of Directors may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

The EMFA/AGM AGM or the GM shall periodically establish diversification guidelines, within the context of this policy, and strategies to control any risks of default, market price changes, and illiquidity.

## 12.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The EMFA/AGM AGM or the GM may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the Agency has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the <u>EMFA/AGM AGM</u> and/or GM.

## 13.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the Board of Directors has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines will be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

## 14.0 PORTFOLIO MATURITY LIMITATION

## 15.0 MONITORING CREDIT RATINGS

The EMFA/AGM AGM or the GM or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the EMFA/AGM AGM or the GM shall make a written recommendation to the Board as to whether this security should be held or sold prior to maturity.

## 16.0 REPORTING

The <u>EMFA/AGM</u> AGM or the GM shall submit to each member of the Board of Directors a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC §53646, to include:

- a. Type of investment
- b. Name of institution
- c. Date of maturity
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities
- f. Rate of interest/earnings (yield)
- g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a Board of Directors' minute action (wavier) and, that (ii) IEUA will meet its expenditure obligations for the next six months. The <u>EMFA/AGM AGM</u> or the GM shall maintain a complete and timely record of all investment transactions in support of the above statement.

## 17.0 INTERNAL CONTROLS

The <u>EMFA/AGM</u> <u>AGM</u> or the GM is responsible for establishing and maintaining a control structure designed to ensure that the assets of the IEUA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the IEUA's annual audit.

## 18.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the <u>EMFA/AGM AGM</u> or the GM shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6-month US Treasury Bill, average LAIF yield rate).

If the Agency has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to IEUA's safety, liquidity, return objectives. This comparative analysis is included in the investment report presented to the Board of Directors quarterly.

## 19.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The Board shall be responsible for maintaining guidance over this Investment Policy to ensure that IEUA can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

## 20.0 STATE LAW

The legislated authority of the IEUA's investments is covered in Sections 53601, 53607, 53635, 53638, 53646, 53652, and 53653 of the Government Code. It is the policy of the IEUA to comply with the State laws governing its investments.

## 21.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Board of Directors of IEUA (A Municipal Water District). Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the Board of Directors.

## ADOPTED AND APPROVED:

Name: Camacho, Elie, Hall, Hofer, Tule

- Title: Board of Directors
- Date: April 20, 2022

## APPENDIX: GLOSSARY OF CASH MANAGEMENT TERMS

## BOND PROCEEDS:

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

## BROKER:

A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

## CERTIFICATE OF DEPOSIT (CD):

A time deposit with a specific maturity evidenced by a certificate.

# CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

### COLLATERAL:

Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

#### COMMERCIAL PAPER:

A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

#### CREDIT RISK:

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

## CUSTODIAN:

A bank or other financial institution that keeps custody of stock certificates and other assets.

#### DEALER:

A dealer, as opposed to a broker, acts a s a principal in all transaction, buying and selling for his own risk and account or inventory.

## **DELIVERY OF SECURITIES:**

There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

#### DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

#### DURATION:

A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

# **FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits.

# FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):

The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

#### **INTEREST ONLY STRIPS:**

The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

#### **INTEREST RATE RISK:**

The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

#### **INVERSE FLOATER:**

Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

#### INVESTMENT POLICY:

A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

## INVESTMENT PORTFOLIO:

A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

## LIQUIDITY:

The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

## LOCAL AGENCY INVESTMENT FUND (LAIF):

An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

#### MARKET VALUE:

The price at which a security is currently being sold in the market. See FAIR VALUE.

## MASTER REPURCHASE AGREEMENT:

A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

## MATURITY:

The date that the principal or stated value of a debt instrument becomes due and payable.

#### MEDIUM-TERM NOTES (MTNs):

Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

# NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):

A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc.(Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

#### NEGOTIABLE CERTIFICATES OF DEPOSIT:

Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type of deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

#### PAR VALUE:

The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

## PRIMARY DEALER:

A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)registered securities broker/dealers, banks and a few unregulated firms.

#### PRINCIPAL:

The face or par value of a debt instrument or the amount of capital invested in a security.

## PRUDENT INVESTMENT STANDARD:

The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

## RANGE NOTES:

Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

#### RATE OF RETURN:

- 1) The yield which can be attained on a security based on its purchase price or its current market price.
- 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

#### **REPURCHASE AGREEMENT (RP OR REPO):**

A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the Agency) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the Agency) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

# REVERSE REPURCHASE AGREEMENT (REVERSE REPO):

A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the Agency) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the Agency) money for the period of the agreement with terms of the agreement structured to compensate buyer.

## SAFEKEEPING:

A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

#### SECURITIES:

Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

## SECURITIES AND EXCHANGE COMMISSION (SEC):

Agency created by Congress to protect investors in securities transactions by administering securities legislation.

## SECONDARY MARKET:

A market for the repurchase and resale of outstanding issues following the initial distribution.

## SUPRANATIONALS:

International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

## TOTAL RETURN:

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

## TREASURY SECURITIES:

Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

## WEIGHTED AVERAGE MATURITY (WAM):

The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

## YIELD:

The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

Exhibit A

#### INLAND EMPIRE UTILITIES AGENCY OFFICE OF THE EXECUTIVE MANAGER OF FINANCE & ADMINISTRATION/AGM ASSISTANT GENERAL MANAGER OR GENERAL MANAGER

#### INVESTMENT ADVISOR

The following investment advisor is authorized to provide investment services to the IEUA, in accordance with the IEUA's Investment Policy:

- 1. PFM Asset Management LLC Contract Number 4600002440
  - a. Approved 12/20/2017, expiring 1/10/2021.
  - b. Contract Extension Approved 10/27/2020, expiring 1/10/2023

Exhibit B

### INLAND EMPIRE UTILITIES AGENCY EXECUTIVE MANAGER OF FINANCE & ADMINISTRATION/AGM ASSISTANT GENERAL MANAGER

#### OR GENERAL MANAGER

Authorized Brokers/Dealers

NONE



## FY 2022/23 Updates



- The Investment Policy remains unchanged from the prior year apart from minor edits related to the Agency's organizational structure title change
- Replaced the Executive Manager of Finance and Administration (EMFA) title to Assistant General Manager (AGM)
- Agency's investment advisor, PFM Asset Management LLC (PFM) has reviewed and confirmed the investment policy is in compliance with the California Government Code (CGC) which governs the investment of public funds.

## Recommendations



• Adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.

The amendments to the investment policy are consistent with the Agency's Business Goal of Fiscal Responsibility in optimizing the Agency's investment of surplus funds in accordance with the Agency's Investment Policy.

CONSENT CALENDAR ITEM



Date: April 20, 2022To: The Honorable Board of DirectorsCommittee: Finance & Administration

From: Shivaji Deshmukh, General Manager 04/13/22

SSO

Staff Contact:Javier Chagoyen-Lazaro, Acting Assistant General ManagerSubject: Fiscal Year 2020/21 Single Audit

#### **Executive Summary:**

The Single Audit Act and the Office of Management and Budget (OMB) Uniform Guidance require each non-federal entity that expends \$750,000 or more of federal grants to undergo an annual independent audit. The objectives of the Single Audit are to determine whether there are issues that could have a direct and material effect on internal control over compliance for each major federal grant award, and eligibility of federal grant award expenditures. In FY 2020/21, IEUA incurred \$27,625,730 in total federal costs including \$2,044,708 from United States Department of Interior (DOI) programs and \$25,581,022 from Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan program. The Agency's independent external audit firm, Clifton, Larson, Allen, LLP, performed the annual single audit for the fiscal year ended June 30, 2021. The Single Audit Report for the FY 2020/21 expressed the following opinion over the Agency's expense of federal funds: 1. IEUA is in compliance with each major federal grant award program.

2. No significant deficiencies in internal control over major federal award programs.

3. No findings or questioned costs to major federal award programs.

4. The Agency is a low risk auditee.

#### **Staff's Recommendation:**

1. Approve the Single Audit Report for fiscal year ended June 30, 2021; and

2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

**Budget Impact** Budgeted (Y/N): N Amendment (Y/N): N Amount for Requested Approval: Account/Project Name: Not applicable.

#### Fiscal Impact (explain if not budgeted):

There is no impact on the Agency's FY 2021/22 Budget as a result of this item, since related audit service fees are budgeted in the Administrative Services Fund under Professional Services.

Full account coding (internal AP purposes only): - - Project No.:

#### **Prior Board Action:**

On December 16, 2020, the Board of Directors approved the Single Audit Report for FY 2019/20 reviewed by the Audit Committee on December 9, 2019.

On June 11, 2021, the Board approved Contract No. 4600003005 with Clifton Larson Allen LLP for financial auditing and single audit services, for three fiscal years beginning in FY 2020/21, with the option to extend two additional fiscal years.

**Environmental Determination:** 

Not Applicable

#### **Business Goal:**

The IEUA FY 2020/21 Single Audit Report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing transparent communication of the fiscal year activity and the net position of the different programs of the Agency.

#### Attachments:

Attachment 1 - FY 20/21 Single Audit Report Attachment 2 - PowerPoint

#### INLAND EMPIRE UTILITIES AGENCY, CALIFORNIA

SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS

YEAR ENDED JUNE 30, 2021



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#### INLAND EMPIRE UTILITIES AGENCY TABLE OF CONTENTS YEAR ENDED JUNE 30, 2021

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#### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors Inland Empire Utilities Agency Chino, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of each major fund and the aggregate remaining fund information of the Inland Empire Utilities Agency (the Agency), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 3, 2021.

#### Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified



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#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Clifton Larson Allen LLP

CliftonLarsonAllen LLP

Irvine, California December 3, 2021



#### INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors Inland Empire Utilities Agency Chino, California

#### Report on Compliance for Each Major Federal Program

We have audited the Inland Empire Utilities Agency's (Agency) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2021. The Agency's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

#### Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.



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#### Opinion on Each Major Federal Program

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2021.

#### Report on Internal Control over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiencies, in internal control over compliance with a type of compliance of deficiencies, in internal control over compliance with a type of deficiencies, in internal control over compliance with a type of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

#### Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of each major fund and the aggregate remaining fund information of the Agency, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements. We issued our report thereon dated December 3, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements.

## Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance (Continued)

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Clifton Larson Allen LLP

CliftonLarsonAllen LLP

Irvine, California March 16, 2022

#### INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2021

| Federal Grantor / Pass - Through Grantor /<br>Program / Cluster Title | Federal<br>Assistance<br>Listing<br>Number | Pass-Through<br>Entity<br>Identifying<br>Number | Federal<br>Expenditures | Passed<br>Through to<br>Subrecipients |
|-----------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------|-------------------------|---------------------------------------|
| United States Department of Interior                                  |                                            |                                                 |                         |                                       |
| Direct Assistance:                                                    |                                            |                                                 |                         |                                       |
| Title XVI Water Reclamation and Reuse                                 | 15.504                                     | N/A                                             | \$ 1,596,199            | \$-                                   |
| Reclamation States Emergency Drought Relief                           | 15.514                                     | N/A                                             | 86,509                  | -                                     |
| Water Conservation Field Services                                     | 15.530                                     | N/A                                             | 362,000                 | -                                     |
| Total United States Department of Interior                            |                                            |                                                 | 2,044,708               | -                                     |
| Environmental Protection Agency<br>Direct Assistance:                 |                                            |                                                 |                         |                                       |
| Water Infrastructure Finance and Innovation                           | 66.958                                     | N/A                                             | 25,581,022              |                                       |
| Total Expenditures of Federal Awards                                  |                                            |                                                 | \$ 27,625,730           | \$ -                                  |

#### INLAND EMPIRE UTILITIES AGENCY NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS JUNE 30, 2021

#### NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of the Inland Empire Utilities Agency (Agency) under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of *Title 2* U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial statements of the Agency. The Agency's reporting entity is defined in Note 1 of the notes to the Agency's financial statements.

#### NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the full accrual basis of accounting, except for Assistance Listing Number 66.958 which is reported on the cash basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

#### NOTE 3 INDIRECT COST RATE

The Agency has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

### NOTE 4 RECONCILIATION OF STATE WATER RESOURCE CONTROL BOARD AND EXPENDITURE REPORTING ON THE SCHEDULE

| Federal awards per the State Water Resource Control Board:       |                 |
|------------------------------------------------------------------|-----------------|
| C-06-8105-110                                                    | \$<br>1,862,338 |
| C-06-8235-150                                                    | <br>3,347,006   |
| Subtotal                                                         | 5,209,344       |
| Adjustment for expenditures reported in the prior fiscal period: |                 |
| C-06-8105-110                                                    | (1,862,338)     |
| C-06-8235-150                                                    | <br>(3,347,006) |
| Subtotal                                                         | (5,209,344)     |
| Total Federal Expenditures of the Capitalization Grants          |                 |
| for Clean Water State Revolving Funds Program (SEFA amount)      | \$<br>_         |

#### NOTE 5 CONTINGENCIES

Under the terms of federal and state grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

#### INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2021

| Section I – Summary of Auditors' Results                                                                                                                      |                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--|
| Financial Statements                                                                                                                                          |                                                                                  |  |
| 1. Type of auditors' report issued:                                                                                                                           | Unmodified                                                                       |  |
| <ul> <li>2. Internal control over financial reporting:</li> <li>Material weakness(es) identified?</li> <li>Significant deficiency(ies) identified?</li> </ul> | yes <u>x</u> no<br>yes <u>x</u> none reported                                    |  |
| 3. Noncompliance material to financial statements noted?                                                                                                      | yes <u>x</u> no                                                                  |  |
| Federal Awards                                                                                                                                                |                                                                                  |  |
| 1. Internal control over major federal programs:                                                                                                              |                                                                                  |  |
| Material weakness(es) identified?                                                                                                                             | yes <u>x</u> no                                                                  |  |
| Significant deficiency(ies) identified?                                                                                                                       | yes <u>x</u> none reported                                                       |  |
| 2. Type of auditors' report issued on compliance for major federal programs:                                                                                  | Unmodified                                                                       |  |
| <ol> <li>Any audit findings disclosed that are<br/>required to be reported in accordance<br/>with 2 CFR 200.516(a)?</li> </ol>                                | yes <u>x</u> no                                                                  |  |
| Identification of Major Federal Programs                                                                                                                      |                                                                                  |  |
| Assistance Listing Number(s)                                                                                                                                  | Name of Federal Program or Cluster                                               |  |
| 15.530<br>66.958                                                                                                                                              | Water Conservation Field Services<br>Water Infrastructure Finance and Innovation |  |
| Dollar threshold used to distinguish between<br>Type A and Type B programs:                                                                                   | \$ <u>828,772</u>                                                                |  |
| Auditee qualified as low-risk auditee?                                                                                                                        | <u> </u>                                                                         |  |

#### INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2021

#### Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with Government Auditing Standards.

#### Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

#### INLAND EMPIRE UTILITIES AGENCY SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS YEAR ENDED JUNE 30, 2021

There were no findings reported in fiscal year 2019-2020.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details. **CliftonLarsonAllen LLP** 





## Single Audit Report Fiscal Year Ended June 30, 2021

Deborah Berry Controller April 2022

## FY 2020/21 Single Audit



- An independent audit is required for entities that expend \$750,000 or more in Federal grants in any given fiscal year.
- Objectives:
  - -Determine compliance with Federal cost principles,
  - -Evaluate the Agency's internal controls over Federal grants, and
  - -Evaluate the eligibility of grant award expenditures.
- The Agency's external auditor, Clifton, Larson, Allen, LLP (CLA), performed the single audit for fiscal year ending June 30, 2021.

## FY 2020/21 Single Audit



- FY 20/21 Federal Cost \$27.6 million:
  - -\$2.0 million US Department of Interior
    - \$1.6 million Title XVI Water Reclamation and Reuse
    - \$0.4 million Water Conservation Field Services
  - -\$25.6 million US Environmental Projection Water Infrastructure Finance & Innovation Act (WIFIA) Loan
- In compliance with each major federal grant award program,
- No significant deficiencies in internal control over major federal award programs,
- No findings or questioned costs to major federal award programs, and
- IEUA qualifies as a "low-risk auditee"

## Recommendation



1. Approve the Single Audit Report for fiscal year ended June 30, 2021; and

2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

The IEUA FY 2020/21 Single Audit Report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing transparent communication of the fiscal year activity and the net position of the different programs of the Agency.

## Questions



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

# CONSENT CALENDAR ITEM



Date: April 20, 2022

| <b>Date:</b> April 20, 2022                                                 | <i>Job</i>                  |              |
|-----------------------------------------------------------------------------|-----------------------------|--------------|
| To: The Honorable Board of Directors                                        | From: Shivaji Deshmukh, Gen | eral Manager |
| Committee: Engineering, Operations & Wate                                   | r Resources                 | 04/13/22     |
| Finance & Administration                                                    |                             | 04/13/22     |
| Staff Contact: Christiana Daisy, Deputy                                     | / General Manager           |              |
| Subject: RP-1 Disinfection Improvements Project Construction Contract Award |                             |              |

IN

#### **Executive Summary:**

The Tertiary Treatment Plant (TP-1) at the Regional Plant No. 1 (RP-1) treats secondary effluent with sodium hypochlorite (bleach) to meet recycled water standards. The RP-1 Disinfection Project was placed on hold in 2018, due to budgetary constraints. In 2019, the bleach distribution system failed, and a temporary system was installed under an emergency project. In April 2021, after receipt of a State Revolving Fund (SRF) loan, the original design engineer consultant, Carollo Engineers, Inc., was contracted to complete the design. This project will construct a new bleach storage, injection and mixing system. Other improvements include new chemical mixing pump station at the Filter Effluent Structures, concrete and coating repairs to sedimentation basins, and asphalt improvements. On January 13, 2022, IEUA issued an invitation for bids to seven prequalified contractors. On March 3, 2022, IEUA received three construction bids. Innovative Construction Solutions (ICS) was the lowest responsive, responsible bidder with a bid price of \$8,575,000; engineer's estimate was \$8,225,238. Further, staff is recommending a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc., for a total of \$598,411, for continuity between design and construction phases. Staff also recommends a total project budget increase in the amount of \$4,450,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees on March 31, 2022, and April 5, 2022.

#### **Staff's Recommendation:**

1. Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions in the amount of \$8,575,000;

2. Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;

3. Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and

4. Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$4,450,000

Account/Project Name:

EN11039/RP-1 Disinfection Improvements Project

#### Fiscal Impact (explain if not budgeted):

If approved, the total project budget will increase in the amount \$4,450,000 for the RP-1 Disinfection Improvements, Project No. EN11039, in the Regional Wastewater Capital (RC/10900) Fund.

#### **Prior Board Action:**

In March 2018, the Board of Directors issued Amendment No. 3 to Carollo Engineers, Inc. for final design services for a not-to-exceed amount of \$592,325.

#### **Environmental Determination:**

**Categorical Exemption** 

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

#### **Business Goal:**

The RP-1 Disinfection Improvements 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.

#### Attachments:

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

# **Attachment 1**



## **RP-1 Disinfection Improvements Project** Construction Contract Award Project EN11039

Vicky Salazar, EIT Associate Engineer April 2022

## **Project Location: Regional Plant No. 1**

Tertiary Treatment Plant (TP-1)

2



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

## Background

- Existing chemical distribution piping has failed
- Temporary system installed as an emergency project

Project will:

- Improve operational flexibility and redundancy
- Enhance effluent to ensure compliance
- Reduce chemical usage and bulk deliveries



Temporary Sodium Hypochlorite (Bleach) Piping System

## **The Project**

Scope of Work:

- Demolish existing tanks and pumps
- New bleach facility
  - Chemical feed pumps, bleach storage tanks, chemical containment
- Construct new chemical mixing pump station at filter effluent structures
- Rehabilitation and mechanical upgrades at sedimentation basin
- Pavement restoration
- SCADA integration

Inland Empire Utilities Agency MUNICIPAL WATER DISTRICT **Existing Bleach Storage** Tanks Apr 15, 2021 at 10:51:07 AM CA, Ontario, Central Ontario **Existing Sedimentation** Basin

Apr 15, 2021 at 10:47:12 AM

## **Contractor Selection**



### Three bids were received on March 3, 2022:

| Bidder's Name                         | Final Bid Amount |
|---------------------------------------|------------------|
| Innovative Construction Solutions     | \$8,575,000      |
| W.A. Rasic Construction Company, Inc. | \$9,722,088      |
| J.F. Shea Construction, Inc.          | \$13,422,000     |
| Engineer's Estimate                   | \$8,225,238      |

## **Project Budget and Schedule**

| Description                                            | Estimated Cost |
|--------------------------------------------------------|----------------|
| Design Services                                        | \$1,406,093    |
| Design Consultant Contract                             | \$658,699      |
| IEUA Design Services (actuals)                         | \$747,394      |
| Construction Services                                  | \$1,455,911    |
| Engineering Services During Construction (this action) | \$598,411      |
| IEUA Construction Services (~10%)                      | \$857,500      |
| Construction                                           | \$9,861,250    |
| Construction Contract (this action)                    | \$8,575,000    |
| Contingency (~15%)                                     | \$1,286,250    |
| Total Project Cost                                     | \$12,723,254   |
| Total Project Budget:                                  | \$8,547,043    |
| Budget Increase (this action)*:                        | \$4,450,000    |
| Revised Total Project Budget:                          | \$12,997,043   |

\*Budget increase from Regional Wastewater Capital Fund (10900)

| Project Milestone           | Date         |
|-----------------------------|--------------|
| Construction                |              |
| Construction Contract Award | April 2022   |
| Construction Completion     | October 2023 |

Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

## Recommendation



- Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions in the amount of \$8,575,000;
- Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;
- Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and
- Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

The RP-1 Disinfection Improvements 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.

## Attachment 2



## CONTRACT NUMBER: 4600003130 CONSULTING ENGINEERING SERVICES

## FOR THE

## **RP-1 DISINFECTION PUMP IMPROVEMENTS, PROJECT EN11039**

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Carollo Engineers, Inc. with offices located in Riverside, Irvine, and Los Angeles (hereinafter referred to as "Consultant"), for Engineering Services During Construction (ESDC) for Project EN11039.

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

1. <u>PROJECT MANAGER ASSIGNMENT</u>: 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: James S. Spears, P.E., Senior Engineer Address: 6075 Kimball Avenue, Building "B" Chino, CA 91708 Telephone: (909) 993-1851 Facsimile: (909) 993-1987 Email: jspears@ieua.org

2. <u>CONSULTANTASSIGNMENT</u>: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Rajesh Doppalapudi, P.E., BCEE Project Manager Address: 3150 Bristol Street, Suite 500, Costa Mesa, CA 92626 Telephone: (714) 593-5100 Facsimile: (714) 593-5101 Email: rdoppalapudi@carollo.com

- 3. <u>ORDER OF PRECEDENCE</u>: 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 4600003130
  - B. Contract Number 4600003130 General Terms and Conditions.
  - C. Project Manager's Request for Proposal and germane Addenda, incorporated herein by reference.
  - D. Consultant's Proposals dated November 22, 2021 and March 2, 2022, incorporated herein as **Attachment 1**.
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant's services and responsibilities shall be in accordance with Project Manager's Request for Proposal and germane Addenda, incorporated herein by reference, and **Attachment 1** which is attached hereto, referenced herein and made a part hereof.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on June 30, 2024 unless otherwise 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 (basis Consultant's Fee Schedule attached hereto, referenced herein, and made a part hereof as being within the context of Attachment 1) within thirty (30) days following receipt of the invoice by IEUA Accounts Receivable, utilizing Consulting Services Invoice Template Attachment 2, attached hereto and made a part hereof, for the submittal of each invoice. (The template in Excel format will be furnished to Consultant by the cognizant IEUA Project Manager.) 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 4600003130 for payment. Payment shall be withheld for any service which does not 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. Should Consultant engage in any public works activity in excess of \$25,000.00 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 **\$598,411.00** for all services provided in accordance with **Attachment 1**, referenced herein, attached hereto, and made a part hereof. All compensation shall be made via Automatic Clearing House (ACH) transactions.

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

according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Attachment 2**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

- 7. <u>CONTROL OF THE WORK</u>: The Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
- 8. <u>FITNESS FOR DUTY:</u>
  - A. <u>Fitness</u>: 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. <u>Compliance</u>: 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.
- 9. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
  - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
    - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, 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 <u>both</u> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
    - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. <u>Acceptability of Insurers</u>: 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. <u>Verification of Coverage</u>: 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. <u>Submittal of Certificates</u>: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District Attn: Risk Specialist Ms. Angela Witte P.O. Box 9020 Chino Hills, California 91709 Email <u>awitte@ieua.org</u>

## 10. LEGAL RELATIONS AND RESPONSIBILITIES

A. <u>Professional Responsibility</u>: The Consultant shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. <u>Status of Consultant</u>: 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. <u>Observing Laws and Ordinances</u>: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the 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. <u>Subcontract Services</u>: 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. <u>Grant-Funded Projects</u>: This is a grant-funded (e.g., Federal Grant and State Revolving Funds combined) project. The agreement has specific requirements regarding clauses that must be included in all of Agency's contractual documents related to this project. Consultant must assist IEUA in meeting all the requirements for this Agreement. These requirements include, but are not limited to, the State Prevailing Wages, Federal Davis-Bacon requirements, Federal Disadvantaged Business Enterprise (DBE), Single Audit, Records and Drug Free Workplace. If a subconsultant is hired, the grant requirements language must be included in the subconsultant's contract in its entirety. Reference all special language and reporting requirements attached hereto, referenced herein, and made a part hereof as **Attachment 3**.

F. <u>Conflict of Interest</u>: 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.

G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

H. <u>Non-Conforming Work and Warranty</u>: Consistent with the standard of skill and care set forth in Section 10, A, Professional Responsibility, Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

- I. <u>Disputes</u>:
- (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 (5) 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 (5) 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. <u>INDEMNIFICATION</u>: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, 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 as addressed 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.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

Notwithstanding the foregoing, for any claim alleging Consultant's negligent performance of professional services, Consultant's obligations regarding the Agency's defense under this paragraph include only the reimbursement of the Agency's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or loss of anticipated profits. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

In addition to the above, Consultant will indemnify, defend, and hold Agency, its directors, employees, agents, and assigns harmless from all liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (an "Indemnified Loss") as a result of the acts, errors or omissions, whether intentional, negligent or otherwise, of Consultant, its employees, and its consultants that result in claims against the Agency by Consultant's employees, consultants, and/or contractors for employment-related claims including but not limited to claims for wages, benefits, insurances, employee misconduct, workplace hostile environment, wrongful termination, discrimination or retaliation. Consultant will not be obligated to indemnify, defend, or hold harmless Agency for any liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (a "Non-Indemnified Loss")

as a result of claims made by Consultant's employees, consultants, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

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

### 13. <u>TITLE AND RISK OF LOSS</u>:

- A. <u>Documentation</u>: 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. <u>Material</u>: 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. <u>Disposition</u>: Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

### 14. <u>PROPRIETARY RIGHTS:</u>

- A. <u>Rights and Ownership</u>: 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. <u>No Additional Compensation</u>: 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. <u>INFRINGEMENT</u>: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, 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, trademark, trade name, copyright, patent, or other Proprietary Rights.

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

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

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

Consultant: Mr. Balakrishnan Narayanan Chief Executive Officer Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94598

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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
- 18. <u>PUBLIC RECORDS POLICY</u>: 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. <u>RIGHT TO AUDIT</u>: 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.
- 20. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding

shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.

- 21. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
- 22. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 23. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 24. <u>NOTICE TO PROCEED</u>: 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.
- 25. <u>AGENCY-PROVIDED INFORMATION AND SERVICES</u>: 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.
- 26. <u>ESTIMATES AND PROJECTIONS</u>: Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's plant and/or associated processes are operated and/or maintained. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data and/or cost projections and actual base unit quantities and/or associated energy cost savings realized by the Agency and/or any third party third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the standard of skill and care expected of a consultant under the same or similar circumstances.
- 27. <u>THIRD PARTIES</u>: 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 indemnity rights or otherwise shall

accrue to a third party as a result of this Agreement or 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 AG<br>(A Municipal Water District) | GENCY:         | CAROLLO ENGINEERS, INC.:                     |        |
|------------------------------------------------------------|----------------|----------------------------------------------|--------|
| Shivaji Deshmukh<br>General Manager                        | (Date)         | Graham Juby, PhD, PE<br>Principal-in-Charge  | (Date) |
|                                                            |                | Eric M. Mills, P.E.<br>Senior Vice President | (Date) |
| [ Polo                                                     | and Of This Do | ge Intentionally Left Blank ]                |        |

## Consultant Contract Attachment 1



March 2, 2022

Mr. James Spears, P.E. Senior Engineer Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708

Subject: RP-1 Disinfection Improvements Project (EN11039) – Engineering Services During Construction

Dear Mr. Spears:

Thank you for your request to provide a detailed breakdown for providing Engineering Services during Construction (ESDC) for the Inland Empire Utilities Agency (IEUA/Agency) Project EN11039.

#### Background

In January 2022, Carollo submitted the Final Bid Set documents for the RP-1 Disinfection Improvements Project (EN11039). IEUA is planning on bidding this project in January, with potential construction Notice to Proceed in March 2022. The construction duration for the project is estimated to be about 12-months. This scope of work includes engineering services during construction for this project.

In addition, this scope of work also includes additional effort that was required to update the Bid Set to current IEUA's Engineering Standards as agreed to by IEUA and presented in Carollo's letter dated November 22, 2021 (Exhibit C).

#### Scope of Work

The tasks listed below present our understanding of the scope of work:

Task 1 – Revised Bid Set due to Updated Engineering Standards

As presented in Carollo's letter dated November 22, 2021, this task includes the following two subtasks:

#### Task 1.1 – Revised Electrical and Instrumentation Drawings

Fourteen additional drawings were included in the Bid Set to meet the intent of IEUA's current Engineering Standards and to include clarifications to the contractor. Refer to the letter in Exhibit C for additional details.

#### Task 1.2 – Updated Construction Cost Estimate

The original construction cost estimate for the EN11039 project was developed in 2018 and is more than three years old. Since that time, there has been significant changes in material and labor costs especially due to impacts related to Covid -19. A more detailed Construction Cost Estimate based on the current Bid Set was developed in December 2021 to reflect current market conditions.



Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

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#### Task 2 – Project Management

Monitor elements of engineering services effort for conformance with the project's intent and provide active engineering overview and support of construction administration and IEUA staff in responding to construction issues. Monitor and manage resources to adequately support contractor's construction schedule. Attend periodic project meetings to monitor activities during the construction phase, that is anticipated to last 18-months. Carollo will attend up to 18 in-person project meetings.

In addition, Carollo will attend up to 6 workshops, led by the General Contractor, as included in the General Conditions. A total of 3 hours per workshop with one person attending was assumed for this task.

#### Task 3 – Prepare Conformed Documents

After construction bid opening, prepare conformed documents (specifications and drawings) to incorporate modifications to the contract documents made via the addenda issued during the bidding period. Prepare one (1) set of electronic files representing conformed documents information. This set of conformed documents will be developed in electronic format using MicroStation and Microsoft Word. Provide one (1) set of originals for revised specification sections and 22-inch by 34-inch drawings in.pdf format. Total sheet count for the drawings is 146, including 5 demolition drawings that will be provided by IEUA. Average level of effort of 1.5 hours per sheet and 40 hours to update the specifications is assumed for this task.

#### Task 4 – Respond to Requests for Information (RFIs)

All questions and concerns that arise during construction will be transmitted and coordinated by IEUA's Construction Manager (CM) and will be documented using RFI format. Carollo Engineers (ENGINEER) will review and respond in writing to all RFIs that are submitted to Carollo. IEUA staff and the CM will review ENGINEER's response to the RFIs, as appropriate. Design team members will provide overview in each discipline to confirm that the decisions made in design are incorporated in the responses to RFIs generated during construction. It is assumed that IEUA's CM will respond directly to some RFIs. Carollo's scope of work assumed responding to up to 120 RFIs with an average level of effort of 3 hours per RFI.

#### Task 5 – Review Major Shop Drawing Submittals

Equipment shop drawings and other major submittals will be reviewed by the design team for conformance to the Contract Documents. ENGINEER will provided an initial review and one resubmittal review. Carollo's scope of work assumes reviewing a total of 100 shop drawings as listed in Exhibit D, including resubmittals, with an average level of effort of 6 hours per submittal.

#### Task 6 – Review Change Order Proposals (COPs)

All COPs that arise during construction will be transmitted and coordinated by IEUA's CM and will be documented using COP format. Carollo (ENGINEER) will review and respond in writing to all COPs that are submitted to Carollo. Design team members will provide overview in each discipline to confirm that the COPs meet the design intent. IEUA staff and the CM will review ENGINEER's response to the COP, as appropriate. This scope of work includes review of up to 10 COPs, and assumes an average level of effort of 16 hours per COP.

Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

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#### Task 7 – Commissioning and Startup Assistance

The Contract Documents direct the Contractor to assume responsibility for commissioning and startup and to demonstrate the function of each process system and subsystem. Carollo will provide as-needed engineering services to review the Contractor's Commissioning and Startup Plan and sample forms and test reports that are required for check out of each piece of mechanical equipment. It is assumed that the commissioning phase will not last more than two weeks. An allowance of 134 hours has been assumed.

After commissioning is completed, Carollo will assist IEUA operations staff with system startup and system performance testing of the project. It is assumed that the start-up period will not last more than two weeks, and duties will include:

- 1. Attend sequencing and startup meetings with the appropriate Operations staff, equipment suppliers and appropriate subcontractors including a kick-off meeting to enhance coordination and scheduling.
- 2. Assist in monitoring system performance and provide comments and recommendations regarding the results.

An allowance of 112 hours has been assumed for startup assistance.

#### Task 8 – Electronic O&M Manuals (EO&Ms)

One EO&M (including two SOPs) for the Disinfection process will be prepared and updated for the RP-1 Disinfection Improvements. The EO&M and SOPs will follow the format developed with IEUA Operations Staff, to match other process O&Ms at RP-1. A total work effort of 172 hours was assumed, which includes a total of 52 hours for the two SOPs.

#### Task 9 – Record Drawings

IEUA inspection staff in support of the Contractor's record drawings will maintain a set of full-size drawings and record field changes (including RFI responses) and corrections identified in the construction phase. These marked up drawings will be provided to Carollo for incorporation into Record Drawings. Record drawing information will be based on the provided marked-up drawings. Carollo will prepare one (1) set of electronic files The record drawings will be developed in electronic format using MicroStation. Total sheet count is 146, including the 5 demolition drawings to be prepared by IEUA. Average level of effort of 4 hours per sheet is assumed for this task. Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

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#### **Optional Items Not Included**

- 1. Carollo's estimated work effort and budget is based upon IEUA staff providing construction management, inspection services and supporting the effort to resolve construction conflicts.
- 2. All material testing and management of subconsultants and subcontractors will be contracted by and coordinated by the IEUA.
- 3. Specialty inspection other than that specifically identified.
- 4. Factory witness testing/inspection of equipment or any other item.
- 5. Electrical coordination study and Arc Flash study.
- 6. Coordination for obtaining NPDES, AQMD, and any other permits.
- 7. Legal assistance or fees associated with resolving construction disputes and formal claims.
- 8. Other items not specifically listed in the above Scope of Work.

#### **Cost of Work Effort**

A detailed breakdown of the proposed Tasks, labor effort and budget cost estimates are shown in the table included in Exhibit B, attached. As indicated, the proposed effort for the ESDCs totals \$ 598,411.

We appreciate your consideration of this work effort and look forward to the successful completion of the construction phase of you Project EN11039.

Sincerely,

CAROLLO ENGINEERS, INC.

Graham J.G. Juby, Ph.D., P.E. Principal in Charge

GJJ/RBD:mr

Enclosures: Exhibit B Exhibit C Exhibit D

D. Rajesh Babu

Rajesh Doppalapudi, P.E., BCEE Project Manager

EXHIBIT B

#### EXHIBIT B FEE ESTIMATE (02/04/2022) INLAND EMPIRE UTILITIES AGENCY RP-1 - DISINFECTION IMPROVEMENTS - EN11039 ENGINEERING SERVICES DURING CONSTRUCTION

|                                              |                   | ESTIMATED CAROLLO LABOR COSTS |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
|----------------------------------------------|-------------------|-------------------------------|-------------------|--------------|------------------------|------------------|--------------------|---------------|-------------|-----------------------------|---------------------------|--------------------|-----------------------------|
| IEUA - RP-1-DISINFECTION IMPROVEME           | NTS - EN11039     | Senior Professional           | Lead Professional | Professional | Assistant Professional | Sr. CAD Designer | Asst. CAD Designer | Support Staff | Total Hours | Carollo Labor excl PECE     | PECE                      | Other Direct Costs | Total Carollo Costs         |
|                                              | Hourly Rate       | \$300                         | \$276             | \$216        | \$177                  | \$177            | \$130              | \$118         |             |                             | \$13.00                   |                    |                             |
| Task 1 - Revised Bid Set                     |                   |                               |                   |              |                        |                  | 100                |               |             | A                           | <b>*</b> 4 4 4 9 9        |                    |                             |
| 1.1 Revised EI&C Drawings                    |                   | 8                             | 24<br>12          | 40           | 72<br>50               | 48               | 129                | 2             | 323         | \$55,454                    | \$4,199                   | \$5<br>©0          | \$59,658                    |
| 1.2 Updated Construction Cost Estimate       | Subtotal - Task 1 | 4<br>12                       | 12<br>36          | 24<br>64     | 50<br>122              | 0<br>48          | 0<br>129           | 0<br>2        | 90<br>413   | \$18,352<br>\$73.806        | \$1,170<br><b>\$5.369</b> | \$0<br>\$5         | \$19,522<br><b>\$79.180</b> |
| Task 2 - Project Management                  | Subiolai - Task T | 12                            | 30                | - 04         | 122                    | 40               | 123                | 2             | 413         | φr 3,000                    | φ0,009                    | φΟ                 | <i>\$13</i> ,100            |
| 2.1 Project Management                       |                   | 18                            | 54                | 0            | 0                      | 0                | 0                  | 0             | 72          | \$20,304                    | \$936                     | \$0                | \$21,240                    |
| 2.2 Project Meetings                         |                   | 0                             | 54                | 54           | 0                      | 0                | 0                  | 0             | 108         | \$26,568                    | \$1,404                   | \$1,500            | \$29,472                    |
| 2.3 Project Workshops (6)                    |                   | 0                             | 0                 | 18           | 0                      | 0                | 0                  | 0             | 18          | \$3.888                     | \$234                     | \$1,500            | \$5,622                     |
|                                              | Subtotal - Task 2 | 18                            | 108               | 72           | 0                      | 0                | 0                  | 0             | 198         | \$50,760                    | \$2,574                   | \$3,000            | \$56,334                    |
| Task 3 - Prepare Conformed Set               |                   |                               |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
| 3.1 Prepare Conformed Set                    |                   | 3                             | 10                | 12           | 62                     | 20               | 145                | 7             | 259         | \$40,442                    | \$3,367                   | \$0                | \$43,809                    |
|                                              | Subtotal - Task 3 | 3                             | 10                | 12           | 62                     | 20               | 145                | 7             | 259         | \$40,442                    | \$3,367                   | \$0                | \$43,809                    |
| Task 4 - Respod to RFIs                      |                   |                               |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
| 4.1 RFIs                                     |                   | 8                             | 40                | 84           | 220                    | 0                | 0                  | 8             | 360         | \$71,468                    | \$4,680                   | \$0                | \$76,148                    |
|                                              | Subtotal - Task 4 | 8                             | 40                | 84           | 220                    | 0                | 0                  | 8             | 360         | \$71,468                    | \$4,680                   | \$0                | \$76,148                    |
| Task 5 - Review Major Shop Drawing Submittal | s                 |                               |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
| 5.1 Review Shop Drawing Submittals           |                   | 4                             | 60                | 200          | 340                    | 0                | 0                  | 0             | 604         | \$121,140                   | \$7,852                   | \$0                | \$128,992                   |
|                                              | Subtotal - Task 5 | 4                             | 60                | 200          | 340                    | 0                | 0                  | 0             | 604         | \$121,140                   | \$7,852                   | \$0                | \$128,992                   |
| Task 6 - Review COPs                         |                   |                               | 10                |              |                        | 10               | 4.0                |               |             | <b>*</b> ~~ ~~~             | <b>*</b> 2.222            |                    | AA 4 700                    |
| 6.1 Review COPs                              | Subtotal - Task 6 | 4                             | 16<br>16          | 30<br>30     | 60<br>60               | 10<br><b>10</b>  | 40<br>40           | 0             | 160<br>160  | \$29,686<br><b>\$29,686</b> | \$2,080<br><b>\$2,080</b> | \$0<br><b>\$0</b>  | \$31,766<br>\$31,766        |
| Task 7 - Commissioning and Startup           | Subiolai - TASK 6 | 4                             | 10                | 30           | 00                     | 10               | 40                 | U             | 100         | <b>⊅</b> ∠9,000             | <b>⊅</b> ∠,080            | ΨU                 | <b>\$31,766</b>             |
| 7.1 Commissioning                            |                   | 2                             | 12                | 40           | 80                     | 0                | 0                  | 0             | 134         | \$26,712                    | \$1.742                   | \$0                | \$28,454                    |
| 7.2 Startup                                  |                   | 0                             | 8                 | 80           | 24                     | 0                | 0                  | 0             | 112         | \$23,736                    | \$1,456                   | \$500              | \$25,692                    |
|                                              | Subtotal - Task 7 | 2                             | 20                | 120          | 104                    | 0<br>0           | 0                  | 0<br>0        | 246         | \$50,448                    | \$3,198                   | \$500              | \$54,146                    |
| Task 8 - Training and Electronic O&Ms        |                   |                               |                   |              |                        |                  |                    |               |             |                             | ,                         |                    |                             |
| 8.1 Electronic O&Ms                          |                   | 0                             | 4                 | 40           | 120                    | 0                | 0                  | 8             | 172         | \$31,928                    | \$2,236                   | \$0                | \$34,164                    |
|                                              | Subtotal - Task 8 | 0                             | 4                 | 40           | 120                    | 0                | 0                  | 8             | 172         | \$31,928                    | \$2,236                   | \$0                | \$34,164                    |
| Task 9 - Record Drawings                     |                   |                               |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
| 9.1 Record Drawings                          |                   | 0                             | 8                 | 40           | 80                     | 36               | 420                | 0             | 584         | \$85,980                    | \$7,592                   | \$300              | \$93,872                    |
|                                              | Subtotal - Task 9 | 0                             | 8                 | 40           | 80                     | 36               | 420                | 0             | 584         | \$85,980                    | \$7,592                   | \$300              | \$93,872                    |
|                                              |                   |                               |                   |              |                        |                  |                    |               |             |                             |                           |                    |                             |
| TOTAL                                        |                   | 51                            | 302               | 662          | 1,108                  | 114              | 734                | 25            | 2,996       | \$555,658                   | \$38,948                  | \$3,805            | \$598,411                   |

EXHIBIT C



November 22, 2021

Mr. James Spears, P.E. Senior Engineer Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708

Subject: RP-1 Disinfection Improvements Project (EN11039) – Additional work effort under existing Task Order 7

Dear Mr. Spears:

Thank you for your request to provide a detailed breakdown of the additional work effort to complete the design for the Inland Empire Utilities Agency (IEUA/Agency) Project EN11039.

#### Background

In May 2021, IEUA and Carollo executed Amendment No. 1 to Task Order 7 which amended the Task Order to include scope to update the contract documents for the RP-1 Disinfection Improvements Project (EN11039) and provide Bid Period services. Subsequently, in August 2021, IEUA and Carollo executed Amendment No. 2 to Task Order 7 to add additional scope and compensation for providing a standalone PLC to control the new chlorine dosing system. Amendment No. 2 increased Task Order 7 to a total of \$156,032.50.

On September 7, 2021, Carollo submitted the 100% design package for IEUA's review.

#### **Cost to Complete the Work**

Carollo's engineering costs through August 2021 totaled \$198,286, and it is anticipated that it will take about \$70,000 more to complete the remaining scope, including preparation of the bid set, completing bid period services, and an additional scope item to update the construction cost estimate. This will take the total work effort above the limit of Task Order 7.

#### **Explanation of Additional Work Effort**

The major reason for the additional work effort is added project scope.

#### Additional Drawings

The original 100% set prepared by Carollo in 2018 included 131 sheets. The updated 100% set submitted on September 7, 2021 includes 150 sheets. However, not all the 29 additional sheets were new. Ten of the original sheets related to the Alum system were removed from the project, so these are no longer included in the set, although the sheet number was retained to reduce effort. Therefore, 19 sheets were added to the project. Five of the 19 were included in the updated scope captured in Amendments 1 and 2 mentioned above, but 14 were added because of additional scope.



10429B10 | Amendment\_EN11039\_Updated Engg Stds.docx

Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

Page 2

The need for the additional 14 sheets is explained below:

- IEUA's updated Engineering Design Guidelines (updated July 2020), sent to Carollo after the Amendment No. 1 scope and budget had been finalized, required the addition of 7 new sheets. The updated guidelines mostly impacted the instrumentation sheets. The need for each of the new sheets was discussed with IEUA and it was agreed that IEUA would cover the cost of 5.5 of the 7 sheets. Details of each new sheet and a brief explanation for why it was needed and how the costs would be split, is provided below:
  - a. 01N02: Symbols and Abbreviations Instrument Tags IEUA's updated Engineering Guidelines require a separate sheet to show instrument Tags. Two sheets for tagging nomenclature are required due to the complexity of tagging scheme, one for equipment and one for instruments. Sheet 01N02 is for the instruments. Carollo and IEUA will split the cost of this sheet.
  - 01N07: Control Schematics I this sheet was entirely changed to match other IEUA projects and to match the updated standard approach from IEUA Engineering Guidelines. The 2020 Design Guidelines do have sample motor control schematics which were not part of the 2016 version. The updated in 2020 design guidelines samples resulted in additional effort. IEUA agreed to cover the cost of this sheet.
  - c. 01N08: Control Schematics II same as above, second sheet. IEUA agreed to cover the cost of this sheet.
  - d. 02N02: ILCP-34001 Cabinet Internal Elevation details of panel internals are typically covered by a specification requiring a submittal by the systems integrator, but IEUA's Engineering Guidelines and sample drawings require this drawing to be included as part of the design. Carollo and IEUA will split the cost of this sheet.
  - e. 04N01: Overall Network Topology Diagram this sheet was required to show the details of the interconnections between the new PLC and the SCADA system, originally to be prepared by IEUA. Carollo and IEUA will split the cost of this sheet.
  - f. 05N01: SCADA Network Tables this sheet is a direct result of having electronic overloads on MCCs as required by IEUA's Engineering Guidelines. IEUA agreed to cover the cost of this sheet.
  - g. 40N16: ILCP-34001 Cabinet as a result of the new PLC Panel a number of new signals and alarms are required per IEUA's updated Guidelines and were included in this new sheet. IEUA agreed to cover the cost of this sheet.
- 2. The original 100 Percent Design submitted in October 2018, included electrical design that left it up to the contractor to develop some of the details for electrical systems. However, based on our recent construction experience with other projects in which the contractor requested a change order because electrical duct bank sizes and details were not provided, a decision was made by Carollo to increase the level of detail on the electrical drawings. We felt it was prudent to add this extra level of detail for the duct banks (5 new sheets) given the extensive duct bank routing changes that have occurred, and the challenging and congested site conditions.

Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

Page 3

Similarly, we added an additional sheet to provide more details for the electrical site layout and another sheet to provide additional details for the leak detection vaults. This resulted in a total of 7 new sheets, all aimed at providing more details and clarifications to the Contractor to avoid construction change orders. After discussions with IEUA it was agreed that Carollo and the Agency would evenly split the costs of the seven new sheets. A list of the new electrical drawings are provided below.

- a. 01E04: Site Plan Details
- b. 01E22: Leak Detection Vaults
- c. 01E23: Duct Bank Sections I
- d. 01E24: Duct Bank Sections II
- e. 01E25: Duct Bank Sections III
- f. 01E26: Duct Bank Sections IV
- g. 01E27: Duct Bank Sections V

#### Updated Construction Cost Estimate

Our May 2021 scope and budget estimate did not include an update to the construction cost estimate. It has been 3-years since the estimate was prepared and new items have been added, and in addition costs have inflated significantly due to the Covid pandemic. We agree that a detailed cost update is needed.

#### **Cost of Additional Work Effort**

The table below presents a summary of the additional work effort for the portion of the 14 new drawings that IEUA has agreed to pay for (5.5 instrumentation sheets, and 3.5 electrical sheets), and the updated construction cost estimate. As shown, the total overage compared to the current Task Order 7 limit is around \$79,180.

| Table 1 | Summary of Cost Estimate and Reduction for Additional Work Effort | t |
|---------|-------------------------------------------------------------------|---|
|---------|-------------------------------------------------------------------|---|

| Description                                        | Amount (\$) |
|----------------------------------------------------|-------------|
| Carollo Costs to Complete Additional Drawings      | \$59,658    |
| Carollo Costs to Update Construction Cost Estimate | \$19,522    |
| Total Overage on Task Order No. 7                  | \$79,180    |

Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

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A detailed breakdown of the cost estimates shown in the table are included in Exhibit B, attached.

We understand that the overage on Task Order 7 will be added to our Contract amount for upcoming Engineering Services During Construction (ESDCs) in a few months when the project is Bid. We appreciate your consideration of these additional costs due to extra work effort to complete the project, and we look forward to the successful completion of the construction phase.

Sincerely,

CAROLLO ENGINEERS, INC.

Graham J.G. Juby, Ph.D., P.E. Principal in Charge

GJJ/RBD:mc

Enclosures: Exhibit B

D. Rajesh Babu

Rajesh Doppalapudi, P.E., BCEE Project Manager

#### EXHIBIT B FEE ESTIMATE (11/22/2021) INLAND EMPIRE UTILITIES AGENCY RP-1 - DISINFECTION IMPROVEMENTS - EN11039 ADDITIONAL WORK EFFORT

|                                                  |                     | ESTIMATED CAROLLO LABOR COSTS |              |                        |                  |                    |               |             |                         |         |                    |                     |
|--------------------------------------------------|---------------------|-------------------------------|--------------|------------------------|------------------|--------------------|---------------|-------------|-------------------------|---------|--------------------|---------------------|
| IEUA - RP-1-DISINFECTION IMPROVEMENTS - EN11039  | Senior Professional | Lead Professional             | Professional | Assistant Professional | Sr. CAD Designer | Asst. CAD Designer | Support Staff | Total Hours | Carollo Labor excl PECE | PECE    | Other Direct Costs | Total Carollo Costs |
| Hourly Rate                                      | \$288               | \$268                         | \$216        | \$176                  | \$175            | \$130              | \$118         |             |                         | \$13.00 |                    |                     |
| Task 1 - Electrical and Instrumentation Drawings |                     |                               |              |                        |                  |                    |               |             |                         |         |                    |                     |
| 1.1 Electrical Drawings (3.5 Sheets)             | 3                   | 10                            | 16           | 27                     | 20               | 49                 | 1             | 126         | \$21,740                | \$1,638 | \$0                | \$23,378            |
| 1.2 Instrumentation Drawings (5.5 Sheets)        | 5                   | 14                            | 24           | 45                     | 28               | 80                 | 1             | 197         | \$33,714                | \$2,561 | \$5                | \$36,280            |
| Subtotal - Task 1                                | 8                   | 24                            | 40           | 72                     | 48               | 129                | 2             | 323         | \$55,454                | \$4,199 | \$5                | \$59,658            |
| Task 2 - Update Construction Cost Estimate       |                     |                               |              |                        |                  |                    |               |             |                         |         |                    |                     |
| 2.1 Update Construction Cost Estimate            |                     | 12                            | 24           | 50                     | 0                | 0                  | 0             | 90          | \$18,352                | \$1,170 | \$0                | \$19,522            |
| Subtotal - Task 2                                | 4                   | 12                            | 24           | 50                     | 0                | 0                  | 0             | 90          | \$18,352                | \$1,170 | \$0                | \$19,522            |
| TOTAL                                            | 12                  | 36                            | 64           | 122                    | 48               | 129                | 2             | 413         | \$73,806                | \$5,369 | \$5                | \$79,180            |

EXHIBIT D

RP-1 Disinfection Improvements Engineering Services During Construction



## **Submittal Review Estimate**

| Section No. | Title                                                   | Submittal | Discipline | Anticipated No.              |
|-------------|---------------------------------------------------------|-----------|------------|------------------------------|
|             |                                                         | Required? |            | of Submittals <sup>(1)</sup> |
| 01116       | Contract Document Language                              | NO        | General    | 0                            |
| 01140       | Work Restrictions                                       | YES       | General    | 2                            |
| 01312       | Project Meetings                                        | NO        | General    | 0                            |
| 01322       | Web Based Construction Document Management              | NO        | General    | 0                            |
| 01329       | Safety Plan                                             | NO        | General    | 0                            |
| 01350       | Special Procedures                                      | NO        | General    | 0                            |
| 01410       | Regulatory Requirements                                 | NO        | General    | 0                            |
| 01424       | Abbreviations and Acronyms                              | NO        | General    | 0                            |
| 01450       | Quality Control                                         | NO        | General    | 0                            |
| 01455       | Regulatory Quality Assurance                            | NO        | General    | 0                            |
| 01600       | Product Requirements                                    | NO        | General    | 0                            |
| 01610       | Project Design Criteria                                 | NO        | General    | 0                            |
| 01612       | Seismic Design Criteria                                 | NO        | General    | 0                            |
| 01614       | Wind Design Criteria                                    | NO        | General    | 0                            |
| 01690       | Asset Management Data                                   | NO        | General    | 0                            |
| 01738       | Selective Alterations and Demolition                    | NO        | General    | 0                            |
| 01756       | Commissioning                                           | YES       | General    | 2                            |
| 01770       | Closeout Procedures                                     | NO        | General    | 0                            |
| 01783       | Warranties and Bonds                                    | NO        | General    | 0                            |
| 02050       | Soils and Aggregates for Earthwork                      | YES       | Civil      | 2                            |
| 02085       | Precast Concrete Vaults                                 | YES       | Civil      | 1                            |
| 02200       | Site Clearing                                           | NO        | Civil      | 0                            |
| 02260       | Excavation Support and Protection                       | YES       | Civil      | 1                            |
| 02300       | Earthwork                                               | NO        | Civil      | 0                            |
| 02312       | Controlled Low Strength Material (CLSM)                 | YES       | Civil      | 1                            |
| 02318       | Trenching                                               | NO        | Civil      | 0                            |
| 02370       | Riprap And Gabions Erosion And Sedimentation Control    | NO        | Civil      | 0                            |
| 02553       | In-Plant Temporary Bypass Piping                        | NO        | Civil      | 0                            |
| 02581       | Precast Electrical Handholes And Electrical Manholes    | YES       | Civil      | 1                            |
| 02742A      | Asphaltic Concrete Paving                               | NO        | Civil      | 0                            |
| 02762       | Pavement Markings                                       | NO        | Civil      | 0                            |
| 02772       | Concrete Curbs, Gutters, And Sidewalks                  | NO        | Civil      | 0                            |
| 02952       | Pavement Restoration And Rehabilitation                 | NO        | Civil      | 0                            |
| 03055       | Adhesive-Bonded Reinforcing Bars and All Thread Rods in | YES       | Structural | 1                            |
| 00074       | Concrete                                                |           |            |                              |
| 03071       | Epoxies                                                 | YES       | Structural | 1                            |
| 03072       | Epoxy Resin/Portland Cement Bonding Agent               | YES       | Structural | 1                            |
| 03102       | Concrete Formwork                                       | YES       | Structural | 1                            |
| 03150       | Concrete Accessories                                    | YES       | Structural | 1                            |
| 03200       | Concrete Reinforcing                                    | YES       | Structural | 2                            |
| 03300       | Cast-In-Place Concrete                                  | YES       | Structural | 2                            |
| 03366       | Tooled Concrete Finishing                               | NO        | Structural | 0                            |
| 03600       | Grouting                                                | YES       | Structural | 1                            |

RP-1 Disinfection Improvements Engineering Services During Construction



## **Submittal Review Estimate**

| Section No. | Title                                                         | Submittal | Discipline | Anticipated No.              |
|-------------|---------------------------------------------------------------|-----------|------------|------------------------------|
|             |                                                               | Required? |            | of Submittals <sup>(1)</sup> |
| 03926       | Structural Concrete Repair                                    | YES       | Structural | 1                            |
| 03931       | Epoxy Injection System                                        | YES       | Structural | 1                            |
| 05120       | Structural Steel                                              | YES       | Structural | 1                            |
| 05140       | Structural Aluminum                                           | YES       | Structural | 1                            |
| 05190       | Mechanical Anchoring And Fastening To Concrete And<br>Masonry | YES       | Structural | 2                            |
| 05310       | Steel Decking                                                 | YES       | Structural | 1                            |
| 05500       | Metal Fabrications                                            | YES       | Structural | 1                            |
| 06611       | Fiberglass Reinforced Plastic Fabrications                    | YES       | Structural | 1                            |
| 06616       | Fiberglass Reinforced Plastic Handrail And Guardrail          | YES       | Structural | 1                            |
| 07530       | Single Ply Membrane Roofing                                   | YES       | Structural | 1                            |
| 07600       | Flashing And Sheet Metal                                      | YES       | Structural | 1                            |
| 07700       | Roof Specialties And Accessories                              | YES       | Structural | 1                            |
| 07900       | Joint Sealants                                                | NO        | Structural | 0                            |
| 08320       | Floor Access Doors                                            | YES       | Structural | 1                            |
| 09960       | High-Performance Coatings                                     | YES       | Process    | 1                            |
| 10400       | Signage                                                       | NO        | Process    | 0                            |
| 10732       | Shade Fabric                                                  | YES       | Process    | 1                            |
| 11240       | Chemical Metering Pumps                                       | YES       | Process    | 2                            |
| 11261       | Chemical Feeding Equipment, General                           | YES       | Process    | 1                            |
| 11312F      | Horizontal Self-Priming Non-Clog Centrifugal Pumps            | YES       | Process    | 2                            |
| 11312J      | Submersible Process Liquid Sump Pumps                         | YES       | Process    | 1                            |
| 113120      | Horizontal Ansi Centrifugal Pumps                             | YES       | Process    | 2                            |
| 13208       | Polyethylene Tanks                                            | YES       | Process    | 1                            |
| 13445       | Pneumatic Actuators                                           | YES       | Process    | 1                            |
| 13446       | Manual Actuators                                              | YES       | Process    | 1                            |
| 15050       | Common Work Results for Mechanical Equipment                  | NO        | Process    | 0                            |
| 15052       | Common Work Results for General Piping                        | YES       | Process    | 2                            |
| 15061       | Pipe Supports                                                 | YES       | Process    | 1                            |
| 15063       | Non-Metallic Pipe Support System                              | YES       | Process    | 1                            |
| 15075       | Equipment Identification                                      | NO        | Process    | 0                            |
| 15076       | Pipe Identification                                           | NO        | Process    | 0                            |
| 15082       | Piping Insulation                                             | YES       | Process    | 1                            |
| 15110       | Common Work Results for Valves                                | NO        | Process    | 0                            |
| 15111       | Ball Valves                                                   | YES       | Process    | 1                            |
| 15112       | Butterfly Valves                                              | YES       | Process    | 1                            |
| 15114       | Check Valves                                                  | YES       | Process    | 1                            |
| 15116       | Plug Valves                                                   | YES       | Process    | 1                            |
| 15117       | Specialty Valves                                              | YES       | Process    | 1                            |
| 15118       | Pressure Reducing And Pressure Relief Valves                  | YES       | Process    | 1                            |
| 15119       | Air and Vacuum Relief Valves                                  | YES       | Process    | 1                            |
| 15120       | Piping Specialities                                           | YES       | Process    | 1                            |
| 15121       | Pipe Couplings                                                | YES       | Process    | 1                            |

RP-1 Disinfection Improvements Engineering Services During Construction



## **Submittal Review Estimate**

| Section No. | Title                                                                  | Submittal | Discipline              | Anticipated No.              |
|-------------|------------------------------------------------------------------------|-----------|-------------------------|------------------------------|
|             |                                                                        | Required? |                         | of Submittals <sup>(1)</sup> |
| 15125       | Strainers                                                              | YES       | Process                 | 1                            |
| 15230       | Plastic Piping and Tubing                                              | YES       | Process &<br>Structural | 1                            |
| 15278       | Steel Pipe                                                             | YES       | Process                 | 1                            |
| 15286       | Stainless Steel Pipe and Tubing                                        | YES       | Process                 | 1                            |
| 15430       | Emergency Eye Wash and Shower Equipment                                | YES       | Process                 | 1                            |
| 15956       | Piping Systems Testing                                                 | YES       | Process                 | 1                            |
| 15958       | Mechanical Equipment Testing                                           | NO        | Process                 | 0                            |
| 16050       | Common Work Results For Electrical                                     | NO        | Electrical              | 0                            |
| 16060       | Grounding And Bonding                                                  | YES       | Electrical              | 1                            |
| 16070       | Hangers And Supports                                                   | YES       | Electrical              | 1                            |
| 16075       | Identification For Electrical Systems                                  | NO        | Electrical              | 0                            |
| 16123       | 600-Volt Or Less Wires And Cables                                      | YES       | Electrical              | 1                            |
| 16125       | Fiber Optic Cable And Appurtenances                                    | YES       | Electrical              | 1                            |
| 16130       | Conduits                                                               | YES       | Electrical              | 1                            |
| 16133       | Duct Banks                                                             | YES       | Electrical              | 1                            |
| 16134       | Boxes                                                                  | YES       | Electrical              | 1                            |
| 16140       | Wiring Devices                                                         | YES       | Electrical              | 1                            |
| 16150       | Low Voltage Wire Connections                                           | YES       | Electrical              | 1                            |
| 16222       | Low Voltage Motors Up To 500 Horsepower                                | YES       | Electrical              | 2                            |
| 16285       | Surge Protective Devices                                               | YES       | Electrical              | 1                            |
| 16305       | Electrical System Studies                                              | YES       | Electrical              | 2                            |
| 16412       | Low Voltage Molded Case Circuit Breakers                               | YES       | Electrical              | 1                            |
| 16422       | Motor Starters                                                         | YES       | Electrical              | 1                            |
| 16444       | Low Voltage Motor Control Centers                                      | YES       | Electrical              | 2                            |
| 16472       | Packaged Power Supply Center                                           | YES       | Electrical              | 1                            |
| 16510       | Lighting: Led Luminaires                                               | YES       | Electrical              | 1                            |
| 16950       | Field Electrical Acceptance Tests                                      | NO        | Electrical              | 0                            |
| 17050       | Common Work Results For Process Control And<br>Instrumentation Systems | NO        | Instrumentation         | 0                            |
| 17101       | Specific Control Strategies                                            | YES       | Instrumentation         | 2                            |
| 17101A      | Process Control Narrative – Chemical Feed System - Bleach              | NO        | Instrumentation         | 0                            |
| 17101B      | Process Control Narrative - Chemical Feed System - Sodium<br>Bisulfite | NO        | Instrumentation         | 0                            |
| 17101C      | Process Control Narrative - Ancillary - Sump Pumps                     | NO        | Instrumentation         | 0                            |
| 17201       | Level Measurement: Switches                                            | YES       | Instrumentation         | 1                            |
| 17206       | Level Measurement: Ultrasonic                                          | YES       | Instrumentation         | 1                            |
| 17302       | Flow Measurement: Magnetic Flowmeters                                  | YES       | Instrumentation         | 1                            |
| 17316       | Flow Measurement: Rotameters (Variable Area Flowmeters)                | YES       | Instrumentation         | 1                            |
| 17401       | Pressure/Vacuum Measurement: Diaphragm And Annular<br>Seals            | YES       | Instrumentation         | 1                            |
| 17402       | Pressure/Vacuum Measurement: Instrument Valves                         | YES       | Instrumentation         | 1                            |
| 17403       | Pressure/Vacuum Measurement: Switches                                  | YES       | Instrumentation         | 1                            |

RP-1 Disinfection Improvements Engineering Services During Construction



### **Submittal Review Estimate**

| Section No. | Title                                                     | Submittal<br>Required? | Discipline      | Anticipated No.<br>of Submittals <sup>(1)</sup> |
|-------------|-----------------------------------------------------------|------------------------|-----------------|-------------------------------------------------|
| 17404       | Pressure/Vacuum Measurement: Gauges                       | YES                    | Instrumentation | 1                                               |
| 17405       | Pressure/Vacuum Measurement: Direct                       | YES                    | Instrumentation | 1                                               |
| 17710       | Control Systems: Panels, Enclosures, And Panel Components | YES                    | Instrumentation | 1                                               |
| 17733       | Control Systems: Network Materials And Equipment          | YES                    | Instrumentation | 1                                               |
| 17901       | Schedules: Field Instruments                              | NO                     | Instrumentation | 0                                               |
| 17903       | Schedules: I/O List                                       | NO                     | Instrumentation | 0                                               |
| 17950       | Testing, Calibration, And Commissioning                   | NO                     | Instrumentation | 0                                               |
|             | т                                                         | OTAL UNIQU             | E SUBMITTALS:   | 100                                             |

Notes:

(1) Anticipated number of submittals includes unique submittals only; number of resubmittals were not included.

# Consultant Contract Attachment 2

| INLAND EMPIRE UTILITIES                      | ACENCY     | CONCUL |                           |             |                     |                                  |                    |               |                   |                      |
|----------------------------------------------|------------|--------|---------------------------|-------------|---------------------|----------------------------------|--------------------|---------------|-------------------|----------------------|
| Consultant:                                  | AGENUT     | CONSUL | TING SERVICES INVOICE     |             |                     | Project Number                   |                    |               |                   |                      |
| consultant.                                  |            |        |                           |             |                     | Project Name                     |                    |               |                   |                      |
|                                              |            |        |                           |             |                     | r roject nume                    |                    |               |                   |                      |
| $\wedge$                                     |            |        | L                         |             |                     |                                  |                    |               |                   |                      |
| Inland Empire Utilities Agen                 | 9          |        | Contract No.:             |             |                     | Invoice No.:                     |                    | Consult Ref N | 0.:               |                      |
|                                              |            |        | PO Number:                |             |                     | Invoice Date:                    |                    |               |                   |                      |
| o                                            |            |        | IEUA Project Manager:     |             |                     |                                  | -                  | -             |                   |                      |
| Contract Name:                               |            |        |                           |             |                     | Invoice Period:                  | From:              |               | То                |                      |
| CONTRACT INCLUDING AN                        |            | rc     |                           |             |                     |                                  |                    |               |                   |                      |
| CONTRACT INCLUDING AN                        |            | 13     |                           |             |                     |                                  |                    |               | Estimated %       |                      |
|                                              |            |        |                           |             | Previously          |                                  | Total to Date      | % Spent       | Complete          | Remaining Contract   |
| WBS Element No.                              |            | Item D | escription                | Contract \$ | Invoiced, \$        | This Invoice, \$                 | Including This     | to Date       | (Progress         | Value, \$            |
|                                              |            |        |                           | Contract \$ | invoiccu, a         |                                  | Invoice, \$        | to bate       | to Date)          | value, v             |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             |                     |                                  |                    |               |                   |                      |
|                                              |            | Su     | b-Total Original Contract | \$0.00      | \$0.00              | \$0.00                           | \$0.00             | #DIV//01      | 00/               | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            | Sub-   | Total Phase Amendments    | \$0.00      | \$0.00              | \$0.00                           | \$0.00             |               |                   | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
|                                              |            |        |                           |             |                     |                                  |                    | #DIV/0:       | 070               |                      |
|                                              |            | Sub-   | Total Scope Amendments    | \$0.00      | \$0.00              | \$0.00                           | \$0.00             |               |                   | \$0.00               |
|                                              |            |        | Total                     | \$0.00      | \$0.00              | \$0.00                           | \$0.00             | #DIV/0!       | 0%                | \$0.00               |
| PAYMENT SUMMARY:                             |            |        |                           |             |                     | DULE SUMMARY:                    |                    |               | STATUS REPOR      | T.                   |
| FATWENT SOWWART.                             |            |        |                           |             | CONTRACT SCIL       | DOLL SOMMART.                    |                    |               | STATUS REPOR      | 1.                   |
| Total Original Contract                      |            |        | \$0.00                    |             | Contract Start Date |                                  |                    |               | Consultant to att | ach a summary report |
| Total Amendments                             |            | 0/VI   | \$0.00                    |             | Original Contract E |                                  |                    |               | including:        |                      |
| Phase                                        |            | 01V/0! | \$0.00                    |             | Amendment No. 1 -   |                                  |                    |               |                   |                      |
| Scope                                        | #C         | 01V/0! | \$0.00                    |             | Amendment No. 2 ·   | <ul> <li>New End Date</li> </ul> |                    |               | Performance this  | period               |
| Total Contract                               |            |        | \$0.00                    |             |                     |                                  |                    |               |                   |                      |
| Total Prior Invoices                         |            |        | \$0.00                    |             |                     |                                  |                    |               | Next Period plan  | ned activities       |
| This Invoice                                 |            |        | \$0.00                    |             |                     |                                  |                    |               |                   |                      |
| Total Invoiced Including                     |            |        |                           |             |                     |                                  |                    |               | Project issues    |                      |
| This Invoice                                 |            |        | \$0.00                    |             | Revised Contract E  | nd Date:                         |                    |               |                   |                      |
| Remaining Contract Value                     |            |        | \$0.00                    |             |                     |                                  |                    |               |                   |                      |
| Invoices Paid to Date<br>Unpaid Invoices Due |            |        | ¢0.00                     |             |                     |                                  |                    |               |                   |                      |
| Unpaid invoices Due                          |            |        | \$0.00                    |             |                     |                                  |                    |               |                   |                      |
| Consultant Approval:                         |            |        |                           |             |                     |                                  |                    |               |                   |                      |
| Title:                                       |            |        | Signature:                |             |                     | Date:                            |                    |               |                   |                      |
| Inland Empire Utilities Ager                 | ncy Approv | vals:  |                           |             |                     |                                  |                    |               |                   |                      |
| Project Engineer:                            | 2 11.0     | -      | C                         | ate:        |                     |                                  | Deputy Manager:    |               |                   | Date:                |
| Project Manager:                             |            |        | C                         | late:       |                     |                                  | epartment Manager: |               |                   | Date:                |
|                                              |            |        |                           |             |                     | Executive Ma                     | nager of Eng./AGM: |               |                   | Date:                |

# Consultant Contract Attachment 3

# **RP-1 Disinfection Improvements Project**

This Project will be funded by the source listed below:

1. State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Loan

The CWSRF loans have regulatory requirements that the Inland Empire Utilities Agency (IEUA) is required to include in all contracts for work related to the performance of the Loan. This language is pending an executed agreement. The final language should be similar and will include final guidance regarding the Build America, Buy America Act which takes effect May 15, 2022. AIS provisions are not applicable to this project. The contractors must assist IEUA in meeting the federal and state requirements that apply to the scope stated in their contracts. If a sub is hired, the grant requirements language must be included in the sub's contract in its entirety. The table below provides more details about the specific requirements and must be included in all contracts for this project.

| 1.                                                                                                                                                      | Article I, II, IV, V – Loan Provisions                         | pp. 1-28   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------|
| 2.                                                                                                                                                      | Exhibit A – Signage                                            | p. 29      |
| 3.                                                                                                                                                      | Exhibit D – Special Conditions                                 | pp. 30-31  |
| 4.                                                                                                                                                      | Exhibit E – Programmatic Conditions and Cross-<br>Cutters      | pp. 32-35  |
| 5.                                                                                                                                                      | Exhibit G – Compliance with Cross-Cutting State<br>Authorities | pp.36-37   |
| 6.                                                                                                                                                      | Davis Bacon Labor Compliance Requirements                      | p. 21      |
| 7.                                                                                                                                                      | Wage Determination                                             | pp. 38-68  |
| 8.                                                                                                                                                      | DBE Instructions/Forms                                         | pp. 69-79  |
| 9.                                                                                                                                                      | Build America, Buy America (BABA)                              | pp. 80-103 |
| Please note that Exhibits B, C and F and Article III are intentionally not included, as they are only relevant to the agreement between SWRCB and IEUA. |                                                                |            |

# Forms Required at the Time of Bid Opening

DBE Subcontractor Utilization Form 4500-4

**DBE Subcontractor Performance Form 4500-3** 

Six Good Faith Efforts (GFE) backup documentation

# WHEREAS,

- 1. The State Water Board is authorized to provide financial assistance under this Agreement pursuant to the following:
  - Chapter 6.5 of Division 7 of the California Water Code (State Act) and Resolutions Nos. 2019-0031 and 2019-0064
  - Title VI of the federal Water Pollution Control Act (Federal Act)
- 2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with the Federal Act, State Act, and establishes the terms and conditions of a financial assistance agreement.
- 3. The Recipient has applied to the State Water Board for financial assistance for the Project described in Exhibit A of this Agreement and the State Water Board has selected the application for financial assistance.
- 4. The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board and evidence its obligation to pay Payments, which obligation will be secured by Net Revenues as defined herein, upon the terms and conditions set forth in this Agreement, all pursuant to the Federal Act and the State Act.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

Subject to the satisfaction of any conditions precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board.

Upon execution, the term of the Agreement shall begin on the Eligible Start Date and extend through the Final Repayment Date.

#### ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Installment Sale Agreement and Loan including all exhibits and attachments.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit C.

"Code" as used in Article V of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"CWSRF" means the Clean Water State Revolving Fund.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding System Obligations, assuming that all outstanding serial System Obligations are retired as scheduled and that all outstanding term System Obligations are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial System Obligations maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term System Obligations required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of any other payments under System Obligations required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such System Obligations bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such System Obligation is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such System Obligation has twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such System Obligation were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such System Obligation or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such System Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service in the Fiscal Year when due;

And provided further that if the System Obligations constitute Paired Obligations, the interest rate on such System Obligations shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for System Obligations which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such System Obligation has a fixed spread component payable to the Recipient, Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means (i) all revenue accounts maintained by the Recipient as of the date of this Agreement other than the Water Resources Fund and (ii) any revenue account created after the date of this Agreement and designated by the Chief Financial Officer of the Recipient as a part of the Enterprise Fund.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to pay Payments when due, or failure to make any other payment required to be paid pursuant to this Agreement;
- A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Section 3.7 or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;

- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;

"Excluded Principal" means each payment of principal of System Obligations with a maturity of less than 42 months and which the Recipient specifies in a certificate signed by the General Manager of the Recipient and filed with the trustee for the System Obligation that the Recipient intends to pay from the proceeds of System Obligations, other bonds, notes or other obligations of the Recipient or moneys other than Revenues or Net Revenues. No such determination shall affect the security for such System Obligations of the Recipient to pay such System Obligations from Net Revenues.

"Final Disbursement Request Date" means the date established in Exhibit A, after which date, no further Project Funds disbursements may be requested.

"Final Repayment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified in Exhibit B and Exhibit C.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the Recipient.

"Force Account" means the use of the Recipient's own employees or equipment.

"Generally Accepted Accounting Principles" or "GAAP" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Independent Financial Consultant" means a financial consultant or firm of such consultants appointed by the Recipient, and who, or each of whom: (1) is in fact independent and not under domination of the Recipient; (2) does not have any substantial interest, direct or indirect, with the Recipient; and (3) is not connected with the Recipient as an officer or employee thereof, but who may be regularly retained to make reports thereto.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).

"Maximum Annual Debt Service" means the maximum amount of Debt Service that is due on System Obligations in any Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and terminating with the last Fiscal Year in which such Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit A-FBA and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means (1) costs spent or incurred for maintenance and operation of the System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the Recipient that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, consultants or engineers and insurance premiums, and including all other reasonable and necessary costs of the Recipient or charges required to be paid by it to comply with the terms of this Agreement or any other Parity Contract or Senior Contract or of any resolution or indenture authorizing the issuance of any Parity Bonds or Senior Bonds or of such Parity Bonds or Senior Bonds, and (2) all payments under Operation and Maintenance Obligations, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles, including amortization of water rights, unrealized losses on investments, write offs of the value of any impaired assets or other bookkeeping entries of a similar nature.

"Operation and Maintenance Obligation" means any contractual obligation with respect to any facilities, properties, structures, works, services, water or rights to receive water, or any loan of credit to or guaranty of debts, claims or liabilities of any other person (including a joint powers agency of which the Recipient is a member) with respect to any facilities, properties, structures, works, services, water or rights to receive water, so long as in each case the payments thereunder are designated as Operation and Maintenance Costs by the Board of Directors of the Recipient; provided however System Obligations shall not constitute Operation and Maintenance Obligations, and in no instance will an Operation and Maintenance Obligation include provisions for the financing of construction or acquisition of any of the Recipient's facilities, structures, or works.

"Other Continuing Funding Obligation" means any obligation under any other State Water Board funding agreement received by the Recipient whereby the Recipient has agreed to undertake activity (e.g., operation and maintenance, records retention, etc.), which activity may continue during the term of this Agreement.

"Paired Obligations" means any System Obligation (or portion thereof) designated as Paired Obligations in the resolution, indenture or other document authorizing the issuance or execution and delivery thereof, which are simultaneously issued or executed and delivered (i) the principal of which is of equal amount maturing and to be redeemed or prepaid (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates which, taken together, are reasonably expected to result in a fixed interest rate obligation of the Recipient for the term of such System Obligation, as determined by an Independent Financial Consultant in writing.

"Parity Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a parity with the Payments.

"Parity Contracts" means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Parity Installment Payments under which are payable from Net Revenues on a parity with the Payments, but excluding contracts entered into for operation and maintenance of the System.

"Parity Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Parity Bonds, assuming that all outstanding serial Parity Bonds are retired as scheduled and that all outstanding term Parity Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial Parity Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Parity Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Parity Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such Parity Bonds or Parity Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Parity Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Parity Contract or Parity Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such Parity Bonds or Parity Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Parity Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Parity Bonds or Parity Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such Parity Bonds or Parity Installment Payments or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Bonds or Parity Installment Payments or portions thereof, such accreted discount shall be treated as interest in the calculation of Parity Debt Service in the Fiscal Year when due;

And provided further that if the Parity Bonds or Parity Contracts constitute Paired Obligations, the interest rate on such Parity Bonds or Parity Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for Parity Contracts which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such Parity Contracts has a fixed spread component payable to the Recipient, Parity Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

"Parity Installment Payments" means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Parity Contracts.

"Other Material Obligation" means an obligation of the Recipient set forth in Exhibit F that is not payable from Net Revenues, but is otherwise material to this transaction.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to Section 3.2 of this Agreement, as set forth in Exhibit C.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, and the WRFP Guidelines, and including the Intended Use Plan in effect as of the Eligible Start Date.

"Project" means the Project financed by this Agreement as described in Exhibit A, Exhibit A-FBA, and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, plus capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board pursuant to this Agreement.

"Recipient" means Inland Empire Utilities Agency.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records pursuant to Section 2.17 of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified in Exhibit A of this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Section 3.7 of this Agreement.

"Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the System, including, without limiting the generality of the foregoing,

- (a) All income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the Recipient from the sale, furnishing and supplying of sewer services, composting services or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the System, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), determined in accordance with Generally Accepted Accounting Principles, plus
- (b) The earnings on and income derived from the investment of the amounts described in clauses (1) hereof, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), and the general unrestricted funds of the Recipient,

But excluding in all cases revenues derived from ownership or operation of the Water System, customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Recipient, and excluding any proceeds of taxes restricted by law to be used by the Recipient to pay bonds hereafter issued.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a basis senior to the Payments.

"Senior Contracts" means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Senior Installment Payments under which are payable from Net Revenues on a basis senior to the Payments, but excluding contracts entered into for operation and maintenance of the System.

"Senior Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Senior Bonds, assuming that all outstanding serial Senior Bonds are retired as scheduled and that all outstanding term Senior Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial Senior Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Senior Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Senior Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);

Provided that, as to any such Senior Bonds or Senior Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Senior Debt Service shall, for

all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Senior Contract or Senior Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued.

"Senior Installment Payments" means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Senior Contracts.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"System" means all facilities, land, and property rights of the Recipient, including the Project, and including all properties, structures or works hereafter acquired or constructed by the Recipient and determined to be part of the System, together with all additions, betterments, extensions and improvements to such facilities, properties, structures or works, or any part thereof hereafter acquired or constructed, other than the Water System.

"System Obligation" means any obligation of the Recipient secured by or payable from Revenues or Net Revenues, including this Obligation and obligations listed in Exhibit F or Exhibit J, and including without limitation Senior Bonds, Senior Contracts, Parity Bonds, Parity Contracts, and such obligations that are payable on a subordinate basis to this Obligation, Parity Bonds, or Parity Contracts, and additional such obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Water System" means the whole and each and every part of the imported water system of the Recipient, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such imported water system or any part thereof hereafter acquired or constructed.

"WRFP Guidelines" means the Water Recycling Funding Program Guidelines, as amended by the State Water Board on October 16, 2019.

"Year" means calendar year unless otherwise expressly indicated.

1.2 Exhibits Incorporated.

All exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

#### ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth on the first page hereof and continuing thereafter for the term of this Agreement.

2.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient shall comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and shall fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for financial assistance.

The Recipient is current in its Other Continuing Funding Obligations.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

### 2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

### 2.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

#### 2.5 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due. Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employers liability, professional liability.

# 2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement.

# 2.7 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the

Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt.

2.8 Completion of Project.

The Recipient shall expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

- 2.9 Award of Construction Contracts.
- (a) The Recipient shall award the prime construction contract timely in order to meet the start of construction date specified in Exhibit A.
- (b) The Recipient shall promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient shall make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A.
- 2.10 Notice.

Upon the occurrence of any of the following events, the Recipient shall notify the Deputy Director and the Division's project manager within the time specified below.

- (1) The Recipient shall notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. In addition to notifying the Deputy Director and the Division's project manager, notice shall be delivered by phone to (916) 327-9978 and by email to CleanWaterSRF@waterboards.ca.gov. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient shall ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient shall implement appropriate actions as directed by the Division.
- (2) The Recipient shall notify the Division within five (5) business days of the occurrence of any of the following events:
  - (a) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - (b) Change of ownership of the System or change of management or service contracts, if any, for operation of the System;
  - (c) Loss, theft, damage, or impairment to the Revenues or the System;
  - (d) Failure to meet any debt service coverage test in section 3.7 of this agreement;
  - (e) Draws on the Reserve Fund;
  - (f) Listed Events or Events of Default, except as set forth in subdivisions (b) or (c) of this section;
  - (g) Failure to observe or perform any covenant in this Agreement;
  - (h) Incurrence of a System Obligation; or
  - (i) A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation, any of which reflect financial difficulties.
- (3) The Recipient shall notify the Division in writing within ten (10) business days of the following events:

- (a) Material defaults on System Obligations, other than this Obligation;
- (b) Unscheduled draws on debt service reserves held for System Obligations, other than this Obligation, if any, reflecting financial difficulties;
- (c) Unscheduled draws on credit enhancements on System Obligations, if any, reflecting financial difficulties;
- (d) Substitution of credit or liquidity providers, if any or their failure to perform;
- (e) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence, circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System, consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (g) Rating changes on outstanding System Obligations, if any;
- (h) Issuance of additional parity obligations; or
- (i) Enforcement actions by the Regional Water Board.
- (4) The Recipient shall notify the Division promptly of the following:
  - (a) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
  - (b) Any substantial change in scope of the Project. The Recipient shall undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
  - (c) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
  - (d) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction as specified in Exhibit A;
  - (e) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
  - (f) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
  - (g) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
  - (h) Any events requiring notice to the Division pursuant to the provisions of Exhibit E to this Agreement; or
  - (i) Completion of Construction of the Project, and actual Project Completion.

#### 2.11 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient shall make its findings available to the public and shall request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in

Section 3.7 and its obligation to operate and maintain the Project for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding the status of any such challenge.

### 2.12 Project Access.

The Recipient shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A and Exhibit A-FBA, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.13 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient shall expeditiously initiate Project operations.

2.14 Continuous Use of Project; Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

- 2.15 Project Reports.
- (a) Status Reports. The Recipient shall provide expeditiously status reports no less frequently than quarterly, starting with the execution of this Agreement. A status report must accompany any disbursement request and is a condition precedent to any disbursement. At a minimum the reports will contain the following information:
  - A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
  - (2) A description of compliance with environmental requirements;
  - (3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
  - (4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) Project Completion Report. The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Quality Control Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:
  - (1) Describe the Project,

- (2) Describe the water quality problem the Project sought to address,
- (3) Discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
- (4) Summarize compliance with environmental conditions, if applicable.

If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

- (c) As Needed Reports. The Recipient shall provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (d) Recycled water reports. Commencing with the date of Project Completion, the Recipient shall submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.
  - (1) The Recipient shall submit annual reports in hard copy and/or electronically.
  - (2) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."
  - (3) The annual reports shall include the following:
    - (a) The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;
    - (b) A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report shall include the monthly and total amounts;
    - (c) The Project's operation and maintenance costs for the year;
    - (d) The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
    - (e) If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient shall provide a brief discussion on its progress toward achieving the remaining system capacity.
- 2.16 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient shall report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient shall comply with 40 CFR § 33.301.

# 2.17 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient shall:
  - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
  - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
  - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
  - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
  - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient shall maintain separate books, records and other material relative to the Project. The Recipient shall also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient shall allow and shall require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation and the term of this Agreement.
- 2.18 Audit.
- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division
- (b) Audit disallowances will be returned to the State Water Board.

# ARTICLE IV MISCELLANEOUS PROVISIONS

#### 4.1 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee. Requests for amendments shall be made in writing and directed to the Deputy Director.

#### 4.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

4.3 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

#### 4.4 Competitive Bidding

Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

### 4.5 Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of State laws attached as Exhibit H.
- (d) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and
- (e) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.
- 4.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof in an amount equal to any subdivision or agency thereof to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

- 4.8 Disputes.
- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section 4.8 relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
- 4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

4.11 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

# 4.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

#### 4.13 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

- 4.14 Leveraging Covenants.
- (a) Tax Covenant. Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Article V of this Agreement.
- (b) Disclosure of Financial Information, Operating Data, and Other Information. The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient shall disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.
- 4.15 Non-Discrimination Clause.
  - (a) The Recipient shall comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
  - (b) If Project Funds are used to acquire or improve real property, the Recipient shall include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
  - (c) The Recipient shall comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
  - (d) The Recipient's obligations under this section shall survive the term of this Agreement.
  - (e) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition

(cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- (f) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 4.16 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

4.17 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

# 4.18 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

The Recipient shall not contract or allow subcontracting with excluded parties. The Recipient shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water\_issues/programs/enforcement/fwa/dbp.shtml

### 4.19 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Exhibit A of this Agreement.

#### 4.20 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### 4.21 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### 4.22 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

#### 4.23 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce,

publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

### 4.24 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

### 4.25 Termination and Other Remedies Upon Event of Default.

For purposes of this section, the term "State Water Board" shall mean the State Water Board and its assignees.

- (a) <u>Return of Funds; Acceleration; and Additional Payments</u>. Notwithstanding Exhibit B, if the Division determines that an Event of Default has occurred, the Recipient shall, upon demand, immediately do each of the following:
  - (a) return to the State Water Board the grant or principal forgiveness amounts received pursuant to this Agreement, if any;
  - (b) accelerate the payment of all principal owed under this Agreement, if any, which shall be immediately due and payable;
  - (c) pay interest at the highest legal rate on all amounts owed; and
  - (d) pay any Additional Payments.
- (b) <u>Judicial remedies</u>. Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may: by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust; by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.
- (c) <u>Termination</u>. Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.
- (d) <u>Remedies Not Exclusive</u>. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State

Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

- (e) <u>Non-waiver</u>. Nothing in this section or any other section of this Agreement shall affect or impair the Recipient's obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.
- (f) <u>Status Quo</u>. If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

### 4.26 Timeliness.

Time is of the essence in this Agreement.

4.27 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.28 Useful Life.

The Recipient warrants that the economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B.

4.29 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.30 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

# ARTICLE V TAX COVENANTS

5.1 Purpose.

The purpose of this Article V is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Article V sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to

be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

# 5.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

### 5.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

5.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance costs it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project. Such costs shall not have previously been financed with the proceeds of any other issue of tax-exempt obligations.

5.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section 5.12 hereof, operates the Project.

5.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Costs will proceed with due diligence.

5.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

#### 5.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section 5.20 below), (ii) Preliminary Expenditures (as defined in Section 5.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

# 5.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

#### 5.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section 5.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

#### 5.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

#### 5.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or

the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

# 5.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

# 5.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth on Exhibit B hereto.

# 5.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

5.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

# 5.17 No Sinking or Pledged Fund.

Except as set forth in Section 5.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

# 5.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of Debt Service with respect to the Obligation (the "Reserve Amount") as set forth in Section 3.7. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

# 5.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference, pursuant to Exhibit A.

# 5.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

# 5.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

# 5.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

# 5.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

## 5.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

#### 5.25 Amendments.

The provisions in this Article may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

### 5.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Article, the expectations of the Recipient as set forth in this Article are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Article V.

# 5.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

EXHIBIT A - SIGNAGE

#### 10. Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of <sup>3</sup>/<sub>4</sub> inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for this 2015 Drought Relief – Baseline Extension Project has been provided in full or in part the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

# EXHIBIT D – SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

Environmental:

The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:

- 1. The March 16, 2016 adopted Mitigation Monitoring and Reporting Program, including, but not limited to, the following mitigation measures:
  - 4.6-1 through 4.6-10 for air quality,
  - 4.8-1 through 4.8-3 for biological resources,
  - 4.12-1 through 4.12-9 for cultural resources,
  - 4.4-1 through 4.4-16 for geology and soils,
  - 4.5-1 through 4.5-9 for hydrology and water quality, and
  - VII-1 through VII-13 for hazards and hazardous materials.
- 2. The letter (EPA\_2017\_0203\_001) dated February 15, 2017 from Ms. Julianne Polanco at the State Office of Historic Preservation (OHP), Department of Parks and Recreation to Mrs. Carina Grove at the State Water Board regarding Section 106 of the Historic Preservation Act consultation for the Baseline Recycle Water Pipeline Extension Project (CWSRF NO. 8235-150), Inland Empire Utilities Agency, San Bernardino County, California, including, but not limited to, the following mitigation measures:
  - The Recipient shall coordinate with Mr. Andrew Salas, Chairperson of the Gabrieleno Band Mission Indians, prior to start of the Project construction, to have a qualified Native American monitor present during ground disturbance activities and shall notify the State Water Board of the outcome of such coordination.

The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board and OHP.

#### REPORTING TO THE STATE WATER BOARD

- 1. In its status reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D.
- 2. In its Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of compliance with environmental measures identified in this Exhibit D.

#### Financial:

- 1. Recipient shall establish and maintain rates and charges sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs and shall ensure that the Net Revenues are equal to at least 1.2 senior and 1.15 parity times the annual debt service in each Fiscal Year.
- 2. Recipient shall also comply with all additional debt requirements of the Recipient's outstanding System Obligations, including but not limited to the Systems Obligations set forth in Exhibit F, which requirements may be higher than the coverage ratio specified in this special condition.

- 3. Recipient shall establish a restricted Reserve Fund, held in its Enterprise Funds, equal to one year's debt service on this Obligation prior to Completion of Construction. The restricted Reserve Fund shall be maintained for the full term of the Agreement and shall be subject to lien and pledge as security for this Obligation and its use shall be restricted to payment of this Obligation during the term of this Agreement.
- 4. Recipient shall maintain separate financial statements in it annual CAFR for the following funds; Regional Wastewater, Recycled Water, Water Resources, and Non-Major funds. Revenues and expenses should be recorded in their appropriate fund.

### Technical:

- As a condition precedent to this Agreement, the Recipient must (1) deliver opinions of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement, and (2) deliver to the Division a resolution authorizing this Agreement.
- 2. The Recipient represents that it owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.
- 3. The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
- 4. The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

# EXHIBIT E - PROGRAMMATIC CONDITIONS AND CROSS-CUTTERS

The Recipient agrees to comply with the following federal conditions:

- (A) Federal Award Conditions
  - (1) American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Wage Rate Requirements (Davis Bacon). The Recipient shall include in full the language incorporated by reference in Exhibit A of this Agreement in all construction contracts and subcontracts.
  - (2) Signage Requirements. The Recipient shall comply with the signage requirements set forth in Exhibit A.
  - (3) Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
  - (4) EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at <u>http://www.epa.gov/ogd</u>, including but not limited to the following:
    - (a) DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
    - (b) Federal Exclusion or Disqualification. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

# EXHIBIT E - PROGRAMMATIC CONDITIONS AND CROSS-CUTTERS

- (c) Conflict of Interest. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.
- (d) Copyright and Patent.
  - i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
  - Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <u>http://iEdison.gov</u> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- (e) Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."

- (f) Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- (g) Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- (6) By signing this Agreement, the Recipient certifies to the best of its knowledge and belief that:

# EXHIBIT E - PROGRAMMATIC CONDITIONS AND CROSS-CUTTERS

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

- (B) Super Cross-Cutters Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:
  - (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - (2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
  - (3) The Age Discrimination Act of 1975, which prohibits age discrimination.
  - (4) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
  - (5) 40 CFR Part 7, as it relates to the foregoing.

# (C) WRRDA Conditions

- (1) Architectural and engineering contracts. Where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- (2) Fiscal sustainability. The Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

#### **EXHIBIT E - PROGRAMMATIC CONDITIONS AND CROSS-CUTTERS**

#### (D) Cross-Cutters

1) Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### EXHIBIT G – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

#### 1. CALIFORNIA DEBT INVESTMENT ADVISORY COMMISSION (CDIAC)

Where Recipient is a public entity, Recipient acknowledges its responsibility to file debt obligations with the CDIAC. Recipient understands that CDIAC has waived filing fees for State Water Board SRF debt.

#### 2. COMPLIANCE WITH STATE REQUIREMENTS

Recipient represents that it complies with the following conditions precedent and shall continue to maintain compliance:

#### (1) Water Conservation

The Recipient certifies that it complies with and shall continue to comply with any applicable water conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(2) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(3) Public Works Contractor Registration with Department Of Industrial Relations

To bid for public works contracts, Recipient's contractors and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(4) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(5) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(6) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7. (Water Code, Sec. 10608.56.)

(7) Delta Plan Consistency Findings

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta

#### EXHIBIT G – COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

(8) Agricultural Water Management Plan Consistency

If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.

(9) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

"General Decision Number: CA20220026 02/18/2022

Superseded General Decision Number: CA20210026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that aresubject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/14/2022       |
| 2                   | 01/21/2022       |
| 3                   | 02/18/2022       |
|                     |                  |

ASBE0005-002 09/01/2021

Rates

Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all

#### https://sam.gov/wage-determination/CA20220026/3

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types of mechanical systems).....\$ 47.25 24.45 Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 32.09 19.66 \_\_\_\_\_ ASBE0005-004 07/05/2021 Rates Fringes Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 22.40 13.07 \_\_\_\_\_ BOIL0092-003 01/01/2021 Rates Fringes BOILERMAKER.....\$ 46.03 38.81 \_\_\_\_\_ \* BRCA0004-011 05/01/2020 Rates Fringes BRICKLAYER; MARBLE SETTER.....\$ 41.48 18.63 \*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate \_\_\_\_\_ BRCA0018-004 06/01/2021 Rates Fringes MARBLE FINISHER.....\$ 35.90 14.11 TILE FINISHER.....\$ 30.47 12.52 TILE LAYER.....\$ 43.09 18.31 -----BRCA0018-010 09/01/2020 Rates Fringes TERRAZZO FINISHER.....\$ 33.66 14.20 TERRAZZO WORKER/SETTER.....\$ 41.60 14.73 -----CARP0213-001 07/01/2021 Rates Fringes CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 51.60 16.28

(2) Millwright.....\$ 52.10

16.48 39

2/23/22. 8:16 AM

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| <ul> <li>(3) Piledrivermen/Derrick</li> <li>Bargeman, Bridge or Dock</li> <li>Carpenter, Heavy Framer,</li> <li>Rock Bargeman or Scowman,</li> <li>Rockslinger, Shingler</li> </ul> |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| (Commercial)\$ 51.73<br>(4) Pneumatic Nailer,                                                                                                                                       | 16.28                   |
| Power Stapler                                                                                                                                                                       | 16.28<br>16.28<br>16.28 |
| Operator\$ 51.70                                                                                                                                                                    | 16.28                   |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0213-002 07/01/2021

|                                                                                                                                                           | Rates                               | Fringes                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------|
| Diver<br>(1) Wet<br>(2) Standby<br>(3) Tender<br>(4) Assistant Tender                                                                                     | \$ 445.84<br>\$ 437.84              | 16.28<br>16.28<br>16.28<br>16.28 |
| Amounts in ""Rates' column are pe                                                                                                                         | er day                              |                                  |
| CARP0213-004 07/01/2021                                                                                                                                   |                                     |                                  |
|                                                                                                                                                           | Rates                               | Fringes                          |
| Drywall<br>DRYWALL INSTALLER/LATHER<br>STOCKER/SCRAPPER<br>CARP0721-001 07/01/2021                                                                        | \$ 22.16                            | 16.28<br>8.62                    |
| CARP0/21-001 0//01/2021                                                                                                                                   |                                     |                                  |
|                                                                                                                                                           | Rates                               | Fringes                          |
| Modular Furniture Installer                                                                                                                               | \$ 21.85                            | 7.15                             |
| * ELEC0440-004 12/27/2021                                                                                                                                 |                                     |                                  |
| COMMUNICATIONS AND SYSTEMS WORK                                                                                                                           |                                     |                                  |
|                                                                                                                                                           | Rates                               | Fringes                          |
| Communications System<br>Installer<br>Technician                                                                                                          |                                     | 3%+16.89<br>15.89                |
| SCOPE OF WORK:<br>Installation, testing, service<br>utilizing the transmission and/<br>sound, vision and digital for o<br>security and entertainment purp | or transference<br>commercial, educ | of voice,<br>ational,            |

monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock

40

systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

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ELEC0477-002 06/01/2021 Rates Fringes Electricians:.....\$ 45.75 3%+25.33 CABLE SPLICER: \$1.50 per hour above Electrician rate. TUNNEL WORK: 10% above Electrician rate. ZONE PAY: Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale. \_\_\_\_\_ ELEC1245-001 01/01/2022 Rates Fringes LINE CONSTRUCTION (1) Lineman; Cable splicer..\$ 60.19 22.07 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08 20.86 (3) Groundman....\$ 36.76 20.46 (4) Powderman.....\$ 51.87 18.79 HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,

Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2022

|               |         | Rates | Fringes    |
|---------------|---------|-------|------------|
| ELEVATOR MECH | HANIC\$ | 61.34 | 36.885+a+b |

#### FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

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| OPERATOR:   | Power | Equipment |
|-------------|-------|-----------|
| OI LINATON. | rower | считршене |

| OPERATOR:                                                                                                                                                                                                                                                                      | Power Equipment                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (All Other                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| GROUP                                                                                                                                                                                                                                                                          | •                                                                                                                                                                                                                                                                                                                                               | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 2\$ 49.03                                                                                                                                                                                                                                                                                                                                       | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 3\$ 49.32                                                                                                                                                                                                                                                                                                                                       | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 4\$ 50.81                                                                                                                                                                                                                                                                                                                                       | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 5\$ 48.96                                                                                                                                                                                                                                                                                                                                       | 25.25                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 6\$ 51.03                                                                                                                                                                                                                                                                                                                                       | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 8\$ 51.14                                                                                                                                                                                                                                                                                                                                       | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 9\$ 49.29                                                                                                                                                                                                                                                                                                                                       | 25.25                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 10\$ 51.26                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 11\$ 49.41                                                                                                                                                                                                                                                                                                                                      | 25.25                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 12\$ 51.43                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 13\$ 51.53                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 14\$ 51.56                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                | 15\$ 51.64                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 16\$ 51.76                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 17\$ 51.93                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 18\$ 52.03                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 19\$ 52.14                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 20\$ 52.26                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 21\$ 52.43                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                | 22\$ 52.53                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 23\$ 52.64                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 24\$ 52.76                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
| GROUP                                                                                                                                                                                                                                                                          | 25\$ 52.93                                                                                                                                                                                                                                                                                                                                      | 27.20                                                                                                                                                                                              |
| 0                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| OPERATOR:                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| OPERATOR:                                                                                                                                                                                                                                                                      | Power Equipment                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| OPERATOR:<br>(Cranes, P                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| OPERATOR:<br>(Cranes, P<br>Hoisting)                                                                                                                                                                                                                                           | Power Equipment<br>iledriving &                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                    |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP                                                                                                                                                                                                                                  | Power Equipment<br>iledriving &<br>1\$ 49.60                                                                                                                                                                                                                                                                                                    | 27.20                                                                                                                                                                                              |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP                                                                                                                                                                                                                         | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38                                                                                                                                                                                                                                                                                       | 27.20<br>27.20                                                                                                                                                                                     |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                                                                                | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67                                                                                                                                                                                                                                                                          | 27.20<br>27.20<br>27.20                                                                                                                                                                            |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                                                                       | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81                                                                                                                                                                                                                                                             | 27.20<br>27.20<br>27.20<br>27.20                                                                                                                                                                   |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                                                              | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03                                                                                                                                                                                                                                                | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                                                                 |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                                                     | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14                                                                                                                                                                                                                                   | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                                                        |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                                            | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26                                                                                                                                                                                                                      | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                                               |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                          | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43                                                                                                                                                                                                         | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                                      |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                                 | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60                                                                                                                                                                                            | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                             |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                                        | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60                                                                                                                                                                              | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                                    |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                                      | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60                                                                                                                                                                | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                  |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                             | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60                                                                                                                                                  | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                  |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                             | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 55.60                                                                                                                                     | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                  |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                    | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment                                                                                                                 | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                  |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)                                                                                                          | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                         |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                                                    | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10                                                                                | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                                  |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)                                                                                                          | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                         |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                                                                         | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10                                                                                | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                         |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP                            | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.10<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10<br>2\$ 50.88                                                      | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                                                |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP          | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10<br>2\$ 50.88<br>3\$ 51.17                                                      | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                              |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP          | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.103<br>6\$ 51.143<br>9\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10<br>2\$ 50.10<br>2\$ 50.88<br>3\$ 51.17<br>4\$ 51.31                          | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20 |
| OPERATOR:<br>(Cranes, P<br>Hoisting)<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP<br>GROUP | Power Equipment<br>iledriving &<br>1\$ 49.60<br>2\$ 50.38<br>3\$ 50.67<br>4\$ 50.81<br>5\$ 51.03<br>6\$ 51.103<br>6\$ 51.14<br>7\$ 51.26<br>8\$ 51.43<br>9\$ 51.60<br>10\$ 52.60<br>11\$ 53.60<br>12\$ 54.60<br>13\$ 55.60<br>Power Equipment<br>rk)<br>1\$ 50.10<br>2\$ 50.10<br>2\$ 50.88<br>3\$ 51.17<br>4\$ 51.31<br>5\$ 51.53<br>6\$ 51.64 | 27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20<br>27.20                                     |

#### PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

#### SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine,

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up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor: Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity. manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar 44

Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

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single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton 46

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capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

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GROUP 7: Tunnel mole boring machine operator

GROUP 6: Heavy Duty Repairman

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern guarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Invo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W,

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Inland Empire Utilities Agency SWRCB CWSRF Loan Requirements

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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Rates

ENGI0012-004 08/01/2020

|                                         |       | 0     |
|-----------------------------------------|-------|-------|
| OPERATOR: Power Equipment<br>(DREDGING) |       |       |
| (1) Leverman\$                          | 56.40 | 30.00 |
| (2) Dredge dozer\$                      | 50.43 | 30.00 |
| (3) Deckmate\$                          | 50.32 | 30.00 |
| (4) Winch operator (stern               |       |       |
| winch on dredge)\$                      | 49.77 | 30.00 |
| (5) Fireman-Oiler,                      |       |       |
| Deckhand, Bargeman,                     |       |       |
| Leveehand\$                             | 49.23 | 30.00 |
| (6) Barge Mate\$                        | 49.84 | 30.00 |
|                                         |       |       |
|                                         |       |       |

IRON0433-006 07/01/2020

Rates

Fringes

Fringes

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------|
| IRONWORKER<br>Fence Erector\$ 34.58                                                                                                                                                                                                                                                                                           | 24.81                                                     | SWRCB CWSRF Loan Requirements  |
| Ornamental, Reinforcing                                                                                                                                                                                                                                                                                                       | 24.01                                                     |                                |
| and Structural\$ 41.00                                                                                                                                                                                                                                                                                                        | 33.45                                                     |                                |
| PREMIUM PAY:                                                                                                                                                                                                                                                                                                                  |                                                           |                                |
| \$6.00 additional per hour at the following loca                                                                                                                                                                                                                                                                              | ations:                                                   |                                |
| China Lake Naval Test Station, Chocolate Mounta<br>Reserve-Niland,<br>Edwards AFB, Fort Irwin Military Station, Fort<br>Center-Goldstone, San Clemente Island, San Nich<br>Susanville Federal Prison, 29 Palms - Marine Co<br>Base - Barstow, U.S. Naval Air Facility - Seale                                                 | Irwin Training<br>nolas Island,<br>orps, U.S. Marine      |                                |
| \$4.00 additional per hour at the following loca                                                                                                                                                                                                                                                                              | ations:                                                   |                                |
| Army Defense Language Institute - Monterey, Fal<br>Naval Post Graduate School - Monterey, Yermo Ma<br>Logistics Center                                                                                                                                                                                                        |                                                           |                                |
| \$2.00 additional per hour at the following loca                                                                                                                                                                                                                                                                              | ations:                                                   |                                |
| Port Hueneme, Port Mugu, U.S. Coast Guard Stat                                                                                                                                                                                                                                                                                | ion - Two Rock                                            |                                |
| LABO0300-005 03/01/2021                                                                                                                                                                                                                                                                                                       |                                                           |                                |
| Rates                                                                                                                                                                                                                                                                                                                         | Fringes                                                   |                                |
| Asbestos Removal Laborer\$ 37.49                                                                                                                                                                                                                                                                                              | 21.88                                                     |                                |
| SCOPE OF WORK: Includes site mobilization, a<br>cleanup, site preparation, removal of asbesto<br>material and toxic waste, encapsulation, encl<br>disposal of asbestos- containing materials ar<br>by hand or with equipment or machinery; scaff<br>fabrication of temporary wooden barriers and<br>decontamination stations. | os-containing<br>losure and<br>nd toxic waste<br>folding, |                                |
| LAB00345-001 07/01/2021                                                                                                                                                                                                                                                                                                       |                                                           |                                |
| Rates                                                                                                                                                                                                                                                                                                                         | Fringes                                                   |                                |
| LABORER (GUNITE)                                                                                                                                                                                                                                                                                                              |                                                           |                                |
| GROUP 1\$ 46.50                                                                                                                                                                                                                                                                                                               | 20.42                                                     |                                |
| GROUP 2\$ 45.55<br>GROUP 3\$ 42.01                                                                                                                                                                                                                                                                                            | 20.42<br>20.42                                            |                                |
|                                                                                                                                                                                                                                                                                                                               |                                                           |                                |

classification wage rate.

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB00783-002 07/01/2020

|         | Rates                | Fringes        |
|---------|----------------------|----------------|
|         | \$ 42.54<br>\$ 42.86 | 21.04<br>21.04 |
| GROUP 3 | \$ 43.32<br>\$ 44.01 | 21.04<br>21.04 |
| LABORER |                      |                |
|         | \$ 36.39             | 21.04          |
|         | \$ 36.94             | 21.04          |
| GROUP 3 | \$ 37.49             | 21.04          |
| GROUP 4 | \$ 39.04             | 21.04          |
| GROUP 5 | \$ 39.39             | 21.04          |

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 vd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder

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and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

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GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

#### LAB00783-005 07/01/2021

| LAD00705 005 07701/2021                                                     |           |         |  |
|-----------------------------------------------------------------------------|-----------|---------|--|
|                                                                             | Rates     | Fringes |  |
| Brick Tender                                                                | \$ 35.82  | 20.45   |  |
| LAB01184-001 07/01/2021                                                     |           |         |  |
|                                                                             | Rates     | Fringes |  |
| Laborers: (HORIZONTAL<br>DIRECTIONAL DRILLING)                              |           |         |  |
| (1) Drilling Crew Labore                                                    | r\$ 38.89 | 17.10   |  |
| <ul><li>(2) Vehicle Operator/Hau</li><li>(3) Horizontal Direction</li></ul> | -         | 17.10   |  |
| Drill Operator<br>(4) Electronic Tracking                                   | \$ 40.91  | 17.10   |  |
| Locator<br>Laborers: (STRIPING/SLURRY                                       | \$ 42.91  | 17.10   |  |
| SEAL)                                                                       |           |         |  |
| GROUP 1                                                                     | \$ 40.10  | 20.12   |  |
| GROUP 2                                                                     | \$ 41.40  | 20.12   |  |
| GROUP 3                                                                     | \$ 43.41  | 20.12   |  |
| GROUP 4                                                                     | \$ 45.15  | 20.12   |  |

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-003 08/05/2020

Rates

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Fringes

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------|----------|
| PLASTER CLEAN-UP LABORER<br>PLASTER TENDER                                                                                                                                                                  |                                                                    | 21.01<br>21.01                                                 | SWRCB CW |
| Work on a swing stage scaffold:                                                                                                                                                                             | : \$1.00 per ho                                                    | our additional.                                                |          |
| Work at Military Bases - \$3.00<br>Coronado Naval Amphibious Bas<br>Station-29 Palms, Imperial Be<br>Corps Logistics Supply Base,<br>Mountain Warfare Training Cer<br>Facility-Seeley, North Island<br>AFB. | se, Fort Irwir<br>each Naval Air<br>Marine Corps<br>iter, Naval Ai | n, Marine Corps Air<br>Station, Marine<br>Pickle Meadows,<br>r |          |
| PAIN0036-001 07/01/2020                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| Painters: (Including Lead<br>Abatement)                                                                                                                                                                     |                                                                    |                                                                |          |
| (1) Repaint (excludes San                                                                                                                                                                                   | ¢ 20 E0                                                            | 17 10                                                          |          |
| Diego County)                                                                                                                                                                                               |                                                                    | 17.12<br>17.24                                                 |          |
| work involving the aerospace<br>commercial recreational facil<br>commercial establishments as<br>sports facilities.                                                                                         | lities, hotels                                                     | which operate                                                  |          |
| PAIN0036-008 10/01/2021                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| DRYWALL FINISHER/TAPER                                                                                                                                                                                      | \$ 43.63                                                           | 22.92                                                          |          |
| PAIN0036-015 01/01/2020                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| GLAZIER                                                                                                                                                                                                     | \$ 43.45                                                           | 23.39                                                          |          |
| FOOTNOTE: Additional \$1.25 p<br>from the third (3rd) floor ar<br>hour for work on the outside<br>stage or any suspended contri                                                                             | nd up Additic<br>of the build                                      | onal \$1.25 per<br>ling from a swing                           |          |
| PAIN1247-002 01/01/2021                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| SOFT FLOOR LAYER                                                                                                                                                                                            | \$ 38.75                                                           | 14.03                                                          |          |
| PLAS0200-008 08/04/2021                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| PLASTERER                                                                                                                                                                                                   | \$ 45.77                                                           | 18.39                                                          |          |
| FORT IRWIN; MARINE CORPS AIR<br>CORPS LOGISTICS SUPPLY BASE:                                                                                                                                                |                                                                    |                                                                |          |
| PLAS0500-002 07/01/2020                                                                                                                                                                                     |                                                                    |                                                                |          |
|                                                                                                                                                                                                             | Rates                                                              | Fringes                                                        |          |
| the lean any wage determination (CA20220)                                                                                                                                                                   |                                                                    | 54                                                             |          |

CEMENT MASON/CONCRETE FINISHER...\$ 38.50

#### SAM.gov

25.91

#### -----PLUM0016-002 09/01/2021 Rates Fringes PLUMBER, PIPEFITTER, STEAMFITTER Work at Edwards AFB.....\$ 60.83 25.36 Work at Fort Irwin Army 25.36 Base....\$ 64.33 Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....\$ 60.83 25.36 Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of 24.38 floor space.....\$ 52.20 Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 39.91 22.71 All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 53.83 25.36 \_\_\_\_\_ PLUM0345-001 09/01/2021 Rates Fringes PLUMBER Landscape/Irrigation Fitter.\$ 36.85 24.75 Sewer & Storm Drain Work....\$ 40.94 22.13 \_\_\_\_\_ ROOF0036-002 08/01/2021 Rates Fringes ROOFER.....\$ 42.07 18.92 FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay. \_\_\_\_\_ SFCA0669-009 01/01/2021 Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

Rates

Fringes

| 2/23/22, | 8:16 | AM |
|----------|------|----|
|          |      |    |

SAM.gov

26.23

SFCA0709-004 01/01/2021

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

SPRINKLER FITTER.....\$ 39.83

|                                                                                                                                                                  | Rates         | Fringes              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| SPRINKLER FITTER (Fire)                                                                                                                                          | \$ 48.71      | 29.15                |
| SHEE0105-003 01/01/2022                                                                                                                                          |               |                      |
| LOS ANGELES (South of a straight<br>Big Pines)and Catalina Island, I<br>of Hwy 395), MONO ORANGE, RIVERS                                                         | INYO, KERN (N | Northeast part, East |
|                                                                                                                                                                  | Rates         | Fringes              |
| SHEET METAL WORKER<br>(1) Commercial - New<br>Construction and Remodel                                                                                           |               |                      |
| work<br>(2) Industrial work<br>including air pollution<br>control systems, noise<br>abatement, hand rails,<br>guard rails, excluding<br>aritechtural sheet metal | \$ 50.23      | 29.60                |

aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...\$ 48.28 29.46

TEAM0011-002 07/01/2020

Rates Fringes

56

| TRUCK DRIV | ER         |       |
|------------|------------|-------|
| GROUP      | 1\$ 32.59  | 30.59 |
| GROUP      | 2\$ 32.74  | 30.59 |
| GROUP      | 3\$ 32.87  | 30.59 |
| GROUP      | 4\$ 33.06  | 30.59 |
| GROUP      | 5\$ 33.09  | 30.59 |
| GROUP      | 6\$ 33.12  | 30.59 |
| GROUP      | 7\$ 33.37  | 30.59 |
| GROUP      | 8\$ 33.62  | 30.59 |
| GROUP      | 9\$ 33.82  | 30.59 |
| GROUP      | 10\$ 34.12 | 30.59 |
| GROUP      | 11\$ 34.62 | 30.59 |
| GROUP      | 12\$ 35.05 | 30.59 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional. [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2

axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

\_\_\_\_\_

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

57

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

58

SAM.gov

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: CA20210003 01/01/2021

Superseded General Decision Number: CA20200003

State: California

Construction Type: Heavy Water Well Drilling

Counties: California Statewide.

WATER WELL DRILLING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification | Number | Publi | cation | Date |
|--------------|--------|-------|--------|------|
| 0            |        | 01/01 | /2021  |      |

#### SUCA1989-001 01/01/1989

|              | Rates     | Fringes |
|--------------|-----------|---------|
| PUMPS        |           |         |
| Installer    |           |         |
| Alameda      | .\$ 7.50  |         |
| Alpine       | .\$ 8.00  |         |
| Amador       | .\$ 8.00  |         |
| Colusa       | .\$ 10.57 | 2.03    |
| Contra Costa | .\$ 7.50  |         |
| El Dorado    | .\$ 8.00  |         |
| Fresno       | .\$ 7.25  | 1.04    |
| Imperial     | .\$ 8.50  |         |
| Kern         |           | .43     |
| Lake         |           | 2.03    |
|              |           | 60      |

| //29/2021                                     | SAM.gov     |
|-----------------------------------------------|-------------|
| Los Angeles\$ 9.76                            | .57         |
| Madera\$ 7.50                                 | .72         |
| Marin\$ 10.57                                 | 2.03        |
| Mariposa\$ 7.50                               | .72         |
| Mendocino\$ 10.57                             | 2.03        |
| Monterey\$ 12.50<br>Napa\$ 13.00              | .81         |
| Placer\$ 8.00                                 | .81         |
| Plumas\$ 10.36                                | 1.65        |
| Riverside\$ 7.25                              | .34         |
| Sacramento\$ 9.43                             | .83         |
| San Benito\$ 8.39                             | 2.65        |
| San Bernardino\$ 10.30                        | .77         |
| San Diego\$ 7.85                              | 2.02        |
| San Joaquin\$ 11.39<br>San Luis Obispo\$ 7.25 | 3.82        |
| San Luis Obispo\$ 7.25<br>San Mateo\$ 10.36   | 1.65        |
| Santa Barbara\$ 7.57                          | 1.05        |
| Santa Clara\$ 8.39                            | 2.65        |
| Santa Cruz\$ 8.39                             | 2.65        |
| Shasta\$ 9.63                                 | 1.36        |
| Sonoma\$ 10.57                                | 2.03        |
| Tehama\$ 10.36                                | 1.65        |
| Trinity\$ 9.63                                | 1.36        |
| Tuolumne\$ 7.50<br>Ventura\$ 11.00            | .72<br>1.48 |
|                                               | 1.40        |
| Water Well Driller<br>Alameda\$ 10.00         | .36         |
| Alpine\$ 9.60                                 | . 50        |
| Amador\$ 9.60                                 |             |
| Butte\$ 7.25                                  |             |
| Calaveras\$ 7.50                              |             |
| Colusa\$ 11.07                                | 2.03        |
| Contra Costa\$ 9.50<br>Del Norte\$ 8.00       | .31         |
| El Dorado\$ 9.60                              | .91         |
| Fresno\$ 13.37                                | 1.45        |
| Glenn\$ 7.25                                  |             |
| Humboldt\$ 8.00                               | .31         |
| Imperial\$ 8.70                               | .36         |
| Inyo\$ 7.29                                   | 1.13        |
| Kern\$ 7.25<br>Kings\$ 7.25                   | .06<br>1.21 |
| Kings\$ 7.25<br>Lake\$ 11.07                  | 2.03        |
| Lassen\$ 7.25                                 | .43         |
| Los Angeles\$ 9.65                            |             |
| Madera\$ 7.50                                 | .72         |
| Marin\$ 11.07                                 | 2.03        |
| Mariposa\$ 7.50                               | .72         |
| Mendocino\$ 11.07                             | 2.03        |
| Merced\$ 7.25<br>Modoc\$ 10.50                | .13         |
| Modoc\$ 10.50<br>Mono\$ 10.00                 |             |
| Monterey\$ 12.50                              |             |
| Napa\$ 8.00                                   | .81         |
| Nevada\$ 7.25                                 | .13         |
| Orange\$ 11.00                                | 1.48        |
| Placer\$ 9.60<br>Plumas\$ 10.00               |             |
| Riverside\$ 7.25                              | .36         |
| Sacramento\$ 10.00                            |             |
| San Benito\$ 8.39                             | 2.65        |
| San Bernardino\$ 10.20                        | .37         |
| San Diego\$ 8.18 6'                           | l           |

Inland Empire Utilities Agency SWRCB CWSRF Loan Requirements

| 21                |       | SAM.gov |
|-------------------|-------|---------|
| San Francisco\$   | 10.00 |         |
| San Joaquin\$     | 7.25  | .13     |
| San Luis Obispo\$ | 7.25  | 1.02    |
| San Mateo\$       | 10.00 | .81     |
| Santa Barbara\$   | 7.98  |         |
| Santa Clara\$     | 8.39  | 2.65    |
| Santa Cruz\$      | 8.39  | 2.65    |
| Shasta\$          | 7.25  |         |
| Sierra\$          | 7.25  | .13     |
| Siskiyou\$        | 8.00  | .31     |
| Solano\$          | 9.15  |         |
| Sonoma\$          | 10.07 | 1.70    |
| Stanislaus\$      | 7.25  | .13     |
| Sutter\$          | 7.25  |         |
| Tehama\$          | 10.00 |         |
| Trinity\$         | 7.25  |         |
| Tulare\$          | 7.29  | 1.13    |
| Tuolumne\$        | 7.50  | .72     |
| Ventura\$         | 11.00 | 1.48    |
| Yolo\$            | 10.36 | 1.65    |
| Yuba\$            | 7.25  | .13     |
|                   |       |         |

Inland Empire Utilities Agency SWRCB CWSRF Loan Requirements

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### -----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- $\ast$  an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

...

"General Decision Number: CA20210006 01/01/2021

Superseded General Decision Number: CA20200006

State: California

Construction Type: Heavy Hopper Dredge Work

Counties: California Statewide.

HOPPER DREDGE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

SUCA1985-002 01/01/1985

Rates Fringes

\_\_\_\_\_

Self-Propelled Hopper Dredge Drag tender.....\$ 8.78 4.23

FOOTNOTE: Nine paid holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (Aug. 20th), Veterans Day, Thanksgiving Day and Christmas Day.

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  ${}^{67}_{67}$ 

...

SAM.gov

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

> Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

## **Did you Meet the DBE Requirements?**

IEUA has developed the following DBE requirements that expand upon requirements from the State Water Resources Control Board (SWRCB). Full compliance with these requirements must be achieved to secure project financing. Therefore, your due diligence is needed to meet the Good Faith Efforts (GFE) requirement of this solicitation.

## <u>FORMS</u>

The forms listed in the table below and attached to these guidelines must be completed and submitted with the GFE, as applicable:

| FORM NUMBER                      | FORM NAME                                | REQUIREMENT                                                               | PROVIDED BY         | COMPLETED BY        |
|----------------------------------|------------------------------------------|---------------------------------------------------------------------------|---------------------|---------------------|
| SWRCB Form 4500-2<br>or EPA Form | DBE Sub-Contractor<br>Participation Form | As Needed during the<br>Project Period                                    | Recipient           | Sub-contractor      |
| SWRCB Form 4500-3<br>or EPA Form | DBE Sub-Contractor<br>Performance Form   | Include with Bid or<br>Proposal Package, if Hiring<br>a DBE Subcontractor | Prime<br>Contractor | Sub-Contractor      |
| SWRCB Form 4500-4<br>or EPA Form | DBE Sub-Contractor<br>Utilization Form   | Include with Bid or<br>Proposal Package                                   | Recipient           | Prime<br>Contractor |

IEUA's Grants Department will review the forms submitted with the bid or proposal package to determine if your GFE was performed *prior to the bid or proposal opening date*. Failure to complete the GFE before the opening date would jeopardize the project financing and will result in your bid or proposal being deemed non-responsive.

# Please note that the <u>forms</u> must be completed and submitted with the bid, but all backup documentation may be submitted up to three business days after the bid closing.

Further details on each of the forms and their applicability are below:

## 4500-4

Fill out form 4500-4 thoroughly and include a completed, signed copy with the bid or proposal package <u>regardless of whether or not you use a DBE</u>.

If you have not identified potential DBE-certified subcontractors, you must mark, "No," and provide an explanation on this form.

If you have identified potential DBE-certified subcontractors and will be using them on the project, you must provide the requested information on the form and complete Form 4500-3 with the bid or proposal package. If you identified potential subcontractors but chose not to use them, please indicate as such, and no Form 4500-3 will be needed.

If you are submitting a proposal for design efforts that requires a separate, sealed cost proposal, you may submit two copies of this form: one copy with blank pricing information and a second copy, with pricing information included, in the separate, sealed envelope.

If this form is not included with the bid or proposal package, you will be deemed non-responsive.

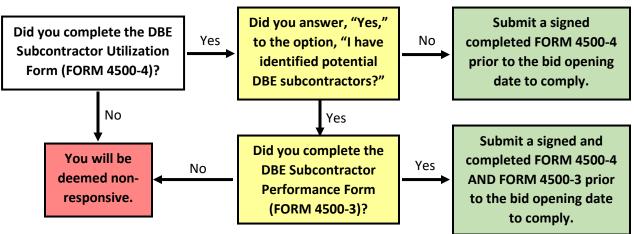
## 4500-3

If you are using a DBE/DBEs, you must fill out form 4500-3 thoroughly for each DBE and include a completed, signed copy with the bid or proposal package. *If you are utilizing a DBE and this form is not included with the bid or proposal package, you will be deemed non-responsive*.

If you are not using a DBE/DBEs, this form is not required to be submitted with the bid or proposal package.

## 4500-2

Form 4500-2 can be filled out as needed and submitted at any time during the project period of performance. This form *does not* need to be included with the bid or proposal package.



## DBE FORM COMPLIANCE FLOW CHART

## SIX GOOD FAITH EFFORTS (GFEs)

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Correspondence with DBEs, such as emails or call logs, provide proof of compliance with this effort. Compliance with Items 2 and 5 below will also ensure that this GFE is satisfied.

2. Make information on forthcoming opportunities available to DBEs. Post solicitations for bids or proposals for a minimum of 30 consecutive calendar days in a publication, such as a newspaper or online service, before the bid opening date. If the solicitation is posted online, it must be accompanied by a newspaper posting, in print, for a minimum of one day prior to the bid opening date. Posting a solicitation in print for one day without also posting in an online service for 30 days will not satisfy this requirement.

The solicitation shall include the project name, location, type of contracting opportunities that exist, bid opening date, and project contact information.

Proof that the ad was posted for 30 consecutive calendar days before the bid opening date must be included in the bid or proposal package. If the bid or proposal package does not include proof that the ad was posted for 30 consecutive days, *you will be deemed non-responsive*. An example of proof of compliance for this requirement is a screenshot of an online solicitation indicating the number of days it was posted.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

No documentation is required to be submitted with the bid or proposal package for this GFE.

4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.

No documentation is required to be submitted with the bid or proposal package for this GFE.

5. Use the services of the Small Business Administration (SBA) **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.

Please note that if the MBDA is not operational, you must use SBA. Otherwise, you can use one, the other or both. You must submit proof that SBA/MBDA was utilized with the bid or proposal package. *If this proof is not included with the bid or proposal package, you will be deemed non-responsive*. An example of proof of compliance for this requirement is a screenshot of the SBA website with an indication of dates posted. To post to the SBA website, you may use the following steps:

# Step 1: Visit www.sba.gov

Step 2: Under the FEDERAL CONTRACTING tab, click on PRIME AND SUBCONTRACTING
Step 3: Under the PRIME AND SUBCONTRACTING page, in the second paragraph of Prime
Contracting, click on link to the Subcontracting Network Database.
Step 4: Once in the Database, at the top, click Post-Modify
Step 5: Click "I Agree"

**Step 6**: Login. If you do not have a login account, simply click on "Create a New SBA GLS Account" located on the left side of the screen.

**Step 7**: Post. Use Riverside or Los Angeles as the project area.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The following online services are examples of those that may be utilized to satisfy the GFE requirements. While these resources, and others that provide similar services, are helpful in satisfying the GFE requirements, the CONTRACTOR is responsible for ensuring that compliance with these requirements has been met.

- <u>http://www.compliancenews.com/</u>
- <u>https://www.dbegoodfaith.com/</u>
- <u>http://goodfaitheffort.com/</u>

Any questions regarding these DBE requirements should be directed to the Project Manager.

# **GOOD FAITH EFFORT COMPLIANCE CHECKLIST**

Below is a checklist for the contractors' use to confirm that all GFE requirements were met. This checklist is not required to be submitted and is only included for convenience.

| GFE No.                                    | Good Faith Efforts (GFE)                                                                                                                                                                                         | GFE Met (Yes/No) | Backup Documentation<br>Included? (Yes/No) |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------|
| 1                                          | Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities.                                                                             |                  |                                            |
| 2                                          | Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a <b>minimum of 30 calendar days</b> in a local newspaper, <b>before the bid opening date</b> . |                  |                                            |
| 3                                          | Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.                                                                                                     |                  | Not Applicable                             |
| 4                                          | Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.                                                                                                     |                  | Not Applicable                             |
| 5                                          | Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.                                                                                                 |                  |                                            |
| 6                                          | If the prime contractor awards subcontracts, require the prime contractor to take the steps above.                                                                                                               |                  | Not Applicable                             |
| Required w/ bid<br>package                 | Completed and signed SWRCB Form 4500-4                                                                                                                                                                           |                  |                                            |
| Required if DBE<br>hired w/ bid<br>package | Completed and signed SWRCB Form 4500-3                                                                                                                                                                           |                  |                                            |



# Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

| Subcontractor Name    |                     | Project Name           |                  |
|-----------------------|---------------------|------------------------|------------------|
|                       |                     |                        |                  |
| Bid / Proposal No.    | Assistance Agreemer | nt ID No. (if known)   | Point of Contact |
|                       |                     |                        |                  |
|                       |                     |                        |                  |
| Address               | •                   |                        | ·                |
|                       |                     |                        |                  |
|                       |                     |                        |                  |
| Telephone No.         |                     | Email Address          |                  |
|                       |                     |                        |                  |
| Prime Contractor Name |                     | Issuing/Funding Entity |                  |
|                       |                     |                        | nuty             |
|                       |                     |                        |                  |

| Contract Item<br>Number | Description of Work Received from the Prime Contractor Involving<br>Construction, Services, Equipment or Supplies | Amount Received<br>by Prime<br>Contractor |
|-------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
|                         |                                                                                                                   |                                           |

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

| Subcontractor Signature | Print Name |
|-------------------------|------------|
|                         |            |
| Title                   | Date       |
| Tiue                    | Date       |
|                         |            |

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

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Send completed Form 4500-2 to: Mr. Joe Ochab, DBE Coordinator US EPA, Region 9 75 Hawthorne Street San Francisco, CA 94105

# FORM 4500-2 (DBE Subcontractor Participation Form)



# Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

| Subcontractor Name    |                     | Project Name         |                  |
|-----------------------|---------------------|----------------------|------------------|
|                       |                     |                      |                  |
| Bid / Proposal No.    | Assistance Agreemer | nt ID No. (if known) | Point of Contact |
|                       |                     |                      |                  |
| Address               |                     |                      |                  |
|                       |                     |                      |                  |
| Telephone No.         |                     | Email Address        |                  |
|                       |                     |                      |                  |
| Prime Contractor Name |                     | Issuing/Funding Er   | ntity            |
|                       |                     |                      |                  |

| Contract Item<br>Number | Description of Work Submitted from the Prime Contractor Involving<br>Construction, Services, Equipment or Supplies |                                        | Price of Work<br>Submitted to the<br>Prime Contractor |
|-------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------|
|                         |                                                                                                                    |                                        |                                                       |
|                         |                                                                                                                    |                                        |                                                       |
|                         |                                                                                                                    |                                        |                                                       |
|                         |                                                                                                                    |                                        |                                                       |
| DBE Certified By:       | DOT SBA                                                                                                            | Meets/exceeds EPA certification standa | rds?                                                  |
| Other:                  |                                                                                                                    | YESNOUnknown                           |                                                       |

# FORM 4500-3 (DBE Subcontractor Performance Form)

<sup>&</sup>lt;sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>&</sup>lt;sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| Prime Contractor Signature | Print Name |
|----------------------------|------------|
|                            |            |
| Title                      | Date       |
|                            | 540        |
|                            |            |

| Subcontractor Signature | Print Name |
|-------------------------|------------|
|                         |            |
| Title                   | Date       |
|                         |            |
|                         |            |

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



# Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| Prime Contractor Name  |                                | Project Name                |  |
|------------------------|--------------------------------|-----------------------------|--|
|                        |                                |                             |  |
| Bid / Proposal No.     | Assistance Agreement ID No. (i | (if known) Point of Contact |  |
|                        | -                              |                             |  |
|                        |                                |                             |  |
| Address                |                                |                             |  |
|                        |                                |                             |  |
| Telephone No.          | Email Ac                       | ddroop                      |  |
|                        | Email Ac                       | luuless                     |  |
|                        |                                |                             |  |
| Issuing/Funding Entity |                                |                             |  |
|                        |                                |                             |  |
|                        |                                |                             |  |

| I have identified potential DBE certified subcontractors. <u>YES</u> NO<br>If <i>yes</i> , please complete the table below. If <i>no</i> , please explain: |                                 |                            |                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------|------------------|--|
| Subcontractor Name/<br>Company Name                                                                                                                        | Company Address / Phone / Email | Estimated<br>Dollar Amount | Currently<br>DBE |  |
|                                                                                                                                                            |                                 |                            | Certified?       |  |
|                                                                                                                                                            |                                 |                            |                  |  |
|                                                                                                                                                            |                                 |                            |                  |  |
|                                                                                                                                                            |                                 |                            |                  |  |

--Continue on back if needed--

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-4 (DBE Subcontractor Utilization Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| Prime Contractor Signature | Print Name |
|----------------------------|------------|
|                            |            |
|                            | -          |
| Title                      | Date       |
|                            |            |
|                            |            |

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

The RP-1 Disinfection Improvements Project No. EN11039 is subject to the attached provisions, which will be required for all projects receiving State Revolving Fund (SRF) funding agreements after May 15, 2022. The funding agreement for EN11039 is anticipated to be received in 2023. When further guidance becomes available, it will be provided to the contractor.

# Build America, Buy America Act

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), which includes the "Build America, Buy America Act" (the Act). This Act ensures that Federal infrastructure programs require the use of materials produced in the United States, increases the requirement for American-made content, and strengthens the waiver process associated with Buy American provisions.

Buy America requirements previously applied to iron, steel, and certain manufactured goods. The IIJA broadens coverage to include nonferrous metals, such as copper used in electric wiring; plastic- and polymer-based products; glass, including optical fiber; and certain other construction materials, such as lumber and drywall.

To be considered "produced in the United States" under the IIJA, manufactured goods must contain greater than 55% domestic content and be manufactured in the United States. In the case of construction materials all manufacturing processes must occur in the United States.

Please read carefully all of the information provided. The full provisions from the IIJA legislation are provided below. Please direct any questions to the Project Manager.

Director of the Office of Management and Budget, may, after public notice and opportunity for comment, issue regulations establishing a fee structure for sponsors of covered projects to reimburse the United States for reasonable costs incurred in conducting environmental reviews and authorizations for covered projects.":

mental reviews and authorizations for covered projects."; (2) in subsection (b), by striking "and 41003" and inserting "through 41008"; and

(3) in subsection (d)-

(A) in the subsection heading, by striking "AND PERMITTING"; and

 $(\dot{B})$  by striking paragraphs (2) and (3) and inserting the following:

"(2) AVAILABILITY.—Amounts in the Fund shall be available to the Executive Director, without fiscal year limitation, solely for the purposes of administering, implementing, and enforcing this title, including the expenses of the Council, staffing of the Office of the Executive Director, and support of the role of the Council as a Federal center for permitting excellence, which may include supporting interagency detailee and rotation opportunities, advanced training, enhanced support for agency project managers, and fora for sharing information and lessons learned.

"(3) TRANSFER.—For the purpose of carrying out this title, the Executive Director, with the approval of the Director of the Office of Management and Budget, may transfer amounts in the Fund to other Federal agencies and State, Tribal, and local governments to facilitate timely and efficient environmental reviews and authorizations for covered projects and other projects under this title, including direct reimbursement agreements with agency CERPOs, reimbursable agreements, and approval and consultation processes and staff for covered projects.".

(h) SUNSET.—Section 41013 of the FAST Act (42 U.S.C. 4370m-12) is repealed.

(i) TECHNICAL CORRECTION.—Section 41002(b)(2)(A)(ii) of the FAST Act (42 U.S.C. 4370m–1(b)(2)(A)(ii)) is amended by striking "councilmem-ber" and inserting "councilmember".

(j) CLERICAL AMENDMENT.—The table of contents in section 1(b) of the FAST Act (Public Law 114–94; 129 Stat. 1319) is amended by striking the item relating to section 41002 and inserting the following:

"Sec. 41002. Federal Permitting Improvement Steering Council.".

## TITLE IX—BUILD AMERICA, BUY AMERICA

### Subtitle A—Build America, Buy America

SEC. 70901. SHORT TITLE.

This subtitle may be cited as the "Build America, Buy America Act".

## PART I—BUY AMERICA SOURCING REQUIREMENTS

#### SEC. 70911. FINDINGS.

Congress finds that-

(1) the United States must make significant investments to install, upgrade, or replace the public works infrastructure of the United States;

(2) with respect to investments in the infrastructure of the United States, taxpayers expect that their public works infrastructure will be produced in the United States by American workers;

(3) United States taxpayer dollars invested in public infrastructure should not be used to reward companies that have moved their operations, investment dollars, and jobs to foreign countries or foreign factories, particularly those that do not share or openly flout the commitments of the United States to environmental, worker, and workplace safety protections;

(4) in procuring materials for public works projects, entities using taxpayer-financed Federal assistance should give a commonsense procurement preference for the materials and products produced by companies and workers in the United States in accordance with the high ideals embodied in the environmental, worker, workplace safety, and other regulatory requirements of the United States;

(5) common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall are not adequately covered by a domestic content procurement preference, thus limiting the impact of taxpayer purchases to enhance supply chains in the United States; (6) the benefits of domestic content procurement pref-

(6) the benefits of domestic content procurement preferences extend beyond economics;(7) by incentivizing domestic manufacturing, domestic con-

(7) by incentivizing domestic manufacturing, domestic content procurement preferences reinvest tax dollars in companies and processes using the highest labor and environmental standards in the world;

(8) strong domestic content procurement preference policies act to prevent shifts in production to countries that rely on production practices that are significantly less energy efficient and far more polluting than those in the United States;

(9) for over 75 years, Buy America and other domestic content procurement preference laws have been part of the United States procurement policy, ensuring that the United States ean build and rebuild the infrastructure of the United States with high-quality American-made materials;

(10) before the date of enactment of this Act, a domestic content procurement preference requirement may not apply, may apply only to a narrow scope of products and materials, or may be limited by waiver with respect to many infrastructure programs, which necessitates a review of such programs, including programs for roads, highways, and bridges, public

transportation, dams, ports, harbors, and other maritime facilities, intercity passenger and freight railroads, freight and intermodal facilities, airports, water systems, including drinking water and wastewater systems, electrical transmission facilities and systems, utilities, broadband infrastructure, and buildings and real property;

(11) Buy America laws create demand for domestically produced goods, helping to sustain and grow domestic manufac-turing and the millions of jobs domestic manufacturing supports (12) as of the date of enactment of this Act, domestic

content procurement preference policies apply to all Federal Government procurement and to various Federal-aid infrastructure programs;

(13) a robust domestic manufacturing sector is a vital component of the national security of the United States

(14) as more manufacturing operations of the United States, have moved offshore, the strength and readiness of the defense industrial base of the United States has been diminished; and

(15) domestic content procurement preference laws

(A) are fully consistent with the international obliga-tions of the United States; and

(B) together with the government procurements to which the laws apply, are important levers for ensuring that United States manufacturers can access the government procurement markets of the trading partners of the United States.

## SEC. 70912. DEFINITIONS.

In this part:

(1) DEFICIENT PROGRAM.—The term "deficient program" means a program identified by the head of a Federal agency under section 70913(c).

(2) DOMESTIC CONTENT PROCUREMENT PREFERENCE.—The term "domestic content procurement preference" means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a project unless-

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.
(3) FEDERAL AGENCY.—The term "Federal agency" means any authority of the United States that is an "agency" (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section)

 (4) FEDERAL FINANCIAL ASSISTANCE.—

 (A) IN GENERAL.—The term "Federal financial assistance" has the meaning given the term in section 200.1 of title 2, Code of Federal Regulations (or successor regulations)

 tions).

(B) INCLUSION.—The term "Federal financial assist-ance" includes all expenditures by a Federal agency to a non-Federal entity for an infrastructure project, except

that it does not include expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

(5) INFRASTRUCTURE.—The term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States—

(A) roads, highways, and bridges;

(B) public transportation;

(C) dams, ports, harbors, and other maritime facilities;

(D) intercity passenger and freight railroads;(E) freight and intermodal facilities;

(F) airports:

(G) water systems, including drinking water and wastewater systems;

(H) electrical transmission facilities and systems;

(I) utilities;

(J) broadband infrastructure; and

(K) buildings and real property. (6) PRODUCED IN THE UNITED STATES.—The term "produced in the United States" means—

(A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (B) in the case of manufactured products, that—

(B) in the case of manufactured products, that— (i) the manufactured product was manufactured

in the United States; and (ii) the cost of the components of the manufactured

(i) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

(7) PROJECT.—The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

#### SEC. 70913. IDENTIFICATION OF DEFICIENT PROGRAMS.

(a) IN GENERAL.—Not later than 60 days after the date of enactment of this Act, the head of each Federal agency shall— (1) submit to the Office of Management and Budget and

(1) submit to the Office of Management and Budget and to Congress, including a separate notice to each appropriate congressional committee, a report that identifies each Federal financial assistance program for infrastructure administered by the Federal agency; and

(2) publish in the Federal Register the report under paragraph (1).

(b) REQUIREMENTS.—In the report under subsection (a), the head of each Federal agency shall, for each Federal financial assistance program-

(1) identify all domestic content procurement preferences applicable to the Federal financial assistance;

(2) assess the applicability of the domestic content procurement preference requirements, including-

(A) section 313 of title 23, United States Code;

(B) section 5323(j) of title 49, United States Code; (C) section 22905(a) of title 49, United States Code; (D) section 50101 of title 49, United States Code;

(E) section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1388);

(F) section 1452(a)(4) of the Safe Drinking Water Act

(F) Section 1402(0/F) of the Cate Drinking react rate
 (42 U.S.C. 300j-12(a)(4));
 (G) section 5035 of the Water Infrastructure Finance and Innovation Act of 2014 (33 U.S.C. 3914);
 (H) any domestic content procurement preference included in an appropriations Act; and

(I) any other domestic content procurement preference in Federal law (including regulations);

(3) provide details on any applicable domestic content procurement preference requirement, including the purpose, scope, applicability, and any exceptions and waivers issued under the requirement; and

(4) include a description of the type of infrastructure projects that receive funding under the program, including information relating to-

(A) the number of entities that are participating in the program;

(B) the amount of Federal funds that are made available for the program for each fiscal year; and

(C) any other information the head of the Federal

agency determines to be relevant. (c) LIST OF DEFICIENT PROGRAMS.—In the report under sub-section (a), the head of each Federal agency shall include a list of Federal financial assistance programs for infrastructure identified under that subsection for which a domestic content procurement preference requirement-

(1) does not apply in a manner consistent with section 70914; or

(2) is subject to a waiver of general applicability not limited to the use of specific products for use in a specific project.

#### SEC. 70914. APPLICATION OF BUY AMERICA PREFERENCE.

(a) IN GENERAL.-Not later than 180 days after the date of enactment of this Act, the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

(b) WAIVER.—The head of a Federal agency that applies a domestic content procurement preference under this section may waive the application of that preference in any case in which the head of the Federal agency finds that—

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) types of iron, steel, manufactured products, or construc-tion materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (c) WRITTEN JUSTIFICATION.—Before issuing a waiver under subsection (b), the head of the Federal agency shall-

(1) make publicly available in an easily accessible location on a website designated by the Office of Management and Budget and on the website of the Federal agency a detailed written explanation for the proposed determination to issue the waiver; and

(2) provide a period of not less than 15 days for public (d) REVIEW OF WAIVERS OF GENERAL APPLICABILITY.

(1) IN GENERAL.—An existing general applicability waiver or a general applicability waiver issued under subsection (b) shall be reviewed every 5 years after the date on which the waiver is issued.

(2) REVIEW.-In conducting a review of a general applica-

(A) publish in the Federal agency shall— (A) publish in the Federal Register a notice that— (i) describes the justification for a general applicability waiver; and

(ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and (B) publish in the Federal Register a determination on whether to continue or discontinue the general applica-bility mixing to be a second to be account to be accoun

bility waiver, taking into account the comments received in response to the notice published under subparagraph (A).

(3) LIMITATION ON THE REVIEW OF EXISTING WAIVERS OF GENERAL APPLICABILITY.—For a period of 5 years beginning on the date of enactment of this Act, paragraphs (1) and (2)shall not apply to any product-specific general applicability waiver that was issued more than 180 days before the date of enactment of this Act.

(e) CONSISTENCY WITH INTERNATIONAL AGREEMENTS.—This sec-tion shall be applied in a manner consistent with United States obligations under international agreements.

#### SEC. 70915. OMB GUIDANCE AND STANDARDS.

(a) GUIDANCE.—The Director of the Office of Management and Budget shall-

(1) issue guidance to the head of each Federal agency— (A) to assist in identifying deficient programs under section 70913(c); and

(B) to assist in applying new domestic content procure-ment preferences under section 70914; and

(2) if necessary, amend subtitle A of title 2, Code of Federal Regulations (or successor regulations), to ensure that domestic content procurement preference requirements required by this

part or other Federal law are imposed through the terms and conditions of awards of Federal financial assistance. (b) STANDARDS FOR CONSTRUCTION MATERIALS.-

(1) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the Director of the Office of Manage-"all manufacturing processes" in the case of construction materials.

(2) CONSIDERATIONS.—In issuing standards under para-graph (1), the Director shall—

(A) ensure that the standards require that each manu-(A) ensure that the standards require that call inflatting facturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States; and (B) take into consideration and seek to maximize the

direct and indirect jobs benefited or created in the production of the construction material.

#### SEC. 70916. TECHNICAL ASSISTANCE PARTNERSHIP AND CONSULTA-TION SUPPORTING DEPARTMENT OF TRANSPORTATION BUY AMERICA REQUIREMENTS.

(a) DEFINITIONS.—In this section:

(1) BUY AMERICA LAW.—The term "Buy America law" means

(A) section 313 of title 23, United States Code; (B) section 5323(j) of title 49, United States Code; (C) section 22905(a) of title 49, United States Code; (D) section 50101 of title 49, United States Code; and

(E) any other domestic content procurement preference

for an infrastructure project under the jurisdiction of the Secretary.

(2) SECRETARY.—The term "Secretary" means the Secretary of Transportation.

(b) TECHNICAL ASSISTANCE PARTNERSHIP.—Not later than 90 days after the date of the enactment of this Act, the Secretary shall enter into a technical assistance partnership with the Sec-retary of Commerce, acting through the Director of the National Institute of Standards and Technology—

titute of Standards and Technology— (1) to ensure the development of a domestic supply base to support intermodal transportation in the United States, such as intercity high speed rail transportation, public transportation systems, highway construction or reconstruction, airport improvement projects, and other infrastructure projects under the jurisdiction of the Secretary; (2) to ensure compliance with Buy America laws that apply to a preject that receives accidence from the Federal Victoria

to a project that receives assistance from the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration, the Federal Aviation Administra-tion, or another office or modal administration of the Secretary of Transportation;

(3) to encourage technologies developed with the support of and resources from the Secretary to be transitioned into commercial market and applications; and (4) to establish procedures for consultation under sub-

section (c).

(c) CONSULTATION.—Before granting a written waiver under a Buy America law, the Secretary shall consult with the Director

of the Hollings Manufacturing Extension Partnership regarding whether there is a domestic entity that could provide the iron, steel, manufactured product, or construction material that is the

subject of the proposed waiver. (d) ANNUAL REPORT.—Not later than 1 year after the date of enactment of this Act, and annually thereafter, the Secretary shall submit to the Committee on Commerce, Science, and Transportation, the Committee on Banking, Housing, and Urban Affairs, the Committee on Environment and Public Works, and the Com-mittee on Homeland Security and Governmental Affairs of the Senate and the Committee on Transportation and Infrastructure and the Committee on Transportation and Imrastructure and the Committee on Oversight and Reform of the House of Representatives a report that includes— (1) a detailed description of the consultation procedures developed under subsection (b)(4); (2) a detailed description of each waiver requested under a Buy Amoria law is the preceding user that user birds

a Buy America law in the preceding year that was subject to consultation under subsection (c), and the results of the consultation;

(3) a detailed description of each waiver granted under

(b) a detailed description of each waiver granted under a Buy America law in the preceding year, including the type of waiver and the reasoning for granting the waiver; and
(4) an update on challenges and gaps in the domestic supply base identified in carrying out subsection (b)(1), including a list of actions and policy changes the Secretary recommends be taken to address those challenges and gaps.

#### SEC. 70917. APPLICATION.

(a) IN GENERAL.—This part shall apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described in section 70914 does not already apply to iron, steel, manufactured products, and construction materials.

(b) SAVINGS PROVISION.—Nothing in this part affects a domestic content procurement preference for a Federal financial assistance program for infrastructure that is in effect and that meets the requirements of section 70914.

(c) LIMITATION WITH RESPECT TO AGGREGATES.-In this part-(1) the term "construction materials" shall not include cement and cementitious materials, aggregates such as stone,

sand, or gravel, or aggregate binding agents or additives; and (2) the standards developed under section 70915(b)(1) shall

not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives as inputs of the construction material.

#### PART II-MAKE IT IN AMERICA

#### SEC. 70921. REGULATIONS RELATING TO BUY AMERICAN ACT.

(a) IN GENERAL.—Not later than 1 year after the date of the enactment of this Act, the Director of the Office of Management and Budget ("Director"), acting through the Administrator for Fed-eral Procurement Policy and, in consultation with the Federal Acquisition Regulatory Council, shall promulgate final regulations or other policy or management guidance, as appropriate, to stand-ardize and simplify how Federal agencies comply with, report on,

and enforce the Buy American Act. The regulations or other policy or management guidance shall include, at a minimum, the following:

(1) Guidelines for Federal agencies to determine, for the purposes of applying sections 8302(a) and 8303(b)(3) of title 41, United States Code, the circumstances under which the acquisition of articles, materials, or supplies mined, produced, or manufactured in the United States is inconsistent with the public interest

(2) Guidelines to ensure Federal agencies base determina-(2) Guidelines to ensure rederin agencies base determinat-tions of non-availability on appropriate considerations, including anticipated project delays and lack of substitutable articles, materials, and supplies mined, produced, or manufac-tured in the United States, when making determinations of non-availability under section 8302(a)(1) of title 41, United States Code.

(3)(A) Uniform procedures for each Federal agency to make publicly available, in an easily identifiable location on the website of the agency, and within the following time periods, the following information:

(i) A written description of the circumstances in which the head of the agency may waive the requirements of the Buy American Act.

(ii) Each waiver made by the head of the agency within 30 days after making such waiver, including a justification with sufficient detail to explain the basis for the waiver.

(B) The procedures established under this paragraph shall (b) The proceedings established under this paragraph shar ensure that the head of an agency, in consultation with the head of the Made in America Office established under section 70923(a), may limit the publication of classified information, trade secrets, or other information that could damage the United States.

(4) Guidelines for Federal agencies to ensure that a project is not disaggregated for purposes of avoiding the applicability of the requirements under the Buy American Act.

(5) An increase to the price preferences for domestic end products and domestic construction materials.

(6) Amending the definitions of "domestic end product" and "domestic construction material" to ensure that iron and steel products are, to the greatest extent possible, made with domestic components.

(b) GUIDELINES RELATING TO WAIVERS .-(1) INCONSISTENCY WITH PUBLIC INTEREST.-

(A) IN GENERAL.-With respect to the guidelines developed under subsection (a)(1), the Administrator shall seek

to minimize waivers related to contract awards that-(i) result in a decrease in employment in the United States, including employment among entities that manufacture the articles, materials, or supplies;  $\mathbf{or}$ 

(ii) result in awarding a contract that would

decrease domestic employment. (B) COVERED EMPLOYMENT.—For purposes of subpara-graph (A), employment refers to positions directly involved in the manufacture of articles, materials, or supplies, and does not include positions related to management, research and development, or engineering and design.

(2) Assessment on use of dumped or subsidized foreign PRODUCTS.

(A) IN GENERAL.—To the extent otherwise permitted by law, before granting a waiver in the public interest to the guidelines developed under subsection (a)(1) with respect to a product sourced from a foreign country, a Federal agency shall assess whether a significant portion of the cost advantage of the product is the result of the use of dumped steel, iron, or manufactured goods or the use of injuriously subsidized steel, iron, or manufactured

goods. (B) CONSULTATION.—The Federal agency conducting the assessment under subparagraph (A) shall consult with the International Trade Administration in making the assessment if the agency considers such consultation to

be helpful. (C) USE OF FINDINGS.—The Federal agency conducting the assessment under subparagraph (A) shall integrate any findings from the assessment into its waiver determination.

(c) SENSE OF CONGRESS ON INCREASING DOMESTIC CONTENT REQUIREMENTS.—It is the sense of Congress that the Federal Acquisition Regulatory Council should amend the Federal Acquisition Regulation to increase the domestic content requirements for domestic end products and domestic content requirements for domestic end products and domestic construction material to 75 percent, or, in the event of no qualifying offers, 60 percent. (d) DEFINITION OF END PRODUCT MANUFACTURED IN THE UNITED STATES.—Not later than 1 year after the date of the enact-

ment of this Act, the Federal Acquisition Regulatory Council shall amend part 25 of the Federal Acquisition Regulation to provide a definition for "end product manufactured in the United States," including guidelines to ensure that manufacturing processes involved in production of the end product occur domestically.

#### SEC. 70922. AMENDMENTS RELATING TO BUY AMERICAN ACT.

 (a) SPECIAL RULES RELATING TO BUY AMERICAN ACT.
 (a) SPECIAL RULES RELATING TO AMERICAN ACT.
 (b) SPECIAL RULES.—Section 8302 of title 41, United States
 (c) SPECIAL RULES.—The following rules apply in carrying
 (c) SPECIAL RULES.—The following rules apply in the united States only if all manufacturing processes involved in the production of such iron and steel, from the initial melting stage through the application of coatings, occurs in the United States. in the United States.

"(2) LIMITATION ON EXCEPTION FOR COMMERCIALLY AVAIL-ABLE OFF-THE-SHELF ITEMS.—Notwithstanding any law or regu-lation to the contrary, including section 1907 of this title and the Federal Acquisition Regulation, the requirements of this section apply to all iron and steel articles, materials, and sup-

plies.". (b) PRODUCTION OF IRON AND STEEL FOR PURPOSES OF CON-TRACTS FOR PUBLIC WORKS .- Section 8303 of title 41, United States Code, is amended-

(1) by redesignating subsection (c) as subsection (d); and

(2) by inserting after subsection (b) the following new subsection:

"(c) SPECIAL RULES.—

"(1) PRODUCTION OF IRON AND STEEL.—For purposes of this section, manufactured articles, materials, and supplies of iron and steel are deemed manufactured in the United States only if all manufacturing processes involved in the production of such iron and steel, from the initial melting stage through the application of coatings, occurs in the United States.

"(2) LIMITATION ON EXCEPTION FOR COMMERCIALLY AVAIL-ABLE OFF-THE-SHELF ITEMS.—Notwithstanding any law or regu-lation to the contrary, including section 1907 of this title and the Federal Acquisition Regulation, the requirements of this section apply to all iron and steel articles, materials, and supplies used in contracts described in subsection (a).'

(c) ANNUAL REPORT.—Subsection (b) of section 8302 of title 41, United States Code, is amended to read as follows:

"(b) REPORTS.-

"(1) IN GENERAL.-Not later than 180 days after the end of the fiscal year during which the Build America, Buy America Act is enacted, and annually thereafter for 4 years, the Director of the Office of Management and Budget, in consultation with the Administrator of General Services, shall submit to the Committee on Homeland Security and Governmental Affairs of the Senate and the Committee on Oversight and Reform of the House of Representatives a report on the total amount of acquisitions made by Federal agencies in the relevant fiscal year of articles, materials, or supplies acquired from entities that mine, produce, or manufacture the articles, materials, or supplies outside the United States.

(2) EXCEPTION FOR INTELLIGENCE COMMUNITY.—This subsection does not apply to acquisitions made by an agency, or component of an agency, that is an element of the intelligence community as specified in, or designated under, section 3 of the National Security Act of 1947 (50 U.S.C. 3003).". (d) DEFINITION.—Section 8301 of title 41, United States Code,

is amended by adding at the end the following new paragraph:

"(3) FEDERAL AGENCY.-The term 'Federal agency' has the meaning given the term 'executive agency' in section 133 of this title

(e) CONFORMING AMENDMENTS.—Title 41, United States Code, is amended-

(1) in section 8302(a)-

(A) in paragraph (1)-

 (A) in paragraph (1)—

 (i) by striking "department or independent establishment" and inserting "Federal agency"; and
 (ii) by striking "their acquisition to be inconsistent with the public interest or their cost to be unreasonable" and inserting "their acquisition to be inconsistent

 with the public interest, their cost to be unreasonable, or that the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality"; and

(B) in paragraph (2), by amending subparagraph (B) to read as follows:

"(B) to any articles, materials, or supplies procured pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304 of this title), or a trade agreement or least developed country designation described in subpart 25.400 of the Federal Acquisition Regulation; and"; and

(2) in section 8303-

(A) in subsection (b)-

(i) by striking "department or independent establishment" each place it appears and inserting "Federal agency";

(ii) by amending subparagraph (B) of paragraph (1) to read as follows:

"(B) to any articles, materials, or supplies procured pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304), or a trade agreement or least developed country designation described in subpart 25.400 of the Federal Acquisition Regulation; and"; and

(iii) in paragraph (3)— (I) in the heading, by striking "INCONSISTENT WITH PUBLIC INTEREST" and inserting "WAIVER AUTHORITY"; and (II) by striking "their purchase to be incon-

sistent with the public interest or their cost to be unreasonable" and inserting "their acquisition to be inconsistent with the public interest, their cost to be unreasonable, or that the articles, mate-rials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality"; and
(B) in subsection (d), as redesignated by subsection (b)(1) of this section, by striking "department, bureau, agency, or independent establishment" each place it appears and inserting "Federal agency".
(f) EXCLUSION FROM INFLATION ADJUSTMENT OF ACQUISITION-ATTED DULAR THERESON (b) of section

RELATED DOLLAR THRESHOLDS.—Subparagraph (A) of section 1908(b)(2) of title 41, United States Code, is amended by striking "chapter 67" and inserting "chapters 67 and 83".

#### SEC. 70923. MADE IN AMERICA OFFICE.

(a) ESTABLISHMENT.—The Director of the Office of Management and Budget shall establish within the Office of Management and Budget an office to be known as the "Made in America Office". The head of the office shall be appointed by the Director of the Office of Management and Budget (in this section referred to as the "Made in America Director").

(b) DUTIES .- The Made in America Director shall have the following duties:

(1) Maximize and enforce compliance with domestic preference statutes.

(2) Develop and implement procedures to review waiver requests or inapplicability requests related to domestic preference statutes.

(3) Prepare the reports required under subsections (c) and (e).

(4) Ensure that Federal contracting personnel, financial assistance personnel, and non-Federal recipients are regularly trained on obligations under the Buy American Act and other agency-specific domestic preference statutes.

(5) Conduct the review of reciprocal defense agreements required under subsection (d).

(6) Ensure that Federal agencies, Federal financial assistance recipients, and the Hollings Manufacturing Extension Partnership partner with each other to promote compliance with domestic preference statutes.
 (7) Support executive branch efforts to develop and sustain

(7) Support executive branch efforts to develop and sustain a domestic supply base to meet Federal procurement requirements.

(c) OFFICE OF MANAGEMENT AND BUDGET REPORT.—Not later than 1 year after the date of the enactment of this Act, the Director of the Office of Management and Budget, working through the Made in America Director, shall report to the relevant congressional committees on the extent to which, in each of the three fiscal years prior to the date of enactment of this Act, articles, materials, or supplies acquired by the Federal Government were mined, produced, or manufactured outside the United States. Such report shall include for each Federal agency the following:

(1) A summary of total procurement funds expended on articles, materials, and supplies mined, produced, or manufactured—

(A) inside the United States;

(B) outside the United States; and

(C) outside the United States—

(i) under each category of waiver under the Buy American Act;

(ii) under each category of exception under such chapter; and

(iii) for each country that mined, produced, or manufactured such articles, materials, and supplies. ) For each fiscal year covered by the report—

(2) For each fiscal year covered by the report—

(A) the dollar value of any articles, materials, or supplies that were mined, produced, or manufactured outside the United States, in the aggregate and by country;
(B) an itemized list of all waivers made under the Buy American Act with respect to articles, materials, or

(B) an itemized list of all waivers made under the Buy American Act with respect to articles, materials, or supplies, where available, and the country where such articles, materials, or supplies were mined, produced, or manufactured;

(C) if any articles, materials, or supplies were acquired from entities that mine, produce, or manufacture such articles, materials, or supplies outside the United States due to an exception (that is not the micro-purchase threshold exception described under section 8302(a)(2)(C) of title 41, United States Code), the specific exception that was used to purchase such articles, materials, or supplies; and

(D) if any articles, materials, or supplies were acquired from entities that mine, produce, or manufacture such articles, materials, or supplies outside the United States pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304 of title 41, United States Code), or a trade agreement or least developed country designation described in subpart 25,400 of the Federal Acquisition Regulation, a citation to such memorandum of understanding, trade agreement, or designation.

(3) A description of the methods used by each Federal agency to calculate the percentage domestic content of articles, materials, and supplies mined, produced, or manufactured in the United States.

(d) REVIEW OF RECIPROCAL DEFENSE AGREEMENTS.

(1) REVIEW OF PROCESS.—Not later than 180 days after the date of the enactment of this Act, the Made in America Director shall review the Department of Defense's use of reciprocal defense agreements to determine if domestic entities have equal and proportional access and report the findings of the review to the Director of the Office of Management and Budget, the Secretary of Defense, and the Secretary of State. (2) REVIEW OF RECIPROCAL PROCUREMENT MEMORANDA OF

UNDERSTANDING .- The Made in America Director shall review reciprocal procurement memoranda of understanding entered into after the date of the enactment of this Act between the Department of Defense and its counterparts in foreign govern-ments to assess whether domestic entities will have equal and proportional access under the memoranda of understanding and report the findings of the review to the Director of the Office of Management and Budget, the Secretary of Defense,

and the Secretary of State. (e) REPORT ON USE OF MADE IN AMERICA LAWS.—The Made in America Director shall submit to the relevant congressional made in America Laws received by the Made in America Director pursuant to section 11 of Executive Order 14005, dated January 25, 2021 (relating to ensuring the future is made in all of America by all of America's workers) not later than 90 days after the date of the enactment of this Act or receipt of the reports required under section 11 of such Executive Order, whichever is later.

(f) DOMESTIC PREFERENCE STATUTE DEFINED.-In this section, the term "domestic preference statute" means any of the following: (1) the Buy American Act; (2) a Buy America law (as that term is defined in section

70916(a));

(3) the Berry Amendment;

(4) section 604 of the American Recovery and Reinvestment Act of 2009 (6 U.S.C. 453b) (commonly referred to as the "Kissell amendment");

(5) section 2533b of title 10 (commonly referred to as the

(6) laws requiring domestic preference for maritime transport, including the Merchant Marine Act, 1920 (Public Law 66–261), commonly known as the "Jones Act"; and

(7) any other law, regulation, rule, or executive order relating to Federal financial assistance awards or Federal

procurement, that requires, or provides a preference for, the purchase or acquisition of goods, products, or materials pro-duced in the United States, including iron, steel, construction material, and manufactured goods offered in the United States.

#### SEC. 70924. HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP ACTIVITIES.

(a) USE OF HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP to REFER New BUSINESSES TO CONTRACTING OPPORTUNITIES.—The head of each Federal agency shall work with the Director of the Hollings Manufacturing Extension Partnership, as necessary, to ensure businesses participating in this Partnership are aware of their contracting opportunities. (b) AUTOMATIC ENROLLMENT IN GSA ADVANTAGE!.—The Administrator of the General Services Administration and the Sec-

retary of Commerce, acting through the Under Secretary of Com-merce for Standards and Technology, shall jointly ensure that each business that participates in the Hollings Manufacturing Extension Partnership is automatically enrolled in General Services Administration Advantage!.

#### SEC. 70925. UNITED STATES OBLIGATIONS UNDER INTERNATIONAL AGREEMENTS.

This part, and the amendments made by this part, shall be applied in a manner consistent with United States obligations under international agreements.

#### SEC. 70926. DEFINITIONS.

In this part:

(1) BERRY AMENDMENT.—The term "Berry Amendment" means section 2533a of title 10, United States Code.
(2) BUY AMERICAN ACT.—The term "Buy American Act" means chapter 83 of title 41, United States Code.

(3) FEDERAL AGENCY.—The term "Federal agency" has the meaning given the term "executive agency" in section 133 of title 41, United States Code.

(4) RELEVANT CONGRESSIONAL COMMITTEES.—The term "rel-

(4) INELEVANT CONCRESSIONAL COMMITTEES. The term reference of the committees and the committees and the committee on Homeland Security and Governmental Affairs, the Committee on Commerce, Science, and Transportation, the Committee on Environment and Public Works, the Committee on Banking, Housing, and Urban Affairs, and the Committee on Armed Services of the Senate; and

(B) the Committee on Oversight and Reform, the Committee on Armed Services, and the Committee on Transpor-

tation and Infrastructure of the House of Representatives. (5) WAIVER.—The term "waiver", with respect to the acquisition of an article, material, or supply for public use, means the inapplicability of chapter 83 of title 41, United States Code, to the acquisition by reason of any of the following

determinations under section 8302(a)(1) or 8303(b) of such title: (A) A determination by the head of the Federal agency concerned that the acquisition is inconsistent with the public interest.

(B) A determination by the head of the Federal agency concerned that the cost of the acquisition is unreasonable.

(C) A determination by the head of the Federal agency concerned that the article, material, or supply is not mined, produced, or manufactured in the United States in suffi-cient and reasonably available commercial quantities of a satisfactory quality.

#### SEC. 70927. PROSPECTIVE AMENDMENTS TO INTERNAL CROSS-REF-ERENCES.

(a) Specialty Metals Clause Reference.—Section 70923(f)(5) (a) BERRY AMENDMENT REFERENCE.—Section 70926(1) is amended by striking "section 2533b" and inserting "section 4863".
 (b) BERRY AMENDMENT REFERENCE.—Section 70926(1) is amended by striking "section 2533a" and inserting "section 4862".
 (c) EFFECTIVE DATE.—The amendments made by this section

shall take effect on January 1, 2022.

## Subtitle B—BuyAmerican.gov

SEC. 70931. SHORT TITLE.

This subtitle may be cited as the "BuyAmerican.gov Act of 2021".

SEC. 70932. DEFINITIONS.

In this subtitle:

(1) BUY AMERICAN LAW.—The term "Buy American law" means any law, regulation, Executive order, or rule relating to Federal contracts, grants, or financial assistance that requires or provides a preference for the purchase or use of goods, products, or materials mined, produced, or manufactured in the United States, including-

he United States, including—

(A) chapter 83 of title 41, United States Code (commonly referred to as the "Buy American Act");
(B) section 5323(j) of title 49, United States Code;
(C) section 313 of title 23, United States Code;
(D) section 20101 of title 49, United States Code;
(E) section 24405 of title 49, United States Code;
(E) section 260 of the Endered Water Belleting Control

(F) section 608 of the Federal Water Pollution Control Act (33 U.S.C. 1388);

(G) section 1452(a)(4) of the Safe Drinking Water Act

(G) section 1452(a)(4) of the Safe Drinking Water Act
(42 U.S.C. 300j-12(a)(4));
(H) section 5035 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 3914);
(I) section 2533a of title 10, United States Code (commonly referred to as the "Berry Amendment"); and
(J) section 2533b of title 10, United States Code.
(2) EXECUTIVE AGENCY.—The term "executive agency" has the meaning given the term "agency" in paragraph (1) of section 3502 of title 44, United States Code, except that it does not include an independent regulatory agency, as that term is (a) BUY AMERICAN WAIVER.—The term "Buy American waiver" refers to an exception to or waiver of any Buy American

law, or the terms and conditions used by an agency in granting an exception to or waiver from Buy American laws.

SEC. 70933. SENSE OF CONGRESS ON BUYING AMERICAN.

It is the sense of Congress that-

(1) every executive agency should maximize, through terms and conditions of Federal financial assistance awards and Federal procurements, the use of goods, products, and materials produced in the United States and contracts for outsourced government service contracts to be performed by United States nationals:

(2) every executive agency should scrupulously monitor, enforce, and comply with Buy American laws, to the extent they apply, and minimize the use of waivers; and (3) every executive agency should use available data to

routinely audit its compliance with Buy American laws

#### SEC. 70934. ASSESSMENT OF IMPACT OF FREE TRADE AGREEMENTS.

Not later than 150 days after the date of the enactment of this Act, the Secretary of Commerce, the United States Trade Representative, and the Director of the Office of Management and Budget shall assess the impacts in a publicly available report of all United States free trade agreements, the World Trade Organiza-tion Agreement on Government Procurement, and Federal permitting processes on the operation of Buy American laws, including their impacts on the implementation of domestic procurement preferences.

#### SEC. 70935. JUDICIOUS USE OF WAIVERS.

(a) IN GENERAL.-To the extent permitted by law, a Buy American waiver that is determined by an agency head or other relevant official to be in the public interest shall be construed to ensure the maximum utilization of goods, products, and materials produced in the United States.

(b) PUBLIC INTEREST WAIVER DETERMINATIONS.—To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award or Federal procurement under consideration.

#### SEC. 70936. ESTABLISHMENT OF BUYAMERICAN.GOV WEBSITE.

(a) IN GENERAL.-Not later than one year after the date of the enactment of this Act, the Administrator of General Services shall establish an Internet website with the address BuyAmerican.gov that will be publicly available and free to access. The website shall include information on all waivers of and exceptions to Buy American laws since the date of the enactment of this Act that have been requested, are under consideration, or have been granted by executive agencies and be designed to enable manufacturers and other interested parties to easily identify waivers. The website shall also include the results of routine audits to determine data errors and Buy American law violations after the award of a contract. The website shall provide publicly available contact information for the relevant contracting agencies. (b) UTILIZATION OF EXISTING WEBSITE.—The requirements of

subsection (a) may be met by utilizing an existing website, provided that the address of that website is BuyAmerican.gov.

#### SEC. 70937. WAIVER TRANSPARENCY AND STREAMLINING FOR CON-TRACTS.

(a) COLLECTION OF INFORMATION .- The Administrator of General Services, in consultation with the heads of relevant agencies, shall develop a mechanism to collect information on requests to

invoke a Buy American waiver for a Federal contract, utilizing existing reporting requirements whenever possible, for purposes of providing early notice of possible waivers via the website established under section 70936.

(b) WAIVER TRANSPARENCY AND STREAMLINING.-

(b) WAIVER TRANSPARENCY AND STREAMINING.— (1) REQUIREMENT.—Prior to granting a request to waive a Buy American law, the head of an executive agency shall submit a request to invoke a Buy American waiver to the Administrator of General Services, and the Administrator of General Services shall make the request available on or through the multice multicated this head on the request available on or through the public website established under section 70936 for public

comment for not less than 15 days. (2) EXCEPTION.—The requirement under paragraph (1) does not apply to a request for a Buy American waiver to satisfy an urgent contracting need in an unforeseen and exigent circumstance.

(c) INFORMATION AVAILABLE TO THE EXECUTIVE AGENCY CON-CERNING THE REQUEST

(1) REQUIREMENT.—No Buy American waiver for purposes of awarding a contract may be granted if, in contravention of subsection (b)-

(A) information about the waiver was not made available on the website under section 70936; or

(B) no opportunity for public comment concerning the

request was granted. (2) SCOPE.—Information made available to the public con-cerning the request included on the website described in section 70936 shall properly and adequately document and justify the statutory basis cited for the requested waiver. Such information shall include-

(A) a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States;

(B) for requests citing unreasonable cost as the statutory basis of the waiver, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreignorigin products or services, pursuant to the requirements of the applicable Buy American law, except that publicly available cost comparison data may be provided in lieu of proprietary pricing information;

(C) for requests citing the public interest as the statu-tory basis for the waiver, a detailed written statement, which shall include all appropriate factors, such as poten-tial obligations under international agreements, justifying

why the requested waiver is in the public interest; and (D) a certification that the procurement official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary

(d) NONAVAILABILITY WAIVERS.— (1) IN GENERAL.—Except as provided under paragraph (2), for a request citing nonavailability as the statutory basis for a Buy American waiver, an executive agency shall provide an explanation of the procurement official's efforts to procure

a product from a domestic source and the reasons why a domestic product was not available from a domestic source. Those explanations shall be made available explanations shall be made available BuyAmerican.gov prior to the issuance of the waiver, and the agency shall consider public comments regarding the avail-ability of the product before making a final determination.

(2) EXCEPTION.—An explanation under paragraph (1) is not required for a product the nonavailability of which is estab-lished by law or regulation.

#### SEC. 70938. COMPTROLLER GENERAL REPORT.

Not later than two years after the date of the enactment of this Act, the Comptroller General of the United States shall submit to Congress a report describing the implementation of this subtitle, including recommendations for any legislation to improve the collection and reporting of information regarding waivers of and exceptions to Buy American laws.

#### SEC. 70939. BULES OF CONSTRUCTION.

(a) DISCLOSURE REQUIREMENTS.—Nothing in this subtitle shall be construed as preempting, superseding, or otherwise affecting the application of any disclosure requirement or requirements other-

 (b) ESTABLISHMENT OF SUCCESSOR INFORMATION SYSTEMS.—
 Nothing in this subtitle shall be construed as preventing or otherwise limiting the ability of the Administrator of General Services to move the data required to be included on the website established under subsection (a) to a successor information system. Any such information system shall include a reference to BuyAmerican.gov.

#### SEC. 70940. CONSISTENCY WITH INTERNATIONAL AGREEMENTS.

This subtitle shall be applied in a manner consistent with United States obligations under international agreements.

#### SEC. 70941. PROSPECTIVE AMENDMENTS TO INTERNAL CROSS-REF-ERENCES.

(a) IN GENERAL.-Section 70932(1) is amended-

(1) in subparagraph (I), by striking "section 2533a" and inserting "section 4862"; and
(2) in subparagraph (J), by striking "section 2533b" and inserting "section 4863".
(b) EFFECTIVE DATE.—The amendments made by subsection

(a) shall take effect on January 1, 2022.

## Subtitle C—Make PPE in America

#### SEC. 70951. SHORT TITLE.

This subtitle may be cited as the "Make PPE in America Act".

#### SEC. 70952. FINDINGS.

Congress makes the following findings: (1) The COVID-19 pandemic has exposed the vulnerability of the United States supply chains for, and lack of domestic production of, personal protective equipment (PPE).

(2) The United States requires a robust, secure, and wholly domestic PPE supply chain to safeguard public health and national security.

(3) Issuing a strategy that provides the government's anticipated needs over the next three years will enable suppliers to assess what changes, if any, are needed in their manufacturing capacity to meet expected demands.
(4) In order to foster a domestic PPE supply chain, United States industry needs a strong and consistent demand signal from the Federal Government providing the necessary certainty to average mediation and avectoring the strong transformed production comparing the strong the strong strong the strong strong transformed are strong and consistent demand signal from the Federal Government providing the necessary certainty is a strong and consistent demand strong strong transformed are strong and consistent demand strong strong transformed are strong as the strong st

to expand production capacity investment in the United States.

(5) In order to effectively incentivize investment in the United States and the re-shoring of manufacturing, long-term contracts must be no shorter than three years in duration.
 (6) To accomplish this aim, the United States should seek

to ensure compliance with its international obligations, such as its commitments under the World Trade Organization's Agreement on Government Procurement and its free trade agreements, including by invoking any relevant exceptions to those agreements, especially those related to national security and public health.

(7) The United States needs a long-term investment strategy for the domestic production of PPE items critical to the United States national response to a public health crisis, including the COVID-19 pandemic.

#### SEC. 70953. REQUIREMENT OF LONG-TERM CONTRACTS FOR DOMESTI-CALLY MANUFACTURED PERSONAL PROTECTIVE EQUIP-MENT.

(a) DEFINITIONS.—In this section:
 (1) APPROPRIATE CONGRESSIONAL COMMITTEES.—The term
 "appropriate congressional committees" means—

(A) the Committee on Homeland Security and Govern-(a) the committee on Homeland Security and Govern-mental Affairs, the Committee on Health, Education, Labor, and Pensions, the Committee on Finance, and the Committee on Veterans' Affairs of the Senate; and (B) the Committee on Homeland Security, the Com-

mittee on Oversight and Reform, the Committee on Energy and Commerce, the Committee on Ways and Means, and the Committee on Veterans' Affairs of the House of Representatives.

(2) COVERED SECRETARY.—The term "covered Secretary" means the Secretary of Homeland Security, the Secretary of Health and Human Services, and the Secretary of Veterans Affairs

Affairs. (3) PERSONAL PROTECTIVE EQUIPMENT.—The term "personal protective equipment" means surgical masks, respirator masks and powered air purifying respirators and required filters, face shields and protective eyewear, gloves, disposable and reusable surgical and isolation gowns, head and foot coverings, and other gear or clothing used to protect an individual from the transmission of disease transmission of disease.

(4) UNITED STATES.—The term "United States" means the 50 States, the District of Columbia, and the possessions of the United States.

(b) CONTRACT REQUIREMENTS FOR DOMESTIC PRODUCTION.-Beginning 90 days after the date of the enactment of this Act,

in order to ensure the sustainment and expansion of personal protective equipment manufacturing in the United States and meet the needs of the current pandemic response, any contract for the (1) be issued for a duration of at least 2 years, plus all

option periods necessary, to incentivize investment in the production of personal protective equipment and the materials and components thereof in the United States; and

(2) be for personal protective equipment, including the materials and components thereof, that is grown, reprocessed, reused, or produced in the United States. (c) ALTERNATIVES TO DOMESTIC PRODUCTION.—The requirement

under subsection (b) shall not apply to an item of personal protective equipment, or component or material thereof if, after maximizing to the extent feasible sources consistent with subsection (b), the covered Secretary-

(1) maximizes sources for personal protective equipment that is assembled outside the United States containing only materials and components that are grown, reprocessed, reused, or produced in the United States; and

(2) certifies every 120 days that it is necessary to procure personal protective equipment under alternative procedures to respond to the immediate needs of a public health emergency. (d) AVAILABILITY EXCEPTION.— (1) IN GENERAL.—Subsections (b) and (c) shall not apply

to an item of personal protective equipment, or component or material thereof—

(A) that is, or that includes, a material listed in section 25.104 of the Federal Acquisition Regulation as one for which a non-availability determination has been made; or

(B) as to which the covered Secretary determination has been made, or B) as to which the covered Secretary determines that a sufficient quantity of a satisfactory quality that is grown, reprocessed, reused, or produced in the United States cannot be procured as, and when, needed at United States market prices.

(2) CERTIFICATION REQUIREMENT.—The covered Secretary shall certify every 120 days that the exception under paragraph (1) is necessary to meet the immediate needs of a public health emergency.

(e) REPORT.-

(1) IN GENERAL.—Not later than 180 days after the date of the enactment of this Act, the Director of the Office of Management and Budget, in consultation with the covered Sec-retaries, shall submit to the chairs and ranking members of the appropriate congressional committees a report on the procurement of personal protective equipment.

 (2) ELEMENTS.—The report required under paragraph (1) shall include the following elements:

 (A) The United States long-term domestic procurement strategy for PPE produced in the United States, including

 strategies to incentivize investment in and maintain United States supply chains for all PPE sufficient to meet the needs of the United States during a public health emergency.

(B) An estimate of long-term demand quantities for all PPE items procured by the United States.

(C) Recommendations for congressional action required to implement the United States Government's procurement strategy. (D) A determination whether all notifications, amend-

ments, and other necessary actions have been completed to bring the United States existing international obligations into conformity with the statutory requirements of this subtitle.

(f) AUTHORIZATION OF TRANSFER OF EQUIPMENT.-

(1) IN GENERAL.—A covered Secretary may transfer to the Strategic National Stockpile established under section 319F-2 of the Public Health Service Act (42 U.S.C. 247d-6b) any excess personal protective equipment acquired under a contract executed pursuant to subsection (b). (2) TRANSFER OF EQUIPMENT DURING A PUBLIC HEALTH

EMERGENCY.

(A) AMENDMENT.—Title V of the Homeland Security Act of 2002 (6 U.S.C. 311 et seq.) is amended by adding at the end the following:

#### "SEC. 529. TRANSFER OF EQUIPMENT DURING A PUBLIC HEALTH EMERGENCY.

 $``(a)\ AUTHORIZATION\ OF\ TRANSFER\ OF\ EQUIPMENT.—During a public health emergency declared by the Secretary of Health and$ Human Services under section 319(a) of the Public Health And Human Services under section 319(a) of the Public Health Service Act (42 U.S.C. 247d(a)), the Secretary, at the request of the Sec-retary of Health and Human Services, may transfer to the Depart-ment of Health and Human Services, on a reimbursable basis, excess personal protective equipment or medically necessary equip-ment in the possession of the Department. "(b) DETERMINATION BY SECRETARIES.—

"(1) IN GENERAL.—In carrying out this section— "(A) before requesting a transfer under subsection (a), (A) before requesting a transfer under subsection (a), the Secretary of Health and Human Services shall deter-mine whether the personal protective equipment or medi-cally necessary equipment is otherwise available; and "(B) before initiating a transfer under subsection (a),

the Secretary, in consultation with the heads of each component within the Department, shall-

"(i) determine whether the personal protective equipment or medically necessary equipment requested to be transferred under subsection (a) is excess equipment; and

"(ii) certify that the transfer of the personal protective equipment or medically necessary equipment will not adversely impact the health or safety of officers, employees, or contractors of the Department.

"(2) NOTIFICATION.—The Secretary of Health and Human Services and the Secretary shall each submit to Congress a notification explaining the determination made under subparagraphs (A) and (B), respectively, of paragraph (1).

protective equipment and medically necessary equipment in the possession of the Department; and

"(ii) make the inventory required under clause (i) available, on a continual basis, to— "(I) the Secretary of Health and Human Serv-

ices; and

"(II) the Committee on Appropriations and the Committee on Homeland Security and Govern-mental Affairs of the Senate and the Committee on Appropriations and the Committee on Home-land Security of the House of Representatives.

(B) FORM.—Each inventory required to be made avail-able under subparagraph (A) shall be submitted in unclassi-fied form, but may include a classified annex.". (B) TABLE OF CONTENTS AMENDMENT.—The table of contents in section 1(b) of the Homeland Security Act of 2002 (Public Law 107–296; 116 Stat. 2135) is amended by inserting after the item relating to section 528 the following: following:

"Sec. 529. Transfer of equipment during a public health emergency.".

(3) STRATEGIC NATIONAL STOCKPILE.—Section 319F-2(a) of the Public Health Service Act (42 U.S.C. 247d-6b(a)) is amended by adding at the end the following: "(6) TRANSFERS OF ITEMS.—The Secretary, in coordination

(b) TRANSFERS OF THEMS.—The Secretary, in coordinaton with the Secretary of Homeland Security, may sell drugs, vac-cines and other biological products, medical devices, or other supplies maintained in the stockpile under paragraph (1) to a Federal agency or private, nonprofit, State, local, tribal, or territorial entity for immediate use and distribution, provided that one work items being acid are that any such items being sold are-

that any such items being sold are—
 "(A) within 1 year of their expiration date; or
 "(B) determined by the Secretary to no longer be
 needed in the stockpile due to advances in medical or
 technical capabilities.".
(g) COMPLIANCE WITH INTERNATIONAL AGREEMENTS.—The
President or the President's designee shall take all necessary steps,
including invoking the rights of the United States under Article
III of the World Trade Organization's Agreement on Government
Procurement and the relevant exceptions of other relevant agreements to which the United States is a party, to ensure that the
international obligations of the United States are consistent with
the provisions of this subtitle. the provisions of this subtitle.

#### TITLE X—ASSET CONCESSIONS

SEC. 71001. ASSET CONCESSIONS.

(a) ESTABLISHMENT OF PROGRAM.-

(1) IN GENERAL—Chapter 6 of title 23, United States Code, is amended by adding at the end the following:

#### "§611. Asset concessions and innovative finance assistance "(a) DEFINITIONS.—In this section:

"(1) APPROVED INFRASTRUCTURE ASSET.—The term (1) AFROVED infrastructure asset means—
 "(A) a project (as defined in section 601(a)); and
 "(B) a group of projects (as defined in section 601(a))

considered together in a single asset concession or longterm lease to a concessionaire by 1 or more eligible entities.

# **Attachment 3**

# 1.0 CONTRACT

THIS CONTRACT, made and entered into this <u>20</u> day of <u>April</u>, 20<u>22</u>, by and between <u>Innovative Construction Solutions</u>, 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 <u>RP-1 Disinfection</u> <u>Improvements Project No. EN11039</u>, 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 the Bidding and Contract Requirements, Section C Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price <u>Eight Million Five Hundred Seventy-Five Thousand</u> Dollars

and <u>Zero</u> Cents.

If this is not a lump sum bid and the Contract Price is dependent upon the quantities constructed, IEUA will pay and said CONTRACTOR shall receive, in full compensation for the Work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

- 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 <u>five hundred fifty (550)</u> calendar days after award of the Contract. 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 General Conditions, Section C – Changes to the Contract 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.
- 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, Engineer, 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 fullest 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<sup>\*</sup>, 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. CONTRACTOR

Ву \_\_\_

By \_\_\_\_\_

General Manager

Title

\* A Municipal Water District

# consent calendar item 1J



Date: April 20, 2022

| ······································                                          | · · · · · · · · · · · · · · · · · · · |              |  |  |  |
|---------------------------------------------------------------------------------|---------------------------------------|--------------|--|--|--|
| To: The Honorable Board of Directors                                            | From: Shivaji Deshmukh, Gen           | eral Manager |  |  |  |
| Committee: Engineering, Operations & Water                                      | Resources                             | 04/13/22     |  |  |  |
| Finance & Administration                                                        |                                       | 04/13/22     |  |  |  |
| Executive Contact: Christiana Daisy, Deputy General Manager                     |                                       |              |  |  |  |
| Service ADD 5 Service International Francisco Francisco Construct Annual Annual |                                       |              |  |  |  |

SSD

Subject: RP-5 Solids Handling Facility Future Uses Consultant Contract Amendment

# **Executive Summary:**

The Regional Water Recycling Plant No. 5 (RP-5) Solids Handling Facility (SHF) was operated by the Inland Empire Utilities Agency (IEUA) from 2001 to 2009 for recycling dairy manure and generating biogas. In 2010, IEUA entered into a Lease Agreement with Environ Strategy Consultants (later transferred to Inland BioEnergy), which utilized the facility for digestion of primarily food wastes with minor dairy manure for biogas/power generation. This Lease Agreement expired in April 2019, and the SHF has been idle since then. However, multiple private ventures expressed interest in utilizing the SHF for organic processing and other means. In July 2020, IEUA retained GHD to develop a Business Case Evaluation for future use of the SHF. GHD developed nine alternatives which focused on either organics processing facilities or logistics hubs. Findings were presented to the Board in June 2021. Currently, IEUA is preparing a Request for Proposals (RFP) from private ventures for potential utilization of the SHF. To cover the cost of the RFP work and maintain continuity and cost-effectiveness, IEUA requested a contract amendment proposal from GHD, which came in the amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase). The scope includes RFP preparation, meetings, and proposal evaluation. Staff also requests a budget transfer from EN17043 to EN20034 in the amount of \$300,000 to cover GHD's contract amendment and staff costs.

# **Staff's Recommendation:**

1. Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future Uses RFP, Project No. EN20034.03, to GHD Inc. for a not-to-exceed amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase);

2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the RO/10800 Fund; and 3. Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 300,000

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehab EN20034/RP-5 Solid Handling Facility Future Uses Project

# Fiscal Impact (explain if not budgeted):

If approved, the total project and FY 2021/22 budget in the amount of \$300,000 will transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034 (O&M), in the Regional Operations and Maintenance (10800/RO) Fund.

Full account coding (internal AP purposes only): 1000 - 127154 - 10800 - 590000 Project No.: EN17043/EN20034 1000 - 127100 - 10800 - 501000

# **Prior Board Action:**

In December 2021, staff updated the Board of Directors on the progress of the RFP. In July 2021, the Board of Directors acknowledged the Business Case Evaluation conclusion that the preferred alternative at that time, was idle assets and land, use the SHF site for the RP-5 Expansion Project and continue to reach out to interested parties.

On July 15, 2020, the Board of Directors approved a consultant contract award to GHD Inc. in the amount of \$148,865.

# **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 will be implemented it will be subject to future environmental evaluation.

## **Business Goal:**

The RP-5 Solids Handling Facility Future Uses Evaluation Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

### Attachments:

Attachment 1 - PowerPoint Attachment 2 - Amendment

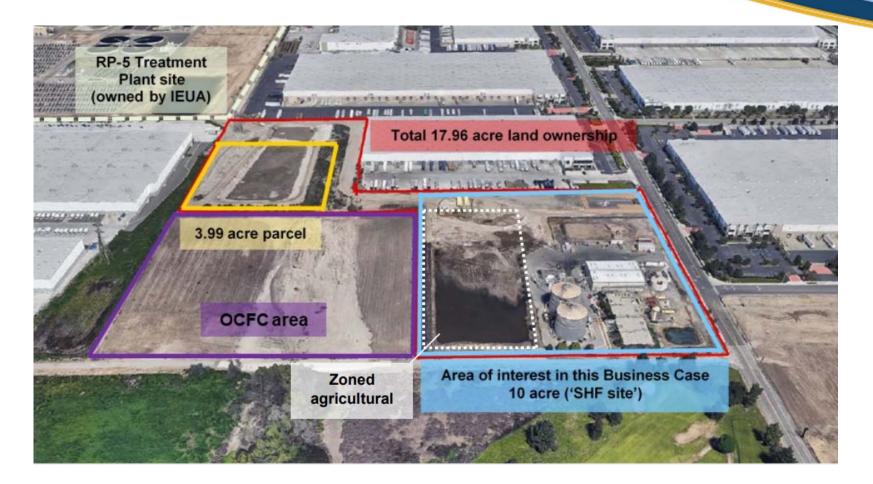
# **Attachment 1**

Inland Empire Utilities Agency

# RP-5 Solids Handling Facility Future Uses Consultant Contract Amendment Project No. EN20034.03

Jamal Zughbi, P.E. Senior Engineer April 2022

# **Project Location and Site Layout**



# **Project Background**

- RP-5 Solids Handling Facility (SHF) idle since April 2019
- Partially utilized for the RP-5 Expansion Contractor Laydown and Parking
- GHD Inc. completed SHF Future Uses Evaluation report in October 2021
- Need to prepare a Request for Proposals (RFP) for private ventures engagement and site utilization
- Potential land use, half site or full site
  - 20-year lease or 50-year lease
  - -Organics Processing
  - -Logistics Hub





Solids Handling Facility Overview

# **RFP Scope of Work**

- For continuity, amend GHD's contract
- Most cost effective approach
- Consultant Scope:
  - -Evaluate third-party firms' interest
  - -Collaboration and strategic framing workshop
  - -RFP document development
  - -Support with permitting and external stakeholder discussion
  - -Receive and evaluate proposals







Solids Handling Facility Partial Views

# **Project Budget and Schedule**

| Agency | Inland Empire Utiliti | 0 |  |
|--------|-----------------------|---|--|
| -      |                       |   |  |
|        |                       |   |  |
|        |                       |   |  |

| Description                                 | Estimated Cost |
|---------------------------------------------|----------------|
| Consulting Services – Evaluation/RFP        | \$522,465      |
| Original Consultant Contract                | \$148,865      |
| Consultant Contract Amendment (this action) | \$123,600      |
| IEUA Staff (Actual)                         | \$100,000      |
| IEUA Staff (future)                         | \$150,000      |
| Total Project Cost:                         | \$522,465      |
| Total Current Project Budget (parent):      | \$250,000      |
| Budget Transfer Request (this action)*:     | \$300,000      |
| Revised Budget:                             | \$550,000      |

| Project Milestone              | Date       |
|--------------------------------|------------|
| Evaluation                     |            |
| Consultant Contract Award      | July 2020  |
| Evaluation Report Completion   | Oct 2021   |
| Consultant Contract Amendment  | April 2022 |
| RFP Completion                 | Dec 2022   |
| Private Venture Contract       |            |
| Advertise RFP                  | Jan 2023   |
| Private Venture Contract Award | Aug 2023   |

\*Budget increase from Regional Operations and Maintenance Fund (10800)

# Recommendation



- Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future Uses RFP, Project No. EN20034.03, to GHD Inc. for a not-to-exceed amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the Regional Operations and Maintenance (RO) Fund; and
- Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.

The RP-5 SHF Future Uses Project is consistent with *IEUA's Business Goal of Wastewater Management*, specifically the Asset Management and Water Quality objectives, that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

# Attachment 2



# CONTRACT AMENDMENT NUMBER: 4600002924-002 FOR ENGINEERING CONSULTING SERVICES FOR RP-5 SOLIDS HANDLING FACILITY FUTURE USES EVALUATION

AMENDMENT NUMBER TWO is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "IEUA" and "Agency") and GHD, Inc., with offices located in Irvine, California (hereinafter referred to as "Consultant"), shall revise the Contract as follows:

**REVISE SECTION 4, SCOPE OF WORK AND SERVICES, ADDING A PARAGRAPH, TO READ:** Consultant shall provide the additional consulting services outlined in Consultant's Proposal, which is attached hereto as **Exhibit A,** referenced herein, attached hereto, and made a part hereof.

**REVISE SECTION 5, TERM OF CONTRACT AND OPTION, ADDING A PARAGRAPH, TO READ:** With the execution of Contract Amendment Number 4600002924-002, the termination date of this Contract shall be extended to June 30, 2023; unless agreed to by both parties, reduced to writing, and amended in this Contract.

REVISE SECTION 6, PAYMENT, INVOICING, AND COMPENSATION, TO READ: As

compensation for the additional work to be performed under this Contract, Agency shall pay Consultant **a** *not-to-exceed maximum* **\$272,464.50.00** for all work satisfactorily provided hereunder. This includes an additional \$123,600.00 in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

# ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED

The parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

| INLAND EMPIRE UTILITIES AG<br>*A MUNICIPAL WATER DISTRICT | ENCY:  | GHD, INC.:                          |          |
|-----------------------------------------------------------|--------|-------------------------------------|----------|
|                                                           |        | DocuSigned by:<br>Simon Eage        | 3/7/2022 |
| Shivaji Deshmukh<br>General Manager                       | (Date) | Simon Kaye<br>Senior Vice President | (Date)   |

# **Exhibit A**

320 Goddard Way Suite 200 Irvine CA 92618 USA www.ghd.com



4 February 2022

Mr. Travis Sprague, PE Principal Engineer Mr. Jamal Zughbi, PE Senior Engineer/Project Manager Inland Empire Utilities Agency 6075 Kimball Avenue Chino, California 91708

## Re: IEUA RP-5 SHF RFP Development

Dear Mr. Sprague and Mr. Zughbi,

We are pleased to provide Inland Empire Utilities Agency (IEUA) with this proposal for leading the development and drafting of the RP-5 SHF Request for Proposal (RFP) document.

GHD's approach will include strategic framing workshops, RFP document drafting, and review meetings with IEUA to ensure the process is a joint effort that captures IEUA's requirements and delivers a document that will result in submittal proposals/meaningful responses from interested bidders and IEUA's selection of the most responsive solution for best use of the site.

GHD will support the IEUA as it liaises with permitting agencies and local stakeholders on matters related to the SHF site development options. These matters will be evaluated in parallel with development of the RFP, and where applicable, outcomes will be incorporated into the RFP document. GHD will also provide procurement support after the release of the RFP including responding to RFIs and assistance with evaluation of submissions. This proposal also includes an allowance for workshops and presentations with the IEUA's Board of Directors.

This letter proposal provides the scope, schedule, team members and commercial terms for our professional services. We have provided an estimated fee budget on a time & material basis.

# 1. Scope of Services

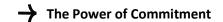
GHD's methodology consists of the following Tasks:

- 1. Project management
- 2. Collaboration and strategic framing workshops
- 3. RFP document development
- 4. Support with permitting and local external stakeholder discussions
- 5. Procurement support post RFP release including evaluation of proposals
- 6. Optional Board workshops and presentations

# 1.1 Task 1 – Project Management

This task includes all the project management effort required by IEUA to effectively manage the delivery of work under this proposal. It comprises administrative work, invoicing, kick-off meeting, and biweekly progress review meetings.

GHD will organize bi-weekly meetings with IEUA to review the RFP development progress and ensure it is in-line with IEUA's expectations and requirements. This will allow GHD to continuously adjust its efforts to satisfy IEUA's needs and keep project progress.



Nikhil Khurana will lead the project from GHD and coordinate the biweekly meetings, supported by a core team consisting of Kim Domptail, Jamal Awad, and Hector Ruiz and other GHD technical as needed. Attendance of the IEUA Project Manager is required, alongside other IEUA staff as deemed appropriate.

### 1.2 Task 2 – Collaboration Workshops

GHD will facilitate up to six 1-hour workshops with IEUA (with flexibility to amend duration / length of meetings as needed).

The intent of these workshops is to clarify constraints and develop an agreed strategy for several development aspects that will inform what information is presented within the RFP document, and what information is solicited from RFP respondees. In some cases, individual issues may require multiple workshops to resolve, and in some cases uncertainty will be unavoidable and must be appropriately built in to the RFP document. Alignment on these matters is key.

Key items to clarify are:

- Priority goals and objectives for IEUA in launching this RFP
- Number and types of options solicited in RFP e.g. we understand IEUA is considering 2 options: organics processing or logistics hub as a proposed development
- Timing of availability of portions of the SHF site
- IEUA's energy demand at RP-5 and possibility to accept outputs (e.g. energy, digestate)
- Permitting requirements and constraints, addressed by IEUA Planning Department
- Evaluation framework and criteria that IEUA will use to assess RFP responses
- IEUA's legal requirements and constraints in the RFP process to comply with Procurement regulations, as advised by IEUA Legal Counsel

It is intended that these workshops occur within the first 3 to 4 months from project commencement. Attendance of key stakeholders and representatives from IEUA is required for the success of these workshops, including but not limited to, IEUA's Project Manager, Procurement Manager, and Investment Sponsor. GHD will work with IEUA's Project Manager to develop specific agendas and lists of attendees for each workshop.

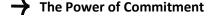
### 1.3 Task 3 – RFP Development

GHD will develop the RFP document in parallel with Task 2. As workshops are completed, GHD will have a better understanding of the procurement technical requirements and guidelines that will allow us to draft the document in a concise and clear manner. The aim here is to consider all of IEUA's, and their stakeholders', requirements and be able to articulate them clearly to the respondees to avoid potential misunderstanding or uncertainty, and thereby reduce resource burden during the RFP Q&A phase and evaluating the proposals received by IEUA.

It is only with completion of the workshops that GHD will be able to issue a draft RFP document.

### Key Assumptions, Limitations and Exclusions:

- IEUA is responsible for providing legal counsel and review of the document and ensuring the RFP complies with IEUA procurement guidelines and constraints.
- IEUA is responsible for providing language in the RFP that dictates the RFP solicitation process and IEUA requirements
- Final document will be IEUA branded RFP. GHD will provide all technical scope and solicitation sections for this document.
- GHD has allowed for 3 rounds of review with IEUA to finalize the RFP document after completion of all tasks and ensure that the overall flow of the document is logical and unambiguous.



### 1.4 Task 4 – Permitting and External stakeholder Support

GHD will support IEUA with discussions and negotiations with the City of Chino, SCAQMD, SAWPA and other various permitting agencies and stakeholders. These will occur in parallel with the RFP development and as required.

## 1.5 Task 5 – Procurement support post RFP release

GHD will support IEUA post RFP release by:

- Addressing and responding to RFIs sent by bidders, with IEUA support. GHD will coordinate responses during this RFI stage.
- Assist IEUA with evaluating and assessing received proposals. As part of proposals evaluation, GHD will engage in collaborative dialogue with bidders as needed and required. GHD will develop and populate an evaluation matrix based on the evaluation criteria determined during Tasks 2 and 3. GHD will collaborate with IEUA to complete the poposal evaluations and make recommendations for consideration by IEUA.

## 1.6 Task 6 – (Optional) Board workshops and presentations

This is an optional task for GHD support to prepare and join IEUA staff in presentations or workshops with the IEUA Board related to the procurement process and final recommendations, as needed and requested. These services will be on Time & Material basis. Our fee estimate includes an initial allowance for this task, though actual level of support may be higher or lower than the amount nominated.

# 2. Schedule

GHD understands that collaboration with permitting agencies and other stakeholders can encompass a significant amount of time, however it is IEUA's goal to to release the RFP and receive proposals by the end of 2022 or early 2023. GHD's proposed level of effort is based on this goal, allows time for internal IEUA reviews, approvals, and processing of the RFP.

Our 12-month schedule to complete the outlined scope, assuming commencement in the first week of February. Required interactions and milestones for completion within the proposed timeline are listed below. Work on the RFP development will commence upon receipt of notice to proceed from IEUA. We are more than happy to further discuss and confirm the proposed timeframe.

- Kick-off: Immediately and at your convenience following acceptance and execution of a task order for this scope.
- Workshop sessions: Expected to be completed by June 2022, however additional meetings, information, and findings from permitting agencies and stakeholders may extend final draft through end of 2022.
- Final RFP deliverable: end of 2022.

# 3. Team and Key Personnel

GHD is pleased to provide IEUA with continuity from the SHF Future Uses Evaluation project. A team that brings the requisite experience, knowledge, and skills to provide these services (bios or resumes are available as requested):

- Hector Ruiz Project Director, QA/QC
- Nikhil Khurana Project Manager
- Kim Domptail Technical Lead
- Jamal Awad Project Advisor

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Resources

- Jean Hanna RFP Support/Commercial Lead
- Patrick Young Market/Developer Analysis/Commercial Advisor
- Mike Muffels Technical Advisor
- Michael Cant Technical Advisor

Nikhil Khurana will be responsible for day-to-day delivery and coordination of the RFP Development. He was lead analyst for the business case evaluation of the SHF site and, along with Kim Domptail and Hector Ruiz, are intimately familiar with the site characteristics, constraints and uncertainties. They will be supported by Jean Hanna who provides a wealth of experience in procurement from his experience developing RFP documents for public agencies. Kim Domptail and Hector Ruiz will be closely involved with the RFP development and provide commercial and technical inputs that will be reflected in the final RFP documentation.

Mike Muffels and Michael Cant will provide insights from their experiences writing and responding to a number of RFPs for similar proejcts and assets across the US and Canada. Patrick Young will provide insights from the perspective of developers responding to the RFP documentation.

# 4. Professional Fees

GHD is happy to provide our proposed professional fees for this scope on a time & material basis, based on the schedule of rates agreed on with IEUA.

The budget estimate is provided as follows:

| Task                                                      | Hours | Budget estimate (USD) |
|-----------------------------------------------------------|-------|-----------------------|
| 1. Project Management                                     | 61    | \$12,500              |
| 2. Collaboration Workshops                                | 111   | \$24,500              |
| 3. RFP Development                                        | 220   | \$45,000              |
| 4. Permitting and External Stakeholder Support            | 84    | \$18,000              |
| 5. Procurement Support- Post RFP Release                  | 82    | \$17,600              |
| Total                                                     |       | \$117,600             |
| 6. (Optional) Board Workshops & Presentations (Allowance) | 27    | \$6,000               |
| Total Including Optional Item                             |       | \$123,600             |

Our professional fees exclude relevant taxes. They also exclude any expenses which are not anticipated given the desktop nature of this assessment. Should any work outside the scope listed be requested, a scope change will be agreed through mutual discussion.

# 5. Commercial Terms

GHD is requesting an authorization of **\$123,600** for the above referenced work, including the optional scope, Task 6. GHD suggests that the services will be billed on a Time and Materials basis, as an amendment to the current contract used to execute the Business Case Evaluation for the RP-5 SHF site future uses.

The Power of Commitment

# 6. Closure

Thank you for inviting GHD to provide this proposal for this important undertaking for IEUA. We trust it meets your requirements. Please do not hesitate to contact the undersigned on the details below if you have any questions or clarifications.

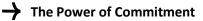
Sincerely,

Nikhil Khurana Senior Advisor & Investment, Policy & Economics Service Line Leader, Americas

T 832 380 7677 E Nikhil.khurana@ghd.com

Simon Kaye Senior Vice President, North America Market Leader

T 949 378 9759 E Simon.Kaye@ghd.com







**Date:** April 20, 2022 **To:** The Honorable Board of Directors **Committee:** 

From: Shivaji Deshmukh, General Manager

SSD

Staff Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No.2022-4-9, Amending the Agency's Salary Schedule/Matrix for All Groups

# **Executive Summary:**

California Code of Regulations (CCR) §570.5 establishes the requirement for California Public Employees' Retirement System (CalPERS) agencies to have a current, duly approved & adopted pay schedule by the agency' s governing body. CalPERS employers may only report payrates, for purposes of calculating retirement benefits, that meet the definition of a Publicly Available Salary Schedule. Maintenance of the Agency's salary schedule falls under the responsibility of the HR Department, which includes presenting a revised comprehensive salary resolution to the Board of Directors as changes occur. The last salary schedule/matrix update for all the groups was approved by the Board on January 19, 2022. New updates are as follows:

A. Continued classification and compensation changes as a result of a reorganization plan.

B. Classification and compensation changes as a result of vacancies in Y-Rated positions.

C. Classification and compensation change as a result of the creation of a new position.

D. Classification and compensation change as a result of a unit modification agreed upon between the Agency and the Professional Unit.

E. There is a classification and compensation correction.

# **Staff's Recommendation:**

Adopt Resolution No. 2022-4-9, Amending the Agency's Salary Schedule/Matrix for all groups

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

Fiscal Impact (explain if not budgeted):

Funding is appropriated in the FY 21/22 and 22/23 biennial budget.

# **Prior Board Action:**

On January 19, 2022, the Board of Directors adopted Resolution No. 2022-1-3, Amending the Agency's Salary Schedule/Matrix 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:

Attachment 1 - Background

Attachment 2 - Resolution No. 2022-4-9, Amending the Agency's Salary Schedule/Matrix for all groups and Exhibit 1



# Background

Subject: Adoption of Resolution No. 2022-4-9, Amending the Agency's Salary Schedule/Matrix for All Groups

A. There are continued classification and compensation changes as a result of a reorganization plan that will include:

Removing the following classifications:

- Executive Manager of External & Government Affairs/Assistant General Manager at range 196
- B. There are classification and compensation changes as a result of vacancies in Y-Rated positions that will include:

Removing the following classifications:

- Director of External and Government Affairs (Y-Rated; Hired Before 1/23/2022)
- External Affairs Specialist I (Y-Rated; Hired Before 11/1/2014)
- C. There is a classification and compensation change as a result of the creation of a new position, Operations and Maintenance Training Coordinator. The new classification will be responsible for planning and developing strategy, approach, and overall administration of training programs related to the operations and maintenance of Agency-operated facilities including water reclamation, recycled water system, groundwater recharge (GWR) operation, and desalter to ensure the Agency's Operations and Maintenance staff is trained for succession planning and compliance with all regulatory requirements ensuring a safe and efficient workforce.
- D. There is a classification and compensation change as a result of a unit modification agreed upon between the Agency and the Professional Unit. The Agency received a request from the Professional Unit Association seeking to modify the Professional Unit to include the Environmental Resources Planner I and Environmental Resources Planner II, both currently unrepresented. After reviewing the Professional Unit's request and the Agency's Employer-Employee Relations Resolution 2010-3-2, the Agency does not have an objection to adding the Environmental Resources Planner I and Environmental Resources Planner II classifications to the Professional Unit.
- E. There is a classification and compensation correction to the Office Assistant (confidential) classification adopted in Resolution No. 2022-1-3, Amending the Agency's Salary Schedule/Matrix for all groups.

# **RESOLUTION NO. 2022-4-9**

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT OF THE AGENCY'S SALARY SCHEDULE/MATRIX

**WHEREAS**, the Agency has classification and compensation changes as a result of a reorganization plan, vacancies in Y-Rated positions, creation of a new position, unit modification between the Agency and the Professional Unit, and a correction.

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

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

SECTION 1: The Agency's salary schedule/matrix is hereby adopted and set forth in Exhibit "1" this resolution.

SECTION 2: The salary information contained in Exhibit "1" shall be effective as of April

20, 2022

**ADOPTED** the 20<sup>th</sup> day of April 2022.

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

ATTEST:

Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

\*A Municipal Water District

Resolution No. 2022-4-9 Page 2

STATE OF CALIFORNIA)COUNTY OF) SSSAN BERNARDINO)

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-9, was adopted at a regular Board Meeting on April 20, 2022, of said Agency by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

> Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

(SEAL)

\*A Municipal Water District

| Classification Title       | Salary Range | Unit | FLSA        | Step | Hourly           | Weekly                   | Monthly                  | Annually             |
|----------------------------|--------------|------|-------------|------|------------------|--------------------------|--------------------------|----------------------|
| Accountant I               | 173          | UN   | Exempt      | 1    | \$31.3125        | \$2,505.00               | \$5,427.50               | \$65,130             |
| Accountant                 | 1/5          |      | Exempt      | 2    | \$32.0952        | \$2,567.62               | \$5,563.18               | \$66,758             |
|                            |              |      |             | 3    | \$32.8981        | \$2,631.85               | \$5,702.35               | \$68,428             |
|                            |              |      |             | 4    | \$33.7198        | \$2,697.59               | \$5,844.78               | \$70,137             |
|                            |              |      |             | 5    | \$34.5625        | \$2,765.00               | \$5,990.84               | \$71,890             |
|                            |              |      |             | 6    | \$35.4275        | \$2,834.20               | \$6,140.77               | \$73,689             |
|                            |              |      |             | 7    | \$36.3125        | \$2,905.00               | \$6,294.17               | \$75,530             |
|                            |              |      |             | 8    | \$37.2207        | \$2,977.66               | \$6,451.60               | \$77,419             |
|                            |              |      |             | 9    | \$38.1515        | \$3,052.12               | \$6,612.93               | \$79,355             |
|                            |              |      |             | 5    | <b>J</b> JO.1J1J | <i>93,032.12</i>         | <i>90,012.33</i>         | <i>,555</i>          |
| Accountant II              | 175          | PR   | Exempt      | 1    | \$34.5174        | \$2,761.40               | \$5,983.04               | \$71,796             |
|                            |              |      |             | 2    | \$35.3803        | \$2,830.43               | \$6,132.60               | \$73,591             |
|                            |              |      |             | 3    | \$36.2645        | \$2,901.16               | \$6,285.85               | \$75 <i>,</i> 430    |
|                            |              |      |             | 4    | \$37.1712        | \$2,973.70               | \$6,443.02               | \$77,316             |
|                            |              |      |             | 5    | \$38.1005        | \$3,048.04               | \$6,604.09               | \$79,249             |
|                            |              |      |             | 6    | \$39.0529        | \$3,124.24               | \$6,769.19               | \$81,230             |
|                            |              |      |             | 7    | \$40.0294        | \$3,202.36               | \$6,938.45               | \$83,261             |
|                            |              |      |             | 8    | \$41.0299        | \$3,282.40               | \$7,111.87               | \$85 <i>,</i> 342    |
|                            |              |      |             | 9    | \$42.0558        | \$3,364.47               | \$7,289.69               | \$87,476             |
| Accounting Supervisor      | 185          | SU   | Exempt      | 1    | \$56.2198        | \$4,497.59               | \$9,744.78               | \$116,937            |
| 5 1                        |              |      |             | 2    | \$57.6260        | \$4,610.08               | \$9,988.51               | \$119 <i>,</i> 862   |
|                            |              |      |             | 3    | \$59.0664        |                          | \$10,238.20              |                      |
|                            |              |      |             | 4    | \$60.5428        |                          |                          |                      |
|                            |              |      |             | 5    | \$62.0563        |                          | \$10,756.44              |                      |
|                            |              |      |             | 6    | \$63.6077        |                          | \$11,025.35              |                      |
|                            |              |      |             | 7    | \$65.1976        |                          | \$11,300.93              |                      |
|                            |              |      |             | 8    | \$66.8279        |                          | \$11,583.52              |                      |
|                            |              |      |             | 9    | \$68.4986        |                          | \$11,873.10              |                      |
| Accounting Technician I    | 170          | GU   | Non-exempt  | 1    | \$27.0491        | \$2,163.93               | \$4,688.52               | \$56,262             |
|                            | 270          |      | iten exempt | 2    | \$27.7255        | \$2,218.04               | \$4,805.76               | \$57,669             |
|                            |              |      |             | 3    | \$28.4188        | \$2,273.51               | \$4,925.94               | \$59,111             |
|                            |              |      |             | 4    | \$29.1289        | \$2,330.32               | \$5,049.03               | \$60,588             |
|                            |              |      |             | 5    | \$29.8573        | \$2,388.59               | \$5,175.28               | \$62,103             |
|                            |              |      |             | 6    | \$30.6039        | \$2,448.32               | \$5,304.70               | \$63,656             |
|                            |              |      |             | 7    | \$31.3688        | \$2,509.51               | \$5,437.28               | \$65,247             |
|                            |              |      |             | 8    | \$32.1529        | \$2,572.24               | \$5,573.19               | \$66,878             |
|                            |              |      |             | 9    | \$32.9568        | \$2,636.55               | \$5,712.53               | \$68,550             |
| Accounting Technician II   | 173          | GU   | Non-exempt  | 1    | \$31.3125        | \$2,505.00               | \$5,427.50               | \$65,130             |
|                            | 175          | 00   | Non-exempt  | 2    | \$32.0952        | \$2,567.62               | \$5,563.18               | \$66,758             |
|                            |              |      |             | 3    | \$32.8981        | \$2,631.85               | \$5,702.35               | \$68,428             |
|                            |              |      |             | 4    | \$33.7198        | \$2,697.59               | \$5,844.78               | \$08,428<br>\$70,137 |
|                            |              |      |             | 5    | \$34.5625        | \$2,765.00               | \$5,990.84               | \$71,890             |
|                            |              |      |             | 6    | \$35.4275        | \$2,834.20               | \$5,550.84<br>\$6,140.77 | \$73,689             |
|                            |              |      |             | 7    | \$36.3125        | \$2,905.00               | \$6,294.17               | \$75,530             |
|                            |              |      |             | 8    | \$37.2207        | \$2,905.00<br>\$2,977.66 | \$6,451.60               | \$75,530<br>\$77,419 |
|                            |              |      |             | 9    | \$38.1515        | \$3,052.12               | \$6,612.93               | \$79,355             |
|                            |              |      |             | Э    | 2001212          |                          |                          |                      |
| Administrative Assistant I | 171          | GU   | Non-exempt  | 1    | \$28.4015        | \$2,272.12               | \$4,922.93               | \$59 <i>,</i> 075    |
|                            |              |      |             | 2    | \$29.1116        | \$2,328.93               | \$5,046.02               | \$60,552             |
|                            |              |      |             | 3    | \$29.8395        | \$2,387.16               | \$5,172.18               | \$62,066             |
|                            |              |      |             | 4    | \$30.5851        | \$2,446.81               | \$5,301.43               | \$63,617             |
|                            |              |      |             |      |                  |                          |                          |                      |

| Classification Title                               |                     | 11                | FLCA       | Chan      | Haunha                     | Maakhi                   | Manthlu                      | ٥٠٠٠٠                             |
|----------------------------------------------------|---------------------|-------------------|------------|-----------|----------------------------|--------------------------|------------------------------|-----------------------------------|
| Classification Title<br>Administrative Assistant I | Salary Range<br>171 | <b>Unit</b><br>GU | FLSA       | Step<br>5 | <b>Hourly</b><br>\$31.3505 | Weekly<br>\$2,508.04     | <b>Monthly</b><br>\$5,434.09 | <b>Annually</b><br>\$65,209       |
| Autimistrative Assistant I                         | 1/1                 | 60                | Non-exempt | 6         | \$32.1337                  | \$2,508.04<br>\$2,570.70 | \$5,569.85                   | \$66,838                          |
|                                                    |                     |                   |            | 7         | \$32.1337<br>\$32.9375     | \$2,635.00               | \$5,709.17                   | \$68,510                          |
|                                                    |                     |                   |            | 8         | \$33.7606                  | \$2,700.85               | \$5,851.85                   | \$70,222                          |
|                                                    |                     |                   |            | 9         | \$34.6049                  | \$2,768.40               | \$5,998.20                   | \$70,222<br>\$71,978              |
|                                                    |                     |                   |            | 0         | <i>¥0</i>                  | <i>q_)</i> , co. c       | <i>40,000.</i> <u></u> 0     | <i>ų, 1</i> ,0, 0                 |
| Administrative Assistant I (confidential)          | 171                 | UN                | Non-exempt | 1         | \$28.4015                  | \$2,272.12               | \$4,922.93                   | \$59 <i>,</i> 075                 |
|                                                    |                     |                   |            | 2         | \$29.1116                  | \$2,328.93               | \$5,046.02                   | \$60,552                          |
|                                                    |                     |                   |            | 3         | \$29.8395                  | \$2,387.16               | \$5,172.18                   | \$62,066                          |
|                                                    |                     |                   |            | 4         | \$30.5851                  | \$2,446.81               | \$5,301.43                   | \$63,617                          |
|                                                    |                     |                   |            | 5         | \$31.3505                  | \$2,508.04               | \$5,434.09                   | \$65,209                          |
|                                                    |                     |                   |            | 6         | \$32.1337                  | \$2,570.70               | \$5 <i>,</i> 569.85          | \$66 <i>,</i> 838                 |
|                                                    |                     |                   |            | 7         | \$32.9375                  | \$2,635.00               | \$5,709.17                   | \$68,510                          |
|                                                    |                     |                   |            | 8         | \$33.7606                  | \$2,700.85               | \$5,851.85                   | \$70,222                          |
|                                                    |                     |                   |            | 9         | \$34.6049                  | \$2,768.40               | \$5 <i>,</i> 998.20          | \$71,978                          |
| Administrativo Accistant II                        | 174                 | PR                | Non avampt | 1         | 622 0755                   | ¢2 620 04                | ¢F 609 40                    | ¢60 201                           |
| Administrative Assistant II                        | 174                 | РК                | Non-exempt | 1<br>2    | \$32.8755<br>\$33.6976     | \$2,630.04<br>\$2,695.81 | \$5,698.42<br>\$5,840.93     | \$68,381<br>\$70,091              |
|                                                    |                     |                   |            | 2         | \$33.0970<br>\$34.5400     | \$2,763.20               | \$5,986.94                   | \$70,091<br>\$71,843              |
|                                                    |                     |                   |            | 4         | \$35.4034                  | \$2,832.28               | \$5,980.94<br>\$6,136.61     | \$73,639                          |
|                                                    |                     |                   |            | 4<br>5    | \$35.4034<br>\$36.2885     | \$2,903.08               | \$6,290.01                   | \$75,480                          |
|                                                    |                     |                   |            | 6         | \$30.2885<br>\$37.1957     | \$2,975.66               | \$6,447.27                   | \$75, <del>4</del> 80<br>\$77,367 |
|                                                    |                     |                   |            | 7         | \$38.1255                  | \$3,050.04               | \$6,608.42                   | \$79,301<br>\$79,301              |
|                                                    |                     |                   |            | 8         | \$39.0789                  | \$3,126.32               | \$6,773.70                   | \$81,284                          |
|                                                    |                     |                   |            | 9         | \$40.0558                  | \$3,204.47               | \$6,943.02                   | \$83,316                          |
|                                                    |                     |                   |            | 0         | ¥ leteeee                  | <i>\\\\\\\\\\\\\</i>     | <i>40,0</i> .0.01            | <i>400)010</i>                    |
| Administrative Assistant II (confidential)         | 174                 | UN                | Non-exempt | 1         | \$32.8755                  | \$2,630.04               | \$5,698.42                   | \$68,381                          |
|                                                    |                     |                   |            | 2         | \$33.6976                  | \$2,695.81               | \$5,840.93                   | \$70,091                          |
|                                                    |                     |                   |            | 3         | \$34.5400                  | \$2,763.20               | \$5,986.94                   | \$71,843                          |
|                                                    |                     |                   |            | 4         | \$35.4034                  | \$2,832.28               | \$6,136.61                   | \$73 <i>,</i> 639                 |
|                                                    |                     |                   |            | 5         | \$36.2885                  | \$2,903.08               | \$6,290.01                   | \$75 <i>,</i> 480                 |
|                                                    |                     |                   |            | 6         | \$37.1957                  | \$2,975.66               | \$6,447.27                   | \$77,367                          |
|                                                    |                     |                   |            | 7         | \$38.1255                  | \$3,050.04               | \$6,608.42                   | \$79,301                          |
|                                                    |                     |                   |            | 8         | \$39.0789                  | \$3,126.32               | \$6,773.70                   | \$81,284                          |
|                                                    |                     |                   |            | 9         | \$40.0558                  | \$3,204.47               | \$6,943.02                   | \$83,316                          |
| Assistant Engineer                                 | 179                 | UN                | Exempt     | 1         | \$41.9553                  | \$3,356.43               | \$7,272.27                   | \$87,267                          |
| Assistant Lingineer                                | 179                 | UN                | Litempt    | 2         | \$43.0049                  | \$3,440.40               | \$7,454.20                   | \$87,207<br>\$89,450              |
|                                                    |                     |                   |            | 3         | \$44.0799                  | \$3,526.40               | \$7,640.54                   | \$89,450<br>\$91,686              |
|                                                    |                     |                   |            | 4         | \$45.1818                  | \$3,614.55               | \$7,831.53                   | \$93,978                          |
|                                                    |                     |                   |            | 5         | \$46.3111                  | \$3,704.89               | \$8,027.27                   | \$96,327                          |
|                                                    |                     |                   |            | 6         | \$47.4688                  | \$3,797.51               | \$8,227.94                   | \$98,735                          |
|                                                    |                     |                   |            | 7         | \$48.6558                  | \$3,892.47               | \$8,433.69                   | \$101,204                         |
|                                                    |                     |                   |            | 8         | \$49.8722                  | \$3,989.78               | \$8,644.53                   | \$103,734                         |
|                                                    |                     |                   |            | 9         | \$51.1188                  | \$4,089.51               | \$8,860.61                   |                                   |
|                                                    |                     |                   |            |           |                            |                          |                              |                                   |
| Assistant General Manager                          | 197                 | EX                | Exempt     | 1         | \$100.9587                 |                          | \$17,499.52                  |                                   |
|                                                    |                     |                   |            | 2         | \$103.4827                 |                          | \$17,937.01                  |                                   |
|                                                    |                     |                   |            | 3         | \$106.0698                 |                          |                              |                                   |
|                                                    |                     |                   |            | 4         |                            | \$8,697.74               | \$18,845.11                  |                                   |
|                                                    |                     |                   |            | 5         |                            | \$8,915.16               | \$19,316.18                  |                                   |
|                                                    |                     |                   |            | 6         |                            |                          | \$19,799.18                  |                                   |
|                                                    |                     |                   |            | 7         |                            |                          | \$20,294.11                  |                                   |
|                                                    |                     |                   |            | 8         | \$120.0082                 | Ş9,600.66                | \$20,801.43                  | \$249,617                         |
|                                                    |                     |                   |            |           |                            |                          |                              |                                   |

| Classification Title<br>Assistant General Manager | Salary Range<br>197 | Unit<br>EX | <b>FLSA</b><br>Exempt | Step<br>9 | <b>Hourly</b><br>\$123.0087 | <b>Weekly</b><br>\$9,840.70 | <b>Monthly</b><br>\$21,321.52 | <b>Annually</b><br>\$255,858 |
|---------------------------------------------------|---------------------|------------|-----------------------|-----------|-----------------------------|-----------------------------|-------------------------------|------------------------------|
| Associate Engineer                                | 182                 | UN         | Exempt                | 1         | \$48.5664                   | \$3,885.32                  | \$8,418.20                    | \$101,018                    |
| C C                                               |                     |            | ·                     | 2         | \$49.7799                   | \$3,982.40                  | \$8,628.54                    |                              |
|                                                   |                     |            |                       | 3         | \$51.0250                   | \$4,082.00                  | \$8,844.34                    | \$106,132                    |
|                                                   |                     |            |                       | 4         | \$52.3000                   | \$4,184.00                  | \$9,065.34                    |                              |
|                                                   |                     |            |                       | 5         | \$53.6077                   | \$4,288.62                  | \$9,292.01                    |                              |
|                                                   |                     |            |                       | 6         | \$54.9476                   | \$4,395.81                  | \$9,524.26                    | \$114,291                    |
|                                                   |                     |            |                       | 7         | \$56.3217                   | \$4,505.74                  | \$9,762.44                    |                              |
|                                                   |                     |            |                       | 8         | \$57.7299                   | \$4,618.40                  | \$10,006.54                   |                              |
|                                                   |                     |            |                       | 9         | \$59.1726                   | \$4,733.81                  | \$10,256.59                   |                              |
| Biologist                                         | 181                 | LB         | Exempt                | 1         | \$46.2534                   | \$3,700.28                  | \$8,017.28                    | \$96,207                     |
|                                                   |                     |            |                       | 2         | \$47.4097                   | \$3,792.78                  | \$8,217.69                    | \$98,612                     |
|                                                   |                     |            |                       | 3         | \$48.5948                   | \$3,887.59                  | \$8,423.12                    | \$101,077                    |
|                                                   |                     |            |                       | 4         | \$49.8097                   | \$3 <i>,</i> 984.78         | \$8,633.69                    | \$103,604                    |
|                                                   |                     |            |                       | 5         | \$51.0544                   | \$4,084.36                  | \$8,849.45                    | \$106,193                    |
|                                                   |                     |            |                       | 6         | \$52.3313                   | \$4,186.51                  | \$9,070.78                    | \$108,849                    |
|                                                   |                     |            |                       | 7         | \$53.6395                   | \$4,291.16                  | \$9,297.52                    | \$111,570                    |
|                                                   |                     |            |                       | 8         | \$54.9803                   | \$4,398.43                  | \$9,529.94                    | \$114,359                    |
|                                                   |                     |            |                       | 9         | \$56.3553                   | \$4,508.43                  | \$9,768.27                    | \$117,219                    |
| Board Secretary/Office Manager                    | 190                 | UN         | Exempt                | 1         | \$71.7486                   | \$5,739.89                  | \$12,436.43                   | \$149,237                    |
|                                                   |                     |            |                       | 2         | \$73.5428                   | \$5,883.43                  | \$12,747.44                   | \$152,969                    |
|                                                   |                     |            |                       | 3         | \$75.3808                   | \$6,030.47                  | \$13,066.02                   | \$156,792                    |
|                                                   |                     |            |                       | 4         | \$77.2654                   | \$6,181.24                  | \$13,392.69                   | \$160,712                    |
|                                                   |                     |            |                       | 5         | \$79.1972                   | \$6,335.78                  | \$13,727.53                   | \$164,730                    |
|                                                   |                     |            |                       | 6         | \$81.1770                   | \$6,494.16                  | \$14,070.68                   | \$168,848                    |
|                                                   |                     |            |                       | 7         | \$83.2063                   | \$6,656.51                  | \$14,422.44                   | \$173,069                    |
|                                                   |                     |            |                       | 8         | \$85.2866                   | \$6,822.93                  | \$14,783.02                   | \$177,396                    |
|                                                   |                     |            |                       | 9         | \$87.4193                   | \$6,993.55                  | \$15,152.70                   | \$181,832                    |
| Budget Officer                                    | 186                 | UN         | Exempt                | 1         | \$59.0327                   | \$4,722.62                  | \$10,232.35                   | \$122,788                    |
|                                                   |                     |            |                       | 2         | \$60.5087                   | \$4,840.70                  | \$10,488.19                   | \$125,858                    |
|                                                   |                     |            |                       | 3         | \$62.0212                   | \$4,961.70                  | \$10,750.35                   | \$129,004                    |
|                                                   |                     |            |                       | 4         | \$63.5722                   | \$5,085.78                  | \$11,019.19                   |                              |
|                                                   |                     |            |                       | 5         | \$65.1611                   | \$5,212.89                  | \$11,294.60                   | \$135,535                    |
|                                                   |                     |            |                       | 6         | \$66.7904                   | \$5,343.24                  | \$11,577.02                   | \$138,924                    |
|                                                   |                     |            |                       | 7         | \$68.4601                   | \$5,476.81                  | \$11,866.43                   | \$142,397                    |
|                                                   |                     |            |                       | 8         | \$70.1717                   | \$5,613.74                  | \$12,163.11                   | \$145,957                    |
|                                                   |                     |            |                       | 9         | \$71.9255                   | \$5,754.04                  | \$12,467.09                   | \$149,605                    |
| Business Systems Analyst I                        | 179                 | PR         | Exempt                | 1         | \$41.9553                   | \$3,356.43                  | \$7,272.27                    | \$87,267                     |
|                                                   |                     |            |                       | 2         | \$43.0049                   | \$3 <i>,</i> 440.40         | \$7,454.20                    | \$89 <i>,</i> 450            |
|                                                   |                     |            |                       | 3         | \$44.0799                   | \$3,526.40                  | \$7,640.54                    | \$91,686                     |
|                                                   |                     |            |                       | 4         | \$45.1818                   | \$3,614.55                  | \$7,831.53                    | \$93 <i>,</i> 978            |
|                                                   |                     |            |                       | 5         | \$46.3111                   | \$3,704.89                  | \$8,027.27                    | \$96,327                     |
|                                                   |                     |            |                       | 6         | \$47.4688                   | \$3,797.51                  | \$8,227.94                    | \$98,735                     |
|                                                   |                     |            |                       | 7         | \$48.6558                   | \$3,892.47                  | \$8,433.69                    | \$101,204                    |
|                                                   |                     |            |                       | 8         | \$49.8722                   | \$3,989.78                  | \$8,644.53                    | \$103,734                    |
|                                                   |                     |            |                       | 9         | \$51.1188                   | \$4,089.51                  | \$8,860.61                    | \$106,327                    |
| Business Systems Analyst II                       | 181                 | PR         | Exempt                | 1         | \$46.2534                   | \$3,700.28                  | \$8,017.28                    | \$96,207                     |
| · · ·                                             |                     |            |                       | 2         | \$47.4097                   | \$3,792.78                  | \$8,217.69                    | \$98,612                     |
|                                                   |                     |            |                       |           |                             |                             |                               |                              |

| Classification Title         | Salary Range | Unit | FLSA       | Step   | Hourly                 | Weekly              | Monthly                  | Annually             |
|------------------------------|--------------|------|------------|--------|------------------------|---------------------|--------------------------|----------------------|
| Business Systems Analyst II  | 181          | PR   | Exempt     | 3      | \$48.5948              | \$3 <i>,</i> 887.59 | \$8,423.12               | \$101,077            |
|                              |              |      |            | 4      | \$49.8097              | \$3,984.78          | \$8,633.69               | \$103,604            |
|                              |              |      |            | 5      | \$51.0544              | \$4,084.36          | \$8,849.45               | \$106,193            |
|                              |              |      |            | 6      | \$52.3313              | \$4,186.51          | \$9,070.78               | \$108,849            |
|                              |              |      |            | 7      | \$53.6395              | \$4,291.16          | \$9,297.52               | \$111,570            |
|                              |              |      |            | 8      | \$54.9803              | \$4,398.43          | \$9,529.94               | \$114,359            |
|                              |              |      |            | 9      | \$56.3553              | \$4,508.43          | \$9,768.27               |                      |
|                              |              |      |            |        |                        | . ,                 | . ,                      | . ,                  |
| Business Systems Supervisor  | 185          | SU   | Exempt     | 1      | \$56.2198              | \$4,497.59          | \$9,744.78               | \$116,937            |
|                              |              |      |            | 2      | \$57.6260              | \$4,610.08          | \$9,988.51               |                      |
|                              |              |      |            | 3      | \$59.0664              | \$4,725.32          | \$10,238.20              |                      |
|                              |              |      |            | 4      | \$60.5428              | \$4,843.43          | \$10,494.10              |                      |
|                              |              |      |            | 5      | \$62.0563              | \$4,964.51          | \$10,756.44              |                      |
|                              |              |      |            | 6      | \$63.6077              | \$5,088.62          | \$11,025.35              |                      |
|                              |              |      |            | 7      | \$65.1976              | \$5,215.81          | \$11,300.93              |                      |
|                              |              |      |            | 8      | \$66.8279              | \$5,346.24          | \$11,583.52              |                      |
|                              |              |      |            | 9      | \$68.4986              | \$5,479.89          | \$11,873.10              |                      |
|                              |              |      |            | 5      | <b>JU0.4</b> 500       | ŞJ,479.89           | \$11,875.10              | Ş142,477             |
| CAD Designer                 | 178          | UN   | Non-exempt | 1      | \$39.9563              | \$3,196.51          | \$6,925.78               | \$83,109             |
| CAD Designer                 | 178          | UN   | Non-exempt | 2      | \$40.9553              | \$3,276.43          | \$0,925.78<br>\$7,098.94 | \$85,109<br>\$85,187 |
|                              |              |      |            | 2      | \$40.9555<br>\$41.9794 | \$3,358.36          | \$7,098.94<br>\$7,276.45 | \$85,187<br>\$87,317 |
|                              |              |      |            |        |                        | \$3,442.28          |                          |                      |
|                              |              |      |            | 4<br>5 | \$43.0284<br>\$44.1044 | \$3,528.36          | \$7,458.28<br>\$7,644.78 | \$89,499<br>\$01,727 |
|                              |              |      |            |        |                        |                     |                          | \$91,737             |
|                              |              |      |            | 6      | \$45.2068              | \$3,616.55          | \$7,835.86               | \$94,030             |
|                              |              |      |            | 7      | \$46.3371              | \$3,706.97          | \$8,031.77               | \$96,381             |
|                              |              |      |            | 8      | \$47.4957              | \$3,799.66          | \$8,232.60               | \$98,791             |
|                              |              |      |            | 9      | \$48.6827              | \$3,894.62          | \$8,438.35               | \$101,260            |
|                              | 4.04         |      | <b>F</b>   |        | 646 2524               | ća 700 20           | ¢0.047.00                | 60C 207              |
| Chemist                      | 181          | LB   | Exempt     | 1      | \$46.2534              | \$3,700.28          | \$8,017.28               | \$96,207             |
|                              |              |      |            | 2      | \$47.4097              | \$3,792.78          | \$8,217.69               | \$98,612             |
|                              |              |      |            | 3      | \$48.5948              | \$3,887.59          | \$8,423.12               | \$101,077            |
|                              |              |      |            | 4      | \$49.8097              | \$3,984.78          | \$8,633.69               | \$103,604            |
|                              |              |      |            | 5      | \$51.0544              | \$4,084.36          | \$8,849.45               | \$106,193            |
|                              |              |      |            | 6      | \$52.3313              | \$4,186.51          | \$9,070.78               | \$108,849            |
|                              |              |      |            | 7      | \$53.6395              | \$4,291.16          | \$9,297.52               | \$111,570            |
|                              |              |      |            | 8      | \$54.9803              | \$4,398.43          |                          |                      |
|                              |              |      |            | 9      | \$56.3553              | \$4,508.43          | \$9,768.27               | \$117,219            |
|                              |              |      | _          |        |                        | 4                   |                          | 4                    |
| Chino Basin Program Manager  | 188          | UN   | Exempt     | 1      | \$65.0794              |                     | \$11,280.45              |                      |
|                              |              |      |            | 2      | \$66.7068              |                     | \$11,562.53              |                      |
|                              |              |      |            | 3      | \$68.3746              | \$5 <i>,</i> 469.97 | . ,                      |                      |
|                              |              |      |            | 4      | \$70.0832              | \$5,606.66          | \$12,147.77              |                      |
|                              |              |      |            | 5      | \$71.8356              | \$5,746.85          | \$12,451.51              | \$149,418            |
|                              |              |      |            | 6      | \$73.6313              |                     | \$12,762.78              |                      |
|                              |              |      |            | 7      | \$75.4726              | \$6,037.81          | \$13 <i>,</i> 081.93     | \$156,983            |
|                              |              |      |            | 8      | \$77.3592              | \$6,188.74          | \$13 <i>,</i> 408.94     | \$160,907            |
|                              |              |      |            | 9      | \$79.2933              | \$6,343.47          | \$13,744.19              | \$164,930            |
| Collection System Operator I | 171          | GU   | Non-exempt | 1      | \$28.4015              | \$2,272.12          | \$4,922.93               | \$59,075             |
|                              |              |      |            | 2      | \$29.1116              | \$2,328.93          | \$5,046.02               | \$60,552             |
|                              |              |      |            | 3      | \$29.8395              | \$2,387.16          | \$5,172.18               | \$62,066             |
|                              |              |      |            | 4      | \$30.5851              | \$2,446.81          | \$5,301.43               | \$63,617             |
|                              |              |      |            | 5      | \$31.3505              | \$2,508.04          | \$5,434.09               | \$65,209             |
|                              |              |      |            | 6      | \$32.1337              | \$2,570.70          | \$5,569.85               | \$66,838             |
|                              |              |      |            | 0      | /دد۲.۲۵۶/              | γ <u>2</u> ,370.70  | 20,505,65                | 00,000               |

| Classification Title                          | Salary Range | Unit | FLSA       | Ston      | Hourly                     | Weekly                   | Monthly                    | Annually             |
|-----------------------------------------------|--------------|------|------------|-----------|----------------------------|--------------------------|----------------------------|----------------------|
| Collection System Operator I                  | 171          | GU   | Non-exempt | Step<br>7 | <b>Hourly</b><br>\$32.9375 | \$2,635.00               | \$5,709.17                 | \$68,510             |
| conection system operator i                   | 1/1          | 00   | Non-exempt | 8         | \$33.7606                  | \$2,700.85               | \$5,851.85                 | \$08,510<br>\$70,222 |
|                                               |              |      |            | 9         | \$33.7000<br>\$34.6049     | \$2,768.40               | \$5,998.20                 | \$70,222<br>\$71,978 |
|                                               |              |      |            | 5         | <b>334.004</b> 9           | <i>Ş</i> 2,708.40        | ŞJ, <del>J</del> J8.20     | \$71,978             |
| Collection System Operator II                 | 175          | GU   | Non-exempt | 1         | \$34.5174                  | \$2,761.40               | \$5,983.04                 | \$71,796             |
|                                               |              |      |            | 2         | \$35.3803                  | \$2,830.43               | \$6,132.60                 | \$73 <i>,</i> 591    |
|                                               |              |      |            | 3         | \$36.2645                  | \$2,901.16               | \$6,285.85                 | \$75,430             |
|                                               |              |      |            | 4         | \$37.1712                  | \$2,973.70               | \$6,443.02                 | \$77,316             |
|                                               |              |      |            | 5         | \$38.1005                  | \$3,048.04               | \$6,604.09                 | \$79 <i>,</i> 249    |
|                                               |              |      |            | 6         | \$39.0529                  | \$3,124.24               | \$6,769.19                 | \$81,230             |
|                                               |              |      |            | 7         | \$40.0294                  | \$3,202.36               | \$6,938.45                 | \$83,261             |
|                                               |              |      |            | 8         | \$41.0299                  | \$3,282.40               | \$7,111.87                 | \$85,342             |
|                                               |              |      |            | 9         | \$42.0558                  | \$3,364.47               | \$7,289.69                 | \$87,476             |
| Collection System Operator III                | 177          | GU   | Non-exempt | 1         | \$38.0549                  | \$3,044.40               | \$6,596.20                 | \$79 <i>,</i> 154    |
|                                               |              |      |            | 2         | \$39.0068                  | \$3,120.55               | \$6,761.20                 | \$81,134             |
|                                               |              |      |            | 3         | \$39.9818                  | \$3,198.55               | \$6,930.20                 | \$83,162             |
|                                               |              |      |            | 4         | \$40.9813                  | \$3,278.51               | \$7,103.44                 | \$85,241             |
|                                               |              |      |            | 5         | \$42.0058                  | \$3,360.47               | \$7,281.02                 | \$87,372             |
|                                               |              |      |            | 6         | \$43.0558                  | \$3,444.47               | \$7,463.02                 | \$89,556             |
|                                               |              |      |            | 7         | \$44.1323                  | \$3,530.59               | \$7,649.62                 | \$91,795             |
|                                               |              |      |            | 8         | ,<br>\$45.2356             | \$3,618.85               | \$7,840.85                 | \$94,090             |
|                                               |              |      |            | 9         | \$46.3664                  | \$3,709.32               | \$8,036.86                 | \$96,442             |
| Collection System Supervisor                  | 185          | SU   | Exempt     | 1         | \$56.2198                  | \$4,497.59               | \$9,744.78                 | \$116,937            |
| conection system supervisor                   | 105          | 30   | Exempt     | 2         | \$57.6260                  | \$4,610.08               |                            | \$119,862            |
|                                               |              |      |            | 3         | \$59.0664                  | \$4,725.32               | \$10,238.20                |                      |
|                                               |              |      |            | 5<br>4    | \$60.5428                  | \$4,725.52<br>\$4,843.43 | \$10,238.20                |                      |
|                                               |              |      |            | 5         | \$62.0563                  |                          | \$10,756.44                |                      |
|                                               |              |      |            | 6         | \$63.6077                  |                          | \$11,025.35                |                      |
|                                               |              |      |            | 7         | \$65.1976                  |                          | \$11,300.93                |                      |
|                                               |              |      |            | 8         | \$66.8279                  |                          | \$11,583.52                |                      |
|                                               |              |      |            | 9         | \$68.4986                  | \$5,479.89               | . ,                        | . ,                  |
|                                               | 100          |      | <b>-</b> . |           | 450 0007                   | 44 <b>7</b> 00 60        | 440 000 0F                 |                      |
| Communications Officer                        | 186          | UN   | Exempt     | 1         | \$59.0327                  |                          | \$10,232.35                |                      |
|                                               |              |      |            | 2         | \$60.5087                  |                          | \$10,488.19                |                      |
|                                               |              |      |            | 3         | \$62.0212                  |                          | \$10,750.35                |                      |
|                                               |              |      |            | 4         |                            |                          | \$11,019.19                |                      |
|                                               |              |      |            | 5         | \$65.1611                  |                          | \$11,294.60                |                      |
|                                               |              |      |            | 6         | \$66.7904                  |                          | \$11,577.02                |                      |
|                                               |              |      |            | 7         | \$68.4601                  |                          | \$11,866.43                |                      |
|                                               |              |      |            | 8         | \$70.1717                  |                          | \$12,163.11<br>\$12,467.09 |                      |
|                                               |              |      |            | 9         | \$71.9255                  | Ş5,754.04                | \$12,467.09                | \$149,605            |
| Communications Officer (Y-Rated; Hired Before |              |      |            |           |                            |                          |                            |                      |
| 1/23/2022)                                    | 206          | UN   | Exempt     | 1         | \$85.2866                  | \$6,822.93               | \$14,783.02                | \$177,396            |
| Compost Facility Supervisor                   | 185          | SU   | Exempt     | 1         | \$56.2198                  | \$4,497.59               | \$9,744.78                 | \$116,937            |
|                                               |              |      |            | 2         | \$57.6260                  | \$4,610.08               | \$9,988.51                 | \$119,862            |
|                                               |              |      |            | 3         | \$59.0664                  | \$4,725.32               | \$10,238.20                | \$122,858            |
|                                               |              |      |            | 4         | \$60.5428                  | \$4,843.43               | \$10,494.10                | \$125,929            |
|                                               |              |      |            | 5         | \$62.0563                  | \$4,964.51               | \$10,756.44                | \$129,077            |
|                                               |              |      |            | 6         | \$63.6077                  | \$5,088.62               | \$11,025.35                | \$132,304            |
|                                               |              |      |            | 7         | \$65.1976                  | \$5,215.81               | \$11,300.93                | \$135,611            |
|                                               |              |      |            |           |                            |                          |                            |                      |

| Classification Title           | Salary Range | Unit | FLSA       | Step   | Hourly                 | Weekly              | Monthly             | Annually             |
|--------------------------------|--------------|------|------------|--------|------------------------|---------------------|---------------------|----------------------|
| Compost Facility Supervisor    | 185          | SU   | Exempt     | 8      | \$66.8279              | \$5,346.24          | \$11,583.52         |                      |
|                                |              |      |            | 9      | \$68.4986              | \$5,479.89          | \$11,873.10         | \$142,477            |
| Compost Operator               | 174          | GU   | Non-exempt | 1      | \$32.8755              | \$2,630.04          | \$5,698.42          | \$68,381             |
|                                |              |      |            | 2      | \$33.6976              | \$2,695.81          | \$5,840.93          | \$70,091             |
|                                |              |      |            | 3      | \$34.5400              | \$2,763.20          | \$5,986.94          | \$71,843             |
|                                |              |      |            | 4      | \$35.4034              | \$2,832.28          | \$6,136.61          | \$73,639             |
|                                |              |      |            | 5      | \$36.2885              | \$2,903.08          | \$6,290.01          | \$75,480             |
|                                |              |      |            | 6      | \$37.1957              | \$2,975.66          | \$6,447.27          | \$77,367             |
|                                |              |      |            | 7      | \$38.1255              | \$3,050.04          | \$6,608.42          | \$79,301             |
|                                |              |      |            | 8      | \$39.0789              | \$3,126.32          | \$6,773.70          | \$81,284             |
|                                |              |      |            | 9      | \$40.0558              | \$3,204.47          | \$6,943.02          | \$83,316             |
| Compost Sales Representative   | 181          | PR   | Exempt     | 1      | \$46.2534              | \$3,700.28          | \$8,017.28          | \$96,207             |
| compost sales representative   | 101          | ΓN   | Lxempt     | 2      | \$40.2534<br>\$47.4097 | \$3,792.78          | \$8,217.69          | \$90,207<br>\$98,612 |
|                                |              |      |            | 2      |                        |                     |                     |                      |
|                                |              |      |            | 5<br>4 | \$48.5948              | \$3,887.59          | \$8,423.12          | \$101,077            |
|                                |              |      |            |        | \$49.8097              | \$3,984.78          | \$8,633.69          | \$103,604            |
|                                |              |      |            | 5      | \$51.0544              | \$4,084.36          | \$8,849.45          | \$106,193            |
|                                |              |      |            | 6      | \$52.3313              | \$4,186.51          | \$9,070.78          | \$108,849            |
|                                |              |      |            | 7      | \$53.6395              | \$4,291.16          | \$9,297.52          | \$111,570            |
|                                |              |      |            | 8      | \$54.9803              | \$4,398.43          | \$9,529.94          | \$114,359            |
|                                |              |      |            | 9      | \$56.3553              | \$4,508.43          | \$9,768.27          | \$117,219            |
| Compost Worker                 | 170          | GU   | Non-exempt | 1      | \$27.0491              | \$2,163.93          | \$4,688.52          | \$56,262             |
|                                |              |      |            | 2      | \$27.7255              | \$2,218.04          | \$4,805.76          | \$57,669             |
|                                |              |      |            | 3      | \$28.4188              | \$2,273.51          | \$4,925.94          | \$59,111             |
|                                |              |      |            | 4      | ,<br>\$29.1289         | \$2,330.32          | \$5,049.03          | \$60,588             |
|                                |              |      |            | 5      | \$29.8573              | \$2,388.59          | \$5,175.28          | \$62,103             |
|                                |              |      |            | 6      | ,<br>\$30.6039         | \$2,448.32          | \$5,304.70          | \$63,656             |
|                                |              |      |            | 7      | \$31.3688              | \$2,509.51          | \$5,437.28          | \$65,247             |
|                                |              |      |            | 8      | \$32.1529              | \$2,572.24          | \$5,573.19          | \$66,878             |
|                                |              |      |            | 9      | \$32.9568              | \$2,636.55          | \$5,712.53          | \$68,550             |
|                                |              |      |            |        |                        |                     |                     |                      |
| Construction Project Inspector | 180          | UN   | Non-exempt | 1      | \$44.0529              | \$3,524.24          | \$7,635.86          | \$91,630             |
|                                |              |      |            | 2      | \$45.1544              | \$3,612.36          | \$7,826.78          | \$93,921             |
|                                |              |      |            | 3      | \$46.2832              | \$3,702.66          | \$8,022.43          | \$96,269             |
|                                |              |      |            | 4      | \$47.4404              | \$3,795.24          | \$8,223.02          | \$98,676             |
|                                |              |      |            | 5      | \$48.6260              | \$3,890.08          | \$8,428.51          | \$101,142            |
|                                |              |      |            | 6      | \$49.8419              | \$3 <i>,</i> 987.36 | \$8,639.28          | \$103,671            |
|                                |              |      |            | 7      | \$51.0880              | \$4,087.04          | \$8,855.26          | \$106,263            |
|                                |              |      |            | 8      | \$52.3650              | \$4,189.20          | \$9 <i>,</i> 076.60 | \$108,919            |
|                                |              |      |            | 9      | \$53.6741              | \$4,293.93          | \$9,303.52          | \$111,642            |
| Contracts Administrator I      | 177          | PR   | Exempt     | 1      | \$38.0549              | \$3,044.40          | \$6,596.20          | \$79,154             |
|                                |              |      | ·          | 2      | \$39.0068              | \$3,120.55          | \$6,761.20          | \$81,134             |
|                                |              |      |            | 3      | \$39.9818              | \$3,198.55          | \$6,930.20          | \$83,162             |
|                                |              |      |            | 4      | \$40.9813              | \$3,278.51          | \$7,103.44          | \$85,241             |
|                                |              |      |            | 5      | \$42.0058              | \$3,360.47          | \$7,281.02          | \$87,372             |
|                                |              |      |            | 6      | \$43.0558              | \$3,444.47          | \$7,463.02          | \$89,556             |
|                                |              |      |            | 8<br>7 | \$44.1323              | \$3,530.59          | \$7,649.62          | \$91,795             |
|                                |              |      |            | 8      | \$45.2356              | \$3,618.85          | \$7,840.85          | \$94,090             |
|                                |              |      |            | 9      | \$46.3664              | \$3,709.32          | \$8,036.86          | \$96 <i>,</i> 442    |
| Contracts Administrator !!     | 100          | 00   | Everat     | 1      | ¢44.0520               | 62 524 24           | 67 625 QC           | ¢01 C20              |
| Contracts Administrator II     | 180          | PR   | Exempt     | 1      | \$44.0529              | \$3,524.24          | \$7,635.86          | \$91,630             |

| Classification Title                 | Salary Range | Unit | FLSA       | Step | Hourly     | Weekly                     | Monthly             | Annually     |
|--------------------------------------|--------------|------|------------|------|------------|----------------------------|---------------------|--------------|
| Contracts Administrator II           | 180          | PR   | Exempt     | 2    | \$45.1544  | \$3,612.36                 | \$7,826.78          | \$93,921     |
|                                      | 200          |      | _//e//.pe  | 3    | \$46.2832  | \$3,702.66                 | \$8,022.43          | \$96,269     |
|                                      |              |      |            | 4    | \$47.4404  | \$3,795.24                 | \$8,223.02          | \$98,676     |
|                                      |              |      |            | 5    | \$48.6260  | \$3,890.08                 | \$8,428.51          |              |
|                                      |              |      |            | 6    | \$49.8419  | \$3,987.36                 | \$8,639.28          | \$103,671    |
|                                      |              |      |            | 7    | \$51.0880  | \$4,087.04                 | \$8,855.26          | \$106,263    |
|                                      |              |      |            | 8    | \$52.3650  | \$4,189.20                 | \$9,076.60          | \$108,919    |
|                                      |              |      |            | 9    | \$53.6741  | \$4,293.93                 | \$9,303.52          |              |
|                                      |              |      |            | 0    | <i>\\</i>  | <i>ų .)_00100</i>          | <i>40,000.0</i>     | <i>+,•·-</i> |
| Contracts and Procurement Supervisor | 185          | SU   | Exempt     | 1    | \$56.2198  | \$4,497.59                 | \$9,744.78          | \$116,937    |
|                                      |              |      |            | 2    | \$57.6260  | \$4,610.08                 | \$9 <i>,</i> 988.51 | \$119,862    |
|                                      |              |      |            | 3    | \$59.0664  | \$4,725.32                 | \$10,238.20         | \$122,858    |
|                                      |              |      |            | 4    | \$60.5428  | \$4,843.43                 | \$10,494.10         | \$125,929    |
|                                      |              |      |            | 5    | \$62.0563  | \$4,964.51                 | \$10,756.44         | \$129,077    |
|                                      |              |      |            | 6    | \$63.6077  | \$5,088.62                 | \$11,025.35         | \$132,304    |
|                                      |              |      |            | 7    | \$65.1976  | \$5,215.81                 | \$11,300.93         | \$135,611    |
|                                      |              |      |            | 8    | \$66.8279  | \$5,346.24                 | \$11,583.52         | \$139,002    |
|                                      |              |      |            | 9    | \$68.4986  | \$5,479.89                 | \$11,873.10         | \$142,477    |
| Control Systems Analyst I            | 180          | GU   | Non-exempt | 1    | \$44.0529  | \$3,524.24                 | \$7,635.86          | \$91,630     |
|                                      | 100          | 00   | Non exempt | 2    | \$45.1544  | \$3,612.36                 | \$7,826.78          | \$93,921     |
|                                      |              |      |            | 3    | \$46.2832  | \$3,702.66                 | \$8,022.43          | \$96,269     |
|                                      |              |      |            | 4    | \$47.4404  | \$3,795.24                 | \$8,223.02          | \$98,676     |
|                                      |              |      |            | 5    | \$48.6260  | \$3,890.08                 | \$8,428.51          | \$101,142    |
|                                      |              |      |            | 6    | \$49.8419  | \$3,987.36                 | \$8,639.28          | \$103,671    |
|                                      |              |      |            | 7    | \$51.0880  | \$4,087.04                 | \$8,855.26          | \$106,263    |
|                                      |              |      |            | 8    | \$52.3650  | \$4,189.20                 | \$9,076.60          | \$108,919    |
|                                      |              |      |            | 9    | \$53.6741  | \$4,293.93                 | \$9,303.52          |              |
|                                      |              |      |            | 0    | <i>\</i>   | <i>Ţ</i> .) <u>_</u> 00.00 | <i>\$0)000101</i>   | <i>+,</i>    |
| Control Systems Analyst II           | 182          | GU   | Non-exempt | 1    | \$48.5664  | \$3,885.32                 | \$8,418.20          | \$101,018    |
|                                      |              |      |            | 2    | \$49.7799  | \$3 <i>,</i> 982.40        | \$8,628.54          | \$103,542    |
|                                      |              |      |            | 3    | \$51.0250  | \$4,082.00                 | \$8,844.34          | \$106,132    |
|                                      |              |      |            | 4    | \$52.3000  | \$4,184.00                 | \$9 <i>,</i> 065.34 | \$108,784    |
|                                      |              |      |            | 5    | \$53.6077  | \$4,288.62                 | \$9,292.01          | \$111,504    |
|                                      |              |      |            | 6    | \$54.9476  | \$4,395.81                 | \$9,524.26          | \$114,291    |
|                                      |              |      |            | 7    | \$56.3217  | \$4,505.74                 | \$9,762.44          | \$117,149    |
|                                      |              |      |            | 8    | \$57.7299  | \$4,618.40                 | \$10,006.54         | \$120,078    |
|                                      |              |      |            | 9    | \$59.1726  | \$4,733.81                 | \$10,256.59         | \$123,079    |
| Controller                           | 190          | UN   | Exempt     | 1    | \$71.7486  | \$5.739.89                 | \$12,436.43         | \$149.237    |
|                                      |              | -    |            | 2    | \$73.5428  |                            | \$12,747.44         |              |
|                                      |              |      |            | 3    | \$75.3808  |                            | \$13,066.02         |              |
|                                      |              |      |            | 4    | \$77.2654  |                            | \$13,392.69         |              |
|                                      |              |      |            | 5    | \$79.1972  |                            | \$13,727.53         |              |
|                                      |              |      |            | 6    | \$81.1770  |                            | \$14,070.68         |              |
|                                      |              |      |            | 7    | \$83.2063  |                            | \$14,422.44         |              |
|                                      |              |      |            | 8    | \$85.2866  |                            | \$14,783.02         |              |
|                                      |              |      |            | 9    | \$87.4193  |                            | \$15,152.70         |              |
|                                      |              |      |            |      |            |                            |                     |              |
| Deputy General Manager               | 199          | EX   | Exempt     | 1    |            |                            | \$19,752.85         |              |
|                                      |              |      |            | 2    |            |                            | \$20,246.68         |              |
|                                      |              |      |            | 3    |            |                            | \$20,752.94         |              |
|                                      |              |      |            | 4    |            |                            | \$21,271.69         |              |
|                                      |              |      |            | 5    | \$125.7895 | \$10,063.16                | \$21,803.52         | \$261,642    |

| Glassification Title         Step         Hourly         Weekly         Monthly         Annually           Deputy General Manager         199         EX         Exempt         6         512.031.47         522.348.6         528.137           Deputy General Manager of Maintenance         188         UN         Exempt         1         565.074         55.066         551.328.00         528.177         51.575         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.525         51.83.00         58.374         55.60.66         51.21.477         51.40.418         51.42.19         54.64.90         57.83.55         51.52.85         51.52.85         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51.55         51                                                                                                                                                                            | Classification Title                        | Salary Banga | Unit | FLSA   | Stop | Hourly     | Weekly              | Monthly     | Annually           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------|------|--------|------|------------|---------------------|-------------|--------------------|
| P       5132.1577       51.07.25       52.207.35       5274.888         B       5135.8476       511.107.81       524.066.93       5288.803         Deputy Manager of Maintenance       185       UN       Exempt       1       565.0794       55.206.36       511.280.45       5135.365         2       566.7064       55.3355       511.52.33       513.837.00       534.8475       51.440.97       511.451.01       5142.177         3       563.7364       55.469.97       511.451.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.51       514.44.131.44.141       514.51.51       514.44.131.44.141       514.51.51       514.44.131.44.141       514.51.51       514.44.131.44.141       514.51.51       514.44.131.44.141       514.51.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51       514.45.51 <th></th> <th></th> <th></th> <th></th> <th>-</th> <th></th> <th></th> <th></th> <th>•</th>                                                                        |                                             |              |      |        | -    |            |                     |             | •                  |
| 8         5135.6465         5108.86.97         52.817.60           9         5138.8476         51107.81         524.066.9         528.80.93           Deputy Manager of Maintenance         18         UN         Exempt         1         550.066         51.15.62.35         51.18.52.35         51.38.70           3         568.3746         55.46.97         51.18.51.51         51.42.219         5.00.66         51.14.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.47.77         51.48.71         51.49.418         67.73.937         55.03.65         51.15.62.35         51.38.70         51.38.64         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.49.418         51.42.719         57.47.25         55.33.13.70         57.87.93         55.33.55         51.15.50.53         51.38.70         51.38.41.41.21.49.219         51.48.41.41.21.47.219         54.41.47.41         51.49.418         51.42.219         54.66.66         51.12.47.7         54.57.77         55.73.55         51.15.50.51         51.47.277         54.57.77         55.73.55         51.55.51.51.55.                                                                                                                     | Deputy General Manager                      | 199          | EA   | Exempt |      |            |                     |             |                    |
| 9         \$138.847         \$11,107.81         \$24,066.93         \$288,803           Deputy Manager of Maintenance         188         UN         Exempt         1         \$56,0706         \$51,326.5         \$11,520.3         \$138,750           3         \$56,0706         \$5,340.55         \$11,220.45         \$11,220.45         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.45         \$11,420.48         \$11,220.47         \$11,220.47         \$11,220.47         \$11,220.47         \$11,210.48         \$11,220.47         \$11,210.48         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$11,220.45         \$12,420.45         \$11,220.45         \$12,420.45         \$11,220.45         \$12,420.45         \$11,220.45         \$12,420.4                         |                                             |              |      |        |      |            |                     |             |                    |
| Deputy Manager of Maintenance         188         UN         Exempt         1         \$65.0794         \$5.203.6         \$11,204.5         \$133.55           2         \$66.7068         \$5.336.55         \$11,851.61         \$142,219           4         \$700832         \$5,640.57         \$11,851.61         \$142,219           4         \$700832         \$5,640.57         \$12,762.78         \$13,081.33         \$15,693.61           5         \$73.525         \$6,188.74         \$13,081.33         \$15,693.61         \$13,083.43         \$10,60.39           9         \$77.3592         \$6,188.74         \$13,084.34         \$10,562.35         \$11,562.35         \$11,582.64         \$13,084.34         \$10,492.219           4         \$700832         \$5,606.66         \$12,404.75         \$12,762.78         \$13,108.13         \$142,219           5         \$71,3836         \$5,746.85         \$11,892.44         \$13,048.44         \$149,418         \$14,417.77         \$14,773           5         \$71,3836         \$5,746.85         \$11,081.31         \$142,219         \$15,762.35         \$11,892.44         \$12,441.74         \$149,418         \$12,441.15         \$14,41.219         \$14,2139         \$14,314.14         \$14,41.214         \$12,441.14         \$14,41.414                                                                                                                                    |                                             |              |      |        |      |            |                     |             |                    |
| 2       \$66,7068       \$53,3655       \$11,851.63       \$11,821.63       \$11,821.63       \$14,21.9         4       \$70,0822       \$5,606.66       \$11,81.61       \$14,21.9       \$5,74.625       \$12,17.77       \$15,57.77         5       \$71,835.65       \$5,74.625       \$5,07.635       \$5,74.625       \$13,0.89.43       \$15,06.907         9       \$77,2522       \$6,188.74       \$13,0.89.43       \$15,06.907       \$13,0.89.43       \$15,0.603         9       \$77,2522       \$6,188.74       \$13,0.89.43       \$15,0.603       \$11,280.45       \$13,0.89.43       \$16,0.907         9       \$77,2522       \$6,188.74       \$13,0.81.93       \$15,0.605       \$11,247.75       \$14,57.73         2       \$56,6766       \$5,33.655       \$11,820.45       \$13,0.81.93       \$15,0.666       \$11,147.75       \$14,57.73         3       \$57,745.25       \$6,03.741       \$10,01.93       \$15,62.53       \$11,851.61       \$142,219         4       \$70,0322       \$5,60.66       \$11,44.74       \$14,79.74       \$14,57.745       \$13,133       \$14,74.19       \$14,93.90         2       \$77,7522       \$6,03.741       \$13,01.94       \$14,97.91       \$11,851.61       \$12,762.78       \$13,764.43       \$12,764.7                                                                                                                                                                                           |                                             |              |      |        | 5    | JIJ0.0470  | JII,107.01          | JZ4,000.JJ  | 7200,005           |
| 3         663.74         55,409.77         51,45,77           4         570.083         55,706.85         512,47,77           5         571,836         55,706.75         512,707,78         515,508.75           7         575,472         50,370,433         512,067,70         513,515.31           7         577,472         50,373,731         513,081.3         516,939           9         577,293         55,184.74         513,408.94         516,4930           9         577,293         55,184.74         513,408.94         516,4930           2         566,708         55,346.55         511,552.33         513,516.15         5142,219           3         568,376         55,469.37         511,851.61         5142,219           4         577,0835         55,469.35         512,472.73         513,516.1         5142,219           4         577,0835         55,469.35         512,472.73         513,516.1         5142,219           5         571,8356         512,472.73         513,516.1         5142,219           5         571,8355         513,563.5         513,563.5         513,563.5         513,563.5           5         571,8356         512,471.3         513,508.5                                                                                                                                                                                                                                                                             | Deputy Manager of Maintenance               | 188          | UN   | Exempt | 1    | \$65.0794  | \$5,206.36          | \$11,280.45 | \$135,365          |
| 4         55,06.66         \$12,147.77         \$145,773           5         \$71,836         \$5,746.85         \$12,761.78         \$153,153           7         \$75,472         \$50,037.41         \$13,081.93         \$160,993           9         \$77,2933         \$60,347.47         \$13,308.94         \$160,990           9         \$77,2933         \$5,043.47         \$13,740.44         \$164,930           Deputy Manager of Operations         188         UN         Exempt         1         \$66,706         \$5,206.55         \$11,562.53         \$13,8750           3         \$66,708         \$5,206.56         \$11,280.45         \$142,219         \$4,270,033         \$5,606.66         \$12,147.77         \$145,715         \$142,215           4         \$70,083         \$5,606.66         \$12,147.77         \$145,771         \$15,771         \$15,771,785         \$5,714,855         \$12,451.51         \$149,418         \$142,2151           5         \$5,066.66         \$12,147.77         \$145,773         \$13,801.81         \$142,413         \$142,2151         \$142,8151         \$149,418         \$142,1151         \$149,418         \$142,1151         \$149,418         \$142,1151         \$149,418         \$143,413         \$156,766         \$12,406.2         \$143,413 <td></td> <td></td> <td></td> <td></td> <td>2</td> <td>\$66.7068</td> <td>\$5<i>,</i>336.55</td> <td>\$11,562.53</td> <td>\$138,750</td> |                                             |              |      |        | 2    | \$66.7068  | \$5 <i>,</i> 336.55 | \$11,562.53 | \$138,750          |
| 5         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.436.3         57.437.3         57.447.4         57                                                                                                               |                                             |              |      |        | 3    | \$68.3746  | \$5 <i>,</i> 469.97 | \$11,851.61 | \$142,219          |
| 6       \$73,54726       \$6,73781       \$12,762.78       \$13,133         7       \$75,4726       \$6,7381       \$13,081.93       \$16,9393         8       \$77.3592       \$6,188.74       \$13,081.93       \$16,9391         9       \$79.2933       \$6,484.47       \$13,744.19       \$16,9391         9       \$79.2933       \$6,484.47       \$13,744.19       \$16,4930         1       \$65.0768       \$53,5355       \$11,553,553       \$13,87,773         5       \$56,7088       \$53,465.97       \$11,280.45       \$13,42,219         4       \$70.0832       \$5,60.66       \$12,147.77       \$14,57,73         5       \$71,8356       \$57,468.85       \$12,461.71       \$14,57,73         5       \$71,8356       \$57,468.87       \$13,40.94       \$10,007         9       \$77,2933       \$6,343.47       \$13,744.19       \$16,007         9       \$77,2933       \$6,343.47       \$13,744.19       \$16,007         9       \$77,2933       \$6,343.47       \$13,744.10       \$14,2133         8       \$77,37352       \$6,188.74       \$13,744.10       \$14,2133         9       \$57,270       \$15,774.81       \$13,744.10       \$14,312.83      <                                                                                                                                                                                                                                                                                   |                                             |              |      |        | 4    | \$70.0832  | \$5,606.66          | \$12,147.77 | \$145,773          |
| 7       575,725       50,378.11       513,061.93       516,69.83         8       577,3592       56,187.4       513,003.94       510,007         9       579,2933       56,387.4       513,003.94       510,007         1       565,0794       55,206.35       511,280.45       5133,355         2       566,0786       55,336.55       511,651.61       5142,219         3       568,3746       55,409.97       511,851.61       5142,219         4       570,0382       55,006.65       512,471.77       5143,773         5       571,3535       55,746.85       512,471.77       5143,773         5       571,3535       55,746.85       512,471.77       5143,773         6       573,5335       512,473.77       513,515.944,43       514,413.913         757,5727       56,037.81       513,061.93       512,772.78       513,163.93         8       577,3592       56,633.61       512,740.43       514,930         Deputy Manager of Strategic Planning &       1       S66,332       55,603.61       512,742.43       5142,133         57,5427       56,033.61       512,742.43       5142,133       514,443       5142,133         57,5428       55,743                                                                                                                                                                                                                                                                                                                        |                                             |              |      |        | 5    | \$71.8356  | \$5,746.85          | \$12,451.51 | \$149,418          |
| 8         \$77.352         \$6,188.74         \$13,040.94         \$109.907           9         \$79.2933         \$6,343.47         \$13,744.19         \$164,930           Deputy Manager of Operations         188         UN         Exempt         1         \$66,708         \$5,535.55         \$11,520.45         \$133,135           3         \$66,3768         \$53,355         \$11,520.45         \$133,135         \$11,520.45         \$133,135           5         \$71,8356         \$57,468.55         \$12,702.75         \$13,31.51         \$149,418           6         \$73,333         \$5,800.51         \$12,702.78         \$133,135         \$15,742.85         \$13,742.19         \$160,907           9         \$77.3592         \$6,188.74         \$13,744.19         \$160,907         \$75,747.25         \$6,138.74         \$13,744.19         \$160,907           9         \$77.3592         \$6,188.74         \$13,744.19         \$160,907         \$75,747.25         \$13,00.34         \$12,042.65         \$144,103         \$149,213           8         \$77,3592         \$6,188.74         \$13,744.10         \$149,314         \$142,633           9         \$27,2733         \$5,666.65         \$11,444.3         \$142,133         \$75,748         \$12,441.05                                                                                                                                                                 |                                             |              |      |        | 6    |            |                     |             |                    |
| 9       \$79.233       \$6,343.47       \$13,744.19       \$164,303         Deputy Manager of Operations       188       UN       Exempt       1       \$65,0794       \$5,206.36       \$11,280.45       \$135,365         2       \$66,6706       \$5,336.55       \$11,562.53       \$134,717       \$142,719         4       \$70,033       \$5,609.76       \$12,407.77       \$143,773         5       \$71,8356       \$5,746.85       \$12,417.77       \$143,773         5       \$71,8356       \$5,746.85       \$12,42.19         4       \$70,0332       \$5,606.66       \$11,447.47       \$142,713         5       \$77,3293       \$6,134.47       \$13,081.93       \$150,893         7       \$77,572.85       \$6,138.41       \$14,01.49       \$164,930         Deputy Manager of Strategic Planning &         Resources       189       UN       Exempt       1       \$66,332       \$5,466.66       \$11,444.43       \$142,133         7       \$77,3293       \$5,74.43       \$12,440.62       \$145,687       \$13,746       \$142,413         8       \$12,773.25       \$6,138.10       \$12,762.52       \$153,063       \$12,762.52       \$153,063         9       \$574.421 <td></td> <td></td> <td></td> <td></td> <td>7</td> <td>\$75.4726</td> <td>\$6,037.81</td> <td>\$13,081.93</td> <td>\$156,983</td>                                                                                                                                        |                                             |              |      |        | 7    | \$75.4726  | \$6,037.81          | \$13,081.93 | \$156,983          |
| Deputy Manager of Operations         188         UN         Exempt         1         \$65.0794         \$52,063.6         \$11,280.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,80.45         \$132,40.75         \$134,81.61         \$142,71.77         \$142,71.77         \$152,762.75         \$53,71.835         \$5,60.81         \$13,01.83         \$156,933         \$57,472.55         \$63,138.1         \$13,01.93         \$156,933           Deputy Manager of Strategic Planning &         189         UN         Exempt         1         \$68,332         \$5,746.85         \$12,44.43         \$142,133           2         \$70,0419         \$5,603.41         \$13,074.02         \$143,012         \$11,752.65         \$13,064         \$140,02         \$143,012         \$141,752.65         \$13,064         \$140,810         \$149,229         \$73,182         \$6,182.04         \$                                     |                                             |              |      |        | 8    |            |                     |             |                    |
| 2       \$66,7068       \$5,33,655       \$11,52,23       \$138,750         3       \$68,3746       \$5,469,97       \$11,851.61       \$14,219         4       \$70,0832       \$5,666,66       \$12,47,77       \$145,773         5       \$71,8356       \$5,746,85       \$12,472,77       \$12,752,78         6       \$73,6313       \$5,806,66       \$12,47,773       \$12,752,78       \$13,081,93       \$156,983         8       \$77,3522       \$6,188,74       \$13,040,93       \$156,983       \$5,77,352       \$6,518,74       \$13,040,93       \$164,930         Deputy Manager of Strategic Planning &       #       #       \$56,333,62       \$12,441,042       \$145,873         8       \$77,3529       \$5,183,74       \$13,041,93       \$146,930         Deputy Manager of Strategic Planning &       #       \$57,0479       \$5,603,46       \$12,441,042       \$149,329         4       \$73,5830       \$5,887,04       \$12,447,15       \$149,329       \$144,1042       \$149,329         5       \$75,1726       \$6,603,416       \$13,0744       \$149,329       \$14,3124       \$1149,325         5       \$75,4726       \$6,634,16       \$13,0744       \$149,326       \$16,876       \$17,752       \$15,872,44                                                                                                                                                                                                                          |                                             |              |      |        | 9    | \$79.2933  | \$6,343.47          | \$13,744.19 | \$164,930          |
| 2       \$66,7068       \$5,33,655       \$11,52,23       \$138,750         3       \$68,3746       \$5,469,97       \$11,851.61       \$14,219         4       \$70,0832       \$5,666,66       \$12,47,77       \$145,773         5       \$71,8356       \$5,746,85       \$12,472,77       \$12,752,78         6       \$73,6313       \$5,806,66       \$12,47,773       \$12,752,78       \$13,081,93       \$156,983         8       \$77,3522       \$6,188,74       \$13,040,93       \$156,983       \$5,77,352       \$6,518,74       \$13,040,93       \$164,930         Deputy Manager of Strategic Planning &       #       #       \$56,333,62       \$12,441,042       \$145,873         8       \$77,3529       \$5,183,74       \$13,041,93       \$146,930         Deputy Manager of Strategic Planning &       #       \$57,0479       \$5,603,46       \$12,441,042       \$149,329         4       \$73,5830       \$5,887,04       \$12,447,15       \$149,329       \$144,1042       \$149,329         5       \$75,1726       \$6,603,416       \$13,0744       \$149,329       \$14,3124       \$1149,325         5       \$75,4726       \$6,634,16       \$13,0744       \$149,326       \$16,876       \$17,752       \$15,872,44                                                                                                                                                                                                                          | Deputy Manager of Operations                | 188          | UN   | Exempt | 1    | \$65.0794  | \$5.206.36          | \$11.280.45 | \$135.365          |
| 3       568.37.40       55.469.97       \$11.81.61       \$142,219         4       570.0832       \$5,666.66       \$12,147.77       \$145,773         5       571.856       \$5,74.856       \$51,48.151       \$12,451.51       \$12,451.51       \$12,451.51       \$12,412.77         7       \$75.4726       \$6,037.81       \$13,081.93       \$156,6933       \$5       \$13,481.54       \$143,013.94       \$160,007         9       \$79.2333       \$6,343.47       \$13,744.19       \$164,930       \$166,933       \$12,444.13       \$142,213         Resources       189       UN       Exempt       1       \$66.3332       \$5,466.65       \$11,244.43       \$142,213         7       \$79.2433       \$6,34.44       \$142,213       \$16,930       \$11.861.91       \$144,213         8       \$77.325       \$5,183.44       \$12,40.62       \$145,687       \$13,80.44       \$142,213         8       \$77.325       \$5,63.36       \$12,44.10       \$149,329       \$15,688       \$15,872.44       \$10,410       \$149,329         9       \$5,871.45       \$15,752.65       \$13,004.02       \$15,688       \$13,752.65       \$13,004.02       \$16,688       \$13,752.65       \$13,041.25       \$16,888       \$16,666.50 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                                                                             |                                             |              |      |        |      |            |                     |             |                    |
| 4       \$70.0832       \$5,066.66       \$12,147.77       \$145,773         5       \$71.8356       \$5,743.85       \$51,245.15       \$149.418         6       \$73.631       \$5,890.55       \$12,727.87       \$51,313         7       \$75,4726       \$6,033.81       \$13,081.93       \$156,983         8       \$77.3923       \$6,183.47       \$13,408.94       \$160,907         9       \$79.2933       \$6,183.47       \$13,408.94       \$160,907         9       \$79.2933       \$5,618.47       \$13,408.94       \$160,907         9       \$79.2933       \$5,618.47       \$13,408.94       \$160,907         9       \$79.2933       \$5,618.47       \$13,408.94       \$142,133         2       \$570.0419       \$5,603.65       \$11,844.43       \$142,133         2       \$57.043.81       \$5,743.43       \$12,140.62       \$143,627         4       \$73.580       \$5,887.04       \$12,757.26       \$13,040.24       \$169,810         5       \$57.473.81       \$5,043.41       \$14,072.26       \$156,888       \$14,830.75       \$17,757.26       \$153,068       \$13,737.55       \$164,830         7       \$79.2425       \$6,185.00       \$13,400.44       \$10,810                                                                                                                                                                                                                                                                  |                                             |              |      |        |      |            |                     |             |                    |
| S       \$71.8356       \$5,746.85       \$12,451.51       \$14.94.18         6       \$73.6313       \$5,890.31       \$12,762.78       \$153.133         7       \$75.7427       \$6,031.31       \$13,08.94       \$160.907         9       \$79.2933       \$5,648.74       \$13,408.94       \$160.907         9       \$79.2933       \$5,648.74       \$13,408.94       \$160.907         9       \$70.2933       \$5,648.66       \$11,844.43       \$142,133         Resources       189       UN       Exempt       1       \$68.3332       \$5,466.66       \$11,844.43       \$142,132         2       \$70.0419       \$5,603.66       \$11,244.41       \$144,9329       \$4,573.580       \$5,887.04       \$12,740.27       \$156.683         3       \$71.7928       \$5,743.60       \$13,074.02       \$156.888       \$13,074.02       \$156.888         5       \$75.4270       \$6,03.16       \$13,074.02       \$166.883       \$17,122       \$5,743.05       \$13,404.84       \$142,132         4       \$73.258       \$5,887.04       \$13,404.84       \$142,132       \$13,404.84       \$142,132         5       \$75.4270       \$6,03.16       \$13,704.12       \$156.888       \$14,41.28       \$13,400.                                                                                                                                                                                                                                           |                                             |              |      |        | 4    |            |                     |             |                    |
| 6       \$73.6313       \$5,890.51       \$12,762.78       \$13,3153         7       \$75.4726       \$6,037.81       \$13,081.93       \$15,6933         8       \$77.3729       \$6,184.74       \$13,081.93       \$15,6933         9       \$79.2933       \$6,343.47       \$13,081.93       \$164,930         Deputy Manager of Strategic Planning &       1       \$68.3332       \$5,663.66       \$11,844.43       \$142,133         8       \$77.722       \$5,743.43       \$12,410.62       \$145,667       \$17,722       \$5,743.43       \$12,410.162       \$145,667         3       \$71.722       \$5,743.43       \$12,444.10       \$149,2133       \$15,603.66       \$11,844.43       \$142,752.6       \$153,063         6       \$77.312       \$6,034.16       \$13,074.02       \$156,688       \$15,752.06       \$13,064.03       \$160,810         6       \$77.322       \$5,633.62       \$13,735.85       \$164,808       \$160,810       \$160,810       \$14,072.62       \$168,891         9       \$83.2753       \$6,661.50       \$14,444.34       \$142,752.76       \$15,827.94       \$190,475         9       \$33.2753       \$6,61.50       \$14,472.85       \$167,505       \$14,470.26       \$168,951         9<                                                                                                                                                                                                                        |                                             |              |      |        | 5    |            |                     |             |                    |
| P       \$75,4726       \$6,037.81       \$13,081.93       \$156,983         8       \$77.3592       \$6,188.74       \$13,049.94       \$160,907         9       \$79.2933       \$6,343.47       \$13,744.19       \$164,930         Deputy Manager of Strategic Planning &       1       \$68.3332       \$5,666.66       \$11,844.43       \$142,133         Resources       189       UN       Exempt       1       \$68.3332       \$5,636.66       \$11,844.43       \$149,129         3       \$71.7928       \$5,743.45       \$12,446.10       \$149,329       \$45,687       \$5,87.04       \$12,752.65       \$113,074.02       \$156,688         6       \$77.3125       \$6,185.00       \$13,074.02       \$156,688       \$16,870       \$13,074.02       \$156,688         6       \$77.3125       \$6,185.00       \$13,074.02       \$156,688       \$16,891       \$17,572.85       \$16,8901         7       \$79.2452       \$6,393.02       \$13,074.81       \$10,010       \$15,688       \$14,313       \$12,655.66       \$11.844.31       \$12,655.688       \$16,891       \$13,074.02       \$15,688       \$16,891       \$10,012       \$15,688       \$16,891       \$10,012       \$15,688       \$16,891       \$12,755.6       \$16,891       \$17,59                                                                                                                                                                                              |                                             |              |      |        | 6    |            |                     |             |                    |
| Deputy Manager of Strategic Planning &         8         \$77.3592         \$6,188.74         \$13,408.94         \$160,907           Resources         189         VN         Exempt         1         \$68.3332         \$5,466.65         \$11,844.43         \$142,133           3         \$71.7928         \$5,743.45         \$12,446.62         \$145,687         \$13,740.19         \$145,687           3         \$71.7928         \$5,743.43         \$12,446.10         \$149,329         \$4         \$73,5880         \$5,887.04         \$12,755.26         \$15,688           6         \$77.3125         \$6,189.14         \$12,755.26         \$16,890.1         \$14,010.92         \$16,889.1           7         \$79.2452         \$6,391.62         \$13,758.52         \$16,890.1         \$14,010.92         \$16,889.1           6         \$77.3125         \$6,680.51         \$17,028         \$16,891.1         \$14,010.92         \$16,895.1           9         \$83.2573         \$6,660.59         \$14,41.18         \$10,975         \$16,89.51         \$17,926         \$16,98.51           9         \$81.265         \$6,79.325         \$15,872.91         \$15,872.91         \$19,475         \$16,89.13         \$17,979.85         \$19,278           9         \$101.0813                                                                                                                                                              |                                             |              |      |        | 7    |            |                     |             |                    |
| Deputy Manager of Strategic Planning &<br>Resources         189         UN         Exempt         1         \$68.3332<br>\$71.7928         \$5,764.66<br>\$11,844.43         \$142,133<br>\$142,133           3         \$71.7928         \$5,734.34         \$12,440.10         \$149,329<br>\$149,329           4         \$73.580         \$5,887.04         \$12,755.26         \$153,063<br>\$12,755.26         \$153,063<br>\$12,000         \$12,752.62         \$13,070.02         \$168,8310<br>\$179,2452         \$63,336.20         \$13,070.84         \$160,810<br>\$10,770         \$50,341.62         \$14,41.28         \$168,851           5         \$75,477         \$60,341.60         \$13,074.02         \$168,851         \$9         \$83,2573         \$6,660.50         \$14,41.28         \$173,175         \$168,951           9         \$83,2573         \$6,660.50         \$14,41.28         \$173,175         \$16,8951         \$9         \$83,2573         \$6,660.50         \$14,41.28         \$173,175           Director of Engineering         195         UN         Exempt         1         \$91,5746         \$7,509.16         \$16,269,85         \$195,238         \$190,475           5         \$101,013         \$8,086.51         \$17,507.85         \$210,500.85         \$195,238         \$15,507.78         \$12,507.85         \$212,507.85         \$212,507.85                                                            |                                             |              |      |        | 8    |            | \$6,188.74          | \$13,408.94 | \$160,907          |
| Resources       189       UN       Exempt       1       \$68.3332       \$5,466.66       \$11,844.43       \$142,133         2       \$70.0419       \$5,03.36       \$12,140.62       \$149,329         3       \$71.7928       \$5,743.43       \$12,444.10       \$149,329         4       \$73.5880       \$5,887.04       \$12,755.26       \$153,063         5       \$75.4270       \$6,034.16       \$13,074.02       \$156,888         6       \$77.3125       \$6,185.00       \$13,400.84       \$160,810         7       \$79.2452       \$6,339.62       \$13,735.88       \$164,830         8       \$81.2265       \$6,494.12       \$14,079.26       \$166,8951         9       \$83.2573       \$6,660.59       \$14,41.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         5       \$101.013       \$8,086.15       \$17,520.78       \$210,249       \$10,175       \$10,61986       \$8,49.39       \$17,932.35       \$20,5122         9       \$111.5750       \$8,286.01       \$17,520.78       \$210,249       \$10,6486       \$19,399.67       \$220,973         9                                                                                                                                                                                                                                                                         |                                             |              |      |        | 9    | \$79.2933  | \$6,343.47          | \$13,744.19 | \$164,930          |
| Resources       189       UN       Exempt       1       \$68.3332       \$5,466.66       \$11,844.43       \$142,133         2       \$70.0419       \$5,03.36       \$12,140.62       \$149,329         3       \$71.7928       \$5,743.43       \$12,444.10       \$149,329         4       \$73.5880       \$5,887.04       \$12,755.26       \$153,063         5       \$75.4270       \$6,034.16       \$13,074.02       \$156,888         6       \$77.3125       \$6,185.00       \$13,400.84       \$160,810         7       \$79.2452       \$6,339.62       \$13,735.88       \$164,830         8       \$81.2265       \$6,494.12       \$14,079.26       \$166,8951         9       \$83.2573       \$6,660.59       \$14,41.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         5       \$101.013       \$8,086.15       \$17,520.78       \$210,249       \$10,175       \$10,61986       \$8,49.39       \$17,932.35       \$20,5122         9       \$111.5750       \$8,286.01       \$17,520.78       \$210,249       \$10,6486       \$19,399.67       \$220,973         9                                                                                                                                                                                                                                                                         |                                             |              |      |        |      |            |                     |             |                    |
| 2       \$70.0419       \$5,603.36       \$12,140.62       \$145,687         3       \$71.7928       \$5,743.43       \$12,444.10       \$149,329         4       \$73.580       \$5,887.04       \$12,755.26       \$13,074.02       \$156,888         6       \$77.3125       \$6,034.16       \$13,074.02       \$156,888         6       \$77.3125       \$6,185.00       \$13,400.84       \$160,810         7       \$79.2452       \$6,33.962       \$13,735.85       \$164,830         8       \$81.2265       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,32.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,676.60       \$200,119         4       \$98.6164       \$7,889.32       \$17,093.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,50.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,50.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,50.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,50.78       \$210,249         6 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                                                                                                                                    |                                             |              |      |        |      |            |                     |             |                    |
| 3       \$71.792       \$5,743.43       \$12,441.01       \$149.392         4       \$73.588       \$5,877.04       \$12,755.26       \$15,30,63         5       \$75.4270       \$6,034.16       \$13,074.02       \$16,8810         6       \$77.7125       \$6,185.00       \$13,400.44       \$160,810         7       \$79.2452       \$6,39.02       \$13,735.85       \$164,830         8       \$81.2265       \$6,498.12       \$14,079.26       \$168,951         9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,32.59       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238       \$210,219         3       \$96.211       \$7,696.89       \$16,676.60       \$200,119         4       \$98.6164       \$7,889.32       \$17,953.85       \$215,506         5       \$101.0813       \$8,086.51       \$17,502.78       \$220,893         8       \$108.8539       \$8,708.32       \$18,407.77       \$220,893         9       \$111.5750       \$8,286.00       \$13,405.77       \$220,893         9 <td>Resources</td> <td>189</td> <td>UN</td> <td>Exempt</td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                                                                                                                      | Resources                                   | 189          | UN   | Exempt |      |            |                     |             |                    |
| 4       \$73.588       \$5,887.04       \$12,755.26       \$153,063         5       \$75.4270       \$6,034.16       \$13,074.02       \$156,888         6       \$77.3125       \$6,180.0       \$13,400.84       \$160,810         7       \$79.2452       \$6,396.05       \$14,401.28       \$168,951         9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,260.85       \$195,238       \$16,676.00       \$200,119         4       \$98.6164       \$7,889.32       \$17,093.53       \$205,122       \$5       \$101.0813       \$8,086.51       \$17,520.78       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8       \$215,207.8 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                      |                                             |              |      |        |      |            |                     |             |                    |
| 5       \$75,4270       \$6,034.16       \$13,074.02       \$156,888         6       \$77,3125       \$6,185.00       \$13,400.84       \$160,810         7       \$79,2452       \$6,639.62       \$13,735.85       \$164,830         8       \$81,2255       \$6,640.59       \$14,41.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91,5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93,8645       \$7,509.16       \$16,629.85       \$195,238       \$16,676.00       \$200,119         4       \$98,6164       \$7,889.32       \$17,093.53       \$210,249       \$210,249       \$6       \$103,0687       \$17,528.85       \$210,249         6       \$103,6087       \$8,828.70       \$21,758.85       \$210,249       \$20,893       \$16,676.00       \$200,119         4       \$98,6164       \$7,889.32       \$17,078.55       \$210,249       \$13,074.77       \$220,893         8       \$103,6087       \$8,828.70       \$17,528.85       \$215,056       \$14,917.77       \$220,893         8       \$108,8539       \$8,708.32       \$18,860.85       \$215,906       \$111,5750       \$8,926.00       \$19,339.67       \$232,076                                                                                                                                                                                                                                          |                                             |              |      |        |      |            |                     |             |                    |
| 6       \$77,3125       \$6,185.00       \$13,400.84       \$160,810         7       \$79,2452       \$6,339.62       \$13,735.85       \$164,830         8       \$81,2265       \$6,6498.12       \$14,079.26       \$168,951         9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238         3       \$96.2111       \$7,696.89       \$16,676.05       \$200,119         4       \$98.6164       \$7,789.32       \$17,093.35       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.00       \$17,795.85       \$212,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.6087       \$8,108.633       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         1       \$83.0582       \$6,644.66       \$14,396.77       \$172,618         2       \$85.1347       \$6,81                                                                                                                                                                                                                                                                                 |                                             |              |      |        |      |            |                     |             |                    |
| 7       \$79.2452       \$6,339.62       \$13,735.85       \$164,830         8       \$81.2265       \$6,498.12       \$14,079.26       \$168,951         9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238       \$356.2111       \$7,696.89       \$16,676.60       \$201,119         4       \$98.6164       \$7,89.32       \$17,093.53       \$205,122       \$5\$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,860.35       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080       \$19,393.67       \$212,706                                                                                                                                                                                                                                                                 |                                             |              |      |        |      |            |                     |             |                    |
| 8       \$81.2265       \$6,498.12       \$14,079.26       \$168,951         9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238       \$15,676.60       \$200,119         4       \$98.6164       \$7,889.32       \$17,093.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,800       3       \$87.2630       \$6,981.04       \$15,125.59       \$18,603         5       \$91.6813       \$7,334.51       \$15,891.4                                                                                                                                                                                                                                                                    |                                             |              |      |        |      |            |                     |             |                    |
| 9       \$83.2573       \$6,660.59       \$14,431.28       \$173,175         Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238         3       \$96.2111       \$7,696.89       \$16,676.00       \$200,119         4       \$98.6164       \$7,889.32       \$17,093.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,920.73       \$210,249         6       \$101.0813       \$8,085.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,920.73       \$220,976         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,860.3       \$226,416         9       \$111.5750       \$8,926.00       \$19,330.67       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$17,708         3       \$87.2630       \$6,981.04       \$15,155.59       \$181,507         4       \$88.4                                                                                                                                                                                                                                                                                 |                                             |              |      |        |      |            |                     |             |                    |
| Director of Engineering       195       UN       Exempt       1       \$91.5746       \$7,325.97       \$15,872.94       \$190,475         2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238         3       \$96.2111       \$7,696.89       \$16,676.60       \$200,119         4       \$98.6164       \$7,889.32       \$17,93.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$210,249         6       \$108.6183       \$8,086.51       \$17,520.78       \$220,283         8       \$108.8539       \$8,708.32       \$18,807.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,860.3       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$17,708         2       \$87.1347       \$6,810.78       \$14,756.69       \$17,708       \$36,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.50       \$16,510.78       \$18,6045       \$91,6813       \$7,334.51       \$1                                                                                                                                                                                                                                                                   |                                             |              |      |        |      |            |                     |             |                    |
| 2       \$93.8645       \$7,509.16       \$16,269.85       \$195,238         3       \$96.2111       \$7,696.89       \$16,676.60       \$200,119         4       \$98.6164       \$7,889.32       \$17,093.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,860.3       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080       3       \$87.2630       \$6,981.04       \$15,125.59       \$18,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464       \$19,507       \$15,203.78       \$16,028                                                                                                                                                                                                                                                                                                              |                                             |              |      |        | 9    | \$83.2573  | \$6,660.59          | \$14,431.28 | \$173,175          |
| 3       \$96.2111       \$7,696.89       \$16,676.00       \$200,119         4       \$98.6164       \$7,89.32       \$17,093.53       \$205,122         5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8533       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$18,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,043         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,644                                                                                                                                                                                                                                                                                                                                                                   | Director of Engineering                     | 195          | UN   | Exempt | 1    | \$91.5746  | \$7,325.97          | \$15,872.94 | \$190,475          |
| 4\$98.6164\$7,889.32\$17,093.53\$205,1225\$101.0813\$8,086.51\$17,520.78\$210,2496\$103.6087\$8,288.70\$17,958.85\$215,5067\$106.1986\$8,495.89\$18,407.77\$220,8938\$108.8539\$8,708.32\$18,868.03\$226,4169\$111.5750\$8,926.00\$19,339.67\$232,076UNExempt1\$83.0582\$6,644.66\$14,396.77\$172,7612\$85.1347\$6,810.78\$14,756.69\$177,0803\$87.2630\$6,981.04\$15,125.59\$18,60454\$89.4448\$7,155.59\$15,503.78\$186,0455\$91.6813\$7,334.51\$15,891.44\$190,6976\$93.9731\$7,517.85\$16,288.68\$19,5464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |              |      |        | 2    | \$93.8645  | \$7,509.16          | \$16,269.85 | \$195,238          |
| 5       \$101.0813       \$8,086.51       \$17,520.78       \$210,249         6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.9       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.9       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,34.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |              |      |        | 3    | \$96.2111  | \$7,696.89          | \$16,676.60 | \$200,119          |
| 6       \$103.6087       \$8,288.70       \$17,958.85       \$215,506         7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$17,2761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,34.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             |              |      |        | 4    | \$98.6164  | \$7,889.32          | \$17,093.53 | \$205,122          |
| 7       \$106.1986       \$8,495.89       \$18,407.77       \$220,893         8       \$108.8539       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |              |      |        | 5    | \$101.0813 | \$8,086.51          | \$17,520.78 | \$210,249          |
| 8       \$108.8539       \$8,708.32       \$18,868.03       \$226,416         9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |              |      |        | 6    | \$103.6087 | \$8,288.70          | \$17,958.85 | \$215,506          |
| 9       \$111.5750       \$8,926.00       \$19,339.67       \$232,076         Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             |              |      |        | 7    | \$106.1986 | \$8,495.89          | \$18,407.77 | \$220,893          |
| Director of External and Government Affairs       193       UN       Exempt       1       \$83.0582       \$6,644.66       \$14,396.77       \$172,761         2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |              |      |        | 8    | \$108.8539 | \$8,708.32          | \$18,868.03 | \$226,416          |
| 2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |              |      |        | 9    | \$111.5750 | \$8 <i>,</i> 926.00 | \$19,339.67 | \$232,076          |
| 2       \$85.1347       \$6,810.78       \$14,756.69       \$177,080         3       \$87.2630       \$6,981.04       \$15,125.59       \$181,507         4       \$89.4448       \$7,155.59       \$15,503.78       \$186,045         5       \$91.6813       \$7,334.51       \$15,891.44       \$190,697         6       \$93.9731       \$7,517.85       \$16,288.68       \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |              |      |        |      |            |                     |             |                    |
| 3\$87.2630\$6,981.04\$15,125.59\$181,5074\$89.4448\$7,155.59\$15,503.78\$186,0455\$91.6813\$7,334.51\$15,891.44\$190,6976\$93.9731\$7,517.85\$16,288.68\$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Director of External and Government Affairs | 193          | UN   | Exempt | 1    | \$83.0582  | \$6,644.66          | \$14,396.77 | \$172,761          |
| 4 \$89.4448 \$7,155.59 \$15,503.78 \$186,045<br>5 \$91.6813 \$7,334.51 \$15,891.44 \$190,697<br>6 \$93.9731 \$7,517.85 \$16,288.68 \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |              |      |        | 2    | \$85.1347  | \$6,810.78          | \$14,756.69 | \$177,080          |
| 5 \$91.6813 \$7,334.51 \$15,891.44 \$190,697<br>6 \$93.9731 \$7,517.85 \$16,288.68 \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |              |      |        | 3    | \$87.2630  | \$6,981.04          | \$15,125.59 | \$181,507          |
| 6 \$93.9731 \$7,517.85 \$16,288.68 \$195,464                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |              |      |        | 4    | \$89.4448  | \$7,155.59          | \$15,503.78 | \$186,045          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                             |              |      |        | 5    | \$91.6813  | \$7,334.51          | \$15,891.44 | \$190,697          |
| 7 \$96.3222 \$7,705.78 \$16,695.86 \$200,350                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |              |      |        | 6    | \$93.9731  | \$7,517.85          | \$16,288.68 | \$195,464          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                             |              |      |        | 7    | \$96.3222  | \$7,705.78          | \$16,695.86 | \$200 <i>,</i> 350 |

| Classification Title                        | Salary Range | Unit | FLSA   | Step | Hourly     | Weekly     | Monthly     | Annually  |
|---------------------------------------------|--------------|------|--------|------|------------|------------|-------------|-----------|
| Director of External and Government Affairs | 193          | UN   | Exempt | 8    | \$98.7303  | •          | \$17,113.27 | -         |
| Director of External and Government Analis  | 195          |      | Exempt | 9    | \$101.1986 |            | \$17,541.10 |           |
|                                             |              |      |        |      |            |            |             |           |
| Director of Finance                         | 195          | UN   | Exempt | 1    | \$91.5746  | \$7,325.97 | \$15,872.94 | \$190,475 |
|                                             |              |      |        | 2    | \$93.8645  | \$7,509.16 | \$16,269.85 | \$195,238 |
|                                             |              |      |        | 3    | \$96.2111  | \$7,696.89 | \$16,676.60 | \$200,119 |
|                                             |              |      |        | 4    | \$98.6164  | \$7,889.32 | \$17,093.53 | \$205,122 |
|                                             |              |      |        | 5    | \$101.0813 | \$8,086.51 | \$17,520.78 | \$210,249 |
|                                             |              |      |        | 6    | \$103.6087 | \$8,288.70 | \$17,958.85 | \$215,506 |
|                                             |              |      |        | 7    | \$106.1986 | \$8,495.89 | \$18,407.77 | \$220,893 |
|                                             |              |      |        | 8    |            |            | \$18,868.03 |           |
|                                             |              |      |        | 9    |            |            | \$19,339.67 |           |
| Director of Human Resources                 | 194          | UN   | Exempt | 1    | \$87.2140  | ¢6 077 12  | \$15,117.10 | ¢191 405  |
| Director of Human Resources                 | 194          | UN   | LXempt | 2    | \$89.3938  |            | \$15,494.94 |           |
|                                             |              |      |        | 2    |            |            | \$15,882.45 |           |
|                                             |              |      |        |      | \$91.6294  |            |             |           |
|                                             |              |      |        | 4    | \$93.9193  |            | \$16,279.36 |           |
|                                             |              |      |        | 5    | \$96.2678  |            | \$16,686.44 |           |
|                                             |              |      |        | 6    | \$98.6741  |            | \$17,103.52 |           |
|                                             |              |      |        | 7    | \$101.1414 |            | \$17,531.20 |           |
|                                             |              |      |        | 8    | \$103.6698 |            | \$17,969.45 | . ,       |
|                                             |              |      |        | 9    | \$106.2616 | \$8,500.93 | \$18,418.69 | \$221,024 |
| Director of Information Technology          | 194          | UN   | Exempt | 1    | \$87.2140  | \$6,977.12 | \$15,117.10 | \$181,405 |
|                                             |              |      |        | 2    | \$89.3938  | \$7,151.51 | \$15,494.94 | \$185,939 |
|                                             |              |      |        | 3    | \$91.6294  | \$7,330.36 | \$15,882.45 | \$190,589 |
|                                             |              |      |        | 4    | \$93.9193  |            | \$16,279.36 |           |
|                                             |              |      |        | 5    | \$96.2678  |            | \$16,686.44 |           |
|                                             |              |      |        | 6    | \$98.6741  |            | \$17,103.52 |           |
|                                             |              |      |        | 7    | \$101.1414 |            | \$17,531.20 |           |
|                                             |              |      |        | 8    | \$103.6698 |            | \$17,969.45 |           |
|                                             |              |      |        | 9    |            |            | \$18,418.69 |           |
| Director of Operations and Maintenance      | 195          | UN   | Evenet | 1    | \$91.5746  | 67 225 07  | \$15,872.94 | ¢100.475  |
| Director of Operations and Maintenance      | 195          | UN   | Exempt | 1    | •          |            |             | . ,       |
|                                             |              |      |        | 2    | \$93.8645  |            | \$16,269.85 |           |
|                                             |              |      |        | 3    |            |            | \$16,676.60 |           |
|                                             |              |      |        | 4    |            |            | \$17,093.53 |           |
|                                             |              |      |        | 5    |            |            | \$17,520.78 |           |
|                                             |              |      |        | 6    |            |            | \$17,958.85 |           |
|                                             |              |      |        | 7    |            |            | \$18,407.77 |           |
|                                             |              |      |        | 8    |            |            | \$18,868.03 |           |
|                                             |              |      |        | 9    | \$111.5750 | \$8,926.00 | \$19,339.67 | \$232,076 |
| Director of Operations and Maintenance (Y-  |              |      |        |      |            |            |             |           |
| Rated; Hired Before 1/23/2022)              | 208          | UN   | Exempt | 1    | \$117.1515 | \$9,372.12 | \$20,306.26 | \$243,675 |
| Director of Planning and Resources          | 195          | UN   | Exempt | 1    | \$91.5746  | \$7,325.97 | \$15,872.94 | \$190,475 |
|                                             |              |      | -      | 2    | \$93.8645  |            | \$16,269.85 |           |
|                                             |              |      |        | 3    | \$96.2111  |            | \$16,676.60 |           |
|                                             |              |      |        | 4    | \$98.6164  |            | \$17,093.53 |           |
|                                             |              |      |        | 5    |            |            | \$17,520.78 |           |
|                                             |              |      |        | 6    |            |            | \$17,958.85 |           |
|                                             |              |      |        | 7    |            |            | \$18,407.77 |           |
|                                             |              |      |        | 8    |            |            | \$18,868.03 |           |
|                                             |              |      |        | -    |            | . ,        | . ,         | . , -     |

| Classification Title<br>Director of Planning and Resources | Salary Range<br>195 | <b>Unit</b><br>UN | <b>FLSA</b><br>Exempt | Step<br>9 | <b>Hourly</b><br>\$111.5750 | <b>Weekly</b><br>\$8,926.00 | <b>Monthly</b><br>\$19,339.67 | <b>Annually</b><br>\$232,076 |
|------------------------------------------------------------|---------------------|-------------------|-----------------------|-----------|-----------------------------|-----------------------------|-------------------------------|------------------------------|
| Electrical & Instrumentation Technician I                  | 176                 | GU                | Non-exempt            | 1         | \$36.2419                   | \$2,899.36                  | \$6,281.95                    | \$75 <i>,</i> 383            |
|                                                            | 270                 |                   |                       | 2         | \$37.1481                   | \$2,971.85                  | \$6,439.01                    | \$77,268                     |
|                                                            |                     |                   |                       | 3         | \$38.0765                   | \$3,046.12                  | \$6,599.93                    | \$79,199                     |
|                                                            |                     |                   |                       | 4         | \$39.0289                   | \$3,122.32                  | \$6,765.03                    | \$81,180                     |
|                                                            |                     |                   |                       | 5         | \$40.0044                   | \$3,200.36                  | \$6,934.12                    | \$83,209                     |
|                                                            |                     |                   |                       | 6         | \$41.0049                   | \$3,280.40                  | \$7,107.54                    | \$85,290                     |
|                                                            |                     |                   |                       | 7         | \$42.0299                   | \$3,362.40                  | \$7,285.20                    | \$87,422                     |
|                                                            |                     |                   |                       | 8         | \$43.0803                   | \$3,446.43                  | \$7,467.27                    | \$89,607                     |
|                                                            |                     |                   |                       | 9         | \$44.1577                   | \$3,532.62                  | \$7,654.01                    | \$91,848                     |
| Electrical & Instrumentation Technician II                 | 179                 | GU                | Non-exempt            | 1         | \$41.9553                   | \$3,356.43                  | \$7,272.27                    | \$87,267                     |
|                                                            |                     |                   |                       | 2         | \$43.0049                   | \$3,440.40                  | \$7,454.20                    | \$89,450                     |
|                                                            |                     |                   |                       | 3         | ,<br>\$44.0799              | \$3,526.40                  | \$7,640.54                    | \$91,686                     |
|                                                            |                     |                   |                       | 4         | \$45.1818                   | \$3,614.55                  | \$7,831.53                    | \$93,978                     |
|                                                            |                     |                   |                       | 5         | \$46.3111                   | \$3,704.89                  | \$8,027.27                    | \$96,327                     |
|                                                            |                     |                   |                       | 6         | \$47.4688                   | \$3,797.51                  | \$8,227.94                    | \$98,735                     |
|                                                            |                     |                   |                       | 7         | \$48.6558                   | \$3,892.47                  | \$8,433.69                    | \$101,204                    |
|                                                            |                     |                   |                       | 8         | \$49.8722                   | \$3,989.78                  | \$8,644.53                    | \$103,734                    |
|                                                            |                     |                   |                       | 9         | \$51.1188                   | \$4,089.51                  | \$8,860.61                    |                              |
| Electrical & Instrumentation Technician III                | 181                 | GU                | Non-exempt            | 1         | \$46.2534                   | \$3,700.28                  | \$8,017.28                    | \$96,207                     |
|                                                            |                     |                   |                       | 2         | \$47.4097                   | \$3,792.78                  | \$8,217.69                    | \$98,612                     |
|                                                            |                     |                   |                       | 3         | \$48.5948                   | \$3,887.59                  | \$8,423.12                    |                              |
|                                                            |                     |                   |                       | 4         | \$49.8097                   | \$3,984.78                  | \$8,633.69                    | \$103,604                    |
|                                                            |                     |                   |                       | 5         | \$51.0544                   | \$4,084.36                  | \$8,849.45                    |                              |
|                                                            |                     |                   |                       | 6         | \$52.3313                   | \$4,186.51                  | \$9,070.78                    |                              |
|                                                            |                     |                   |                       | 7         | \$53.6395                   | \$4,291.16                  | \$9,297.52                    |                              |
|                                                            |                     |                   |                       | 8         | \$54.9803                   | \$4,398.43                  | \$9,529.94                    |                              |
|                                                            |                     |                   |                       | 9         | \$56.3553                   | \$4,508.43                  | \$9,768.27                    | \$117,219                    |
|                                                            |                     |                   |                       |           |                             |                             |                               |                              |
| Electrical & Instrumentation Technician IV                 | 182                 | GU                | Non-exempt            | 1         | \$48.5664                   | \$3,885.32                  | \$8,418.20                    | \$101,018                    |
|                                                            |                     |                   |                       | 2         | \$49.7799                   | \$3,982.40                  | \$8,628.54                    | \$103,542                    |
|                                                            |                     |                   |                       | 3         | \$51.0250                   | \$4,082.00                  | \$8,844.34                    |                              |
|                                                            |                     |                   |                       | 4         | \$52.3000                   | \$4,184.00                  | \$9,065.34                    |                              |
|                                                            |                     |                   |                       | 5         | \$53.6077                   | \$4,288.62                  | . ,                           |                              |
|                                                            |                     |                   |                       | 6         | \$54.9476                   | \$4,395.81                  |                               |                              |
|                                                            |                     |                   |                       | 7         | \$56.3217                   | \$4,505.74                  | \$9,762.44                    |                              |
|                                                            |                     |                   |                       | 8         | \$57.7299                   |                             | \$10,006.54                   |                              |
|                                                            |                     |                   |                       | 9         | \$59.1726                   | \$4,733.81                  | \$10,256.59                   | \$123,079                    |
| Employee and Labor Relations Advocate                      | 186                 | UN                | Exempt                | 1         | \$59.0327                   |                             | \$10,232.35                   |                              |
|                                                            |                     |                   |                       | 2         | \$60.5087                   |                             | \$10,488.19                   |                              |
|                                                            |                     |                   |                       | 3         | \$62.0212                   |                             | \$10,750.35                   |                              |
|                                                            |                     |                   |                       | 4         | \$63.5722                   |                             | \$11,019.19                   |                              |
|                                                            |                     |                   |                       | 5         | \$65.1611                   |                             | \$11,294.60                   |                              |
|                                                            |                     |                   |                       | 6         | \$66.7904                   |                             | \$11,577.02                   |                              |
|                                                            |                     |                   |                       | 7         | \$68.4601                   |                             | \$11,866.43                   |                              |
|                                                            |                     |                   |                       | 8         | \$70.1717                   |                             | \$12,163.11                   |                              |
|                                                            |                     |                   |                       | 9         | \$71.9255                   | \$5,754.04                  | \$12,467.09                   | \$149,605                    |
| Engineering Services Analyst                               | 182                 | PR                | Exempt                | 1         | \$48.5664                   | \$3,885.32                  | \$8,418.20                    | \$101,018                    |

| Classification Title               | Salary Banga        | Unit       | FLSA       | Ston      | Hourby                     | Weekly                   | Monthly                      | Appually                     |
|------------------------------------|---------------------|------------|------------|-----------|----------------------------|--------------------------|------------------------------|------------------------------|
| Engineering Services Analyst       | Salary Range<br>182 | Unit<br>PR |            | Step<br>2 | <b>Hourly</b><br>\$49.7799 | Weekly<br>\$3,982.40     | <b>Monthly</b><br>\$8,628.54 | <b>Annually</b><br>\$103,542 |
| Engineering Services Analyst       | 102                 | ۲N         | Exempt     | 2         |                            | \$4,082.00               | \$8,844.34                   |                              |
|                                    |                     |            |            | 3<br>4    | \$51.0250<br>\$52.3000     | \$4,082.00<br>\$4,184.00 | \$8,844.34<br>\$9,065.34     | \$106,132<br>\$108,784       |
|                                    |                     |            |            |           | \$52.5000<br>\$53.6077     |                          | \$9,005.54<br>\$9,292.01     |                              |
|                                    |                     |            |            | 5         | •                          | \$4,288.62               |                              |                              |
|                                    |                     |            |            | 6         | \$54.9476                  | \$4,395.81               | \$9,524.26                   |                              |
|                                    |                     |            |            | 7         | \$56.3217                  | \$4,505.74               | \$9,762.44                   |                              |
|                                    |                     |            |            | 8         | \$57.7299                  | \$4,618.40               | \$10,006.54                  |                              |
|                                    |                     |            |            | 9         | \$59.1726                  | \$4,733.81               | \$10,256.59                  | \$123,079                    |
| Engineering Services Specialist    | 179                 | UN         | Exempt     | 1         | \$41.9553                  | \$3 <i>,</i> 356.43      | \$7,272.27                   | \$87,267                     |
|                                    |                     |            |            | 2         | \$43.0049                  | \$3,440.40               | \$7 <i>,</i> 454.20          | \$89,450                     |
|                                    |                     |            |            | 3         | \$44.0799                  | \$3,526.40               | \$7,640.54                   | \$91,686                     |
|                                    |                     |            |            | 4         | \$45.1818                  | \$3,614.55               | \$7,831.53                   | \$93,978                     |
|                                    |                     |            |            | 5         | ,<br>\$46.3111             | \$3,704.89               | \$8,027.27                   | \$96,327                     |
|                                    |                     |            |            | 6         | \$47.4688                  | \$3,797.51               | \$8,227.94                   | \$98,735                     |
|                                    |                     |            |            | 7         | \$48.6558                  | \$3,892.47               | \$8,433.69                   | \$101,204                    |
|                                    |                     |            |            | 8         | \$49.8722                  | \$3,989.78               | \$8,644.53                   | \$103,734                    |
|                                    |                     |            |            | 9         | \$51.1188                  | \$4,089.51               | \$8,860.61                   |                              |
|                                    |                     |            |            | -         |                            | + .,                     | +-)                          | +/                           |
| Engineering Services Supervisor    | 185                 | SU         | Exempt     | 1         | \$56.2198                  | \$4,497.59               | \$9,744.78                   | \$116,937                    |
|                                    |                     |            |            | 2         | \$57.6260                  | \$4,610.08               | \$9 <i>,</i> 988.51          | \$119,862                    |
|                                    |                     |            |            | 3         | \$59.0664                  | \$4,725.32               | \$10,238.20                  | \$122,858                    |
|                                    |                     |            |            | 4         | \$60.5428                  | \$4,843.43               | \$10,494.10                  | \$125,929                    |
|                                    |                     |            |            | 5         | \$62.0563                  | \$4,964.51               | \$10,756.44                  |                              |
|                                    |                     |            |            | 6         | \$63.6077                  | \$5,088.62               | \$11,025.35                  |                              |
|                                    |                     |            |            | 7         | \$65.1976                  | \$5,215.81               | \$11,300.93                  |                              |
|                                    |                     |            |            | 8         | \$66.8279                  | \$5,346.24               | \$11,583.52                  |                              |
|                                    |                     |            |            | 9         | \$68.4986                  | \$5,479.89               | \$11,873.10                  |                              |
|                                    |                     |            |            |           |                            |                          |                              |                              |
| Engineering Technician             | 175                 | GU         | Non-exempt | 1         | \$34.5174                  | \$2,761.40               | \$5,983.04                   | \$71,796                     |
|                                    |                     |            |            | 2         | \$35.3803                  | \$2,830.43               | \$6,132.60                   | \$73 <i>,</i> 591            |
|                                    |                     |            |            | 3         | \$36.2645                  | \$2,901.16               | \$6,285.85                   | \$75,430                     |
|                                    |                     |            |            | 4         | \$37.1712                  | \$2,973.70               | \$6 <i>,</i> 443.02          | \$77,316                     |
|                                    |                     |            |            | 5         | \$38.1005                  | \$3,048.04               | \$6,604.09                   | \$79,249                     |
|                                    |                     |            |            | 6         | \$39.0529                  | \$3,124.24               | \$6,769.19                   | \$81,230                     |
|                                    |                     |            |            | 7         | \$40.0294                  | \$3,202.36               | \$6,938.45                   | \$83,261                     |
|                                    |                     |            |            | 8         | \$41.0299                  | \$3,282.40               | \$7,111.87                   | \$85,342                     |
|                                    |                     |            |            | 9         | \$42.0558                  | \$3,364.47               | \$7,289.69                   | \$87,476                     |
| Environmental Resources Planner I  | 179                 | סס         | Evomat     | 1         | ¢11 0550                   | \$3,356.43               | לר רדר דל                    | \$87,267                     |
| Environmental Resources Planner I  | 179                 | PR         | Exempt     | 1         | \$41.9553                  |                          | \$7,272.27                   |                              |
|                                    |                     |            |            | 2         | \$43.0049                  | \$3,440.40               | \$7,454.20                   | \$89,450                     |
|                                    |                     |            |            | 3         | \$44.0799                  | \$3,526.40               | \$7,640.54                   | \$91,686                     |
|                                    |                     |            |            | 4         | \$45.1818                  | \$3,614.55               | \$7,831.53                   | \$93,978                     |
|                                    |                     |            |            | 5         | \$46.3111                  | \$3,704.89               | \$8,027.27                   | \$96,327                     |
|                                    |                     |            |            | 6         | \$47.4688                  | \$3,797.51               | \$8,227.94                   | \$98,735                     |
|                                    |                     |            |            | 7         | \$48.6558                  | \$3,892.47               | \$8,433.69                   |                              |
|                                    |                     |            |            | 8         | \$49.8722                  | \$3,989.78               | \$8,644.53                   |                              |
|                                    |                     |            |            | 9         | \$51.1188                  | \$4,089.51               | \$8,860.61                   | \$106,327                    |
| Environmental Resources Planner II | 182                 | PR         | Exempt     | 1         | \$48.5664                  | \$3,885.32               | \$8,418.20                   | \$101,018                    |
|                                    | 102                 | 11         | Exempt     | 2         | \$49.7799                  | \$3,982.40               | \$8,628.54                   |                              |
|                                    |                     |            |            | 2         | \$49.7799<br>\$51.0250     | \$3,982.40<br>\$4,082.00 | \$8,828.34<br>\$8,844.34     |                              |
|                                    |                     |            |            |           |                            | \$4,082.00<br>\$4,184.00 |                              |                              |
|                                    |                     |            |            | 4<br>5    | \$52.3000<br>\$53.6077     | \$4,184.00<br>\$4,288.62 | \$9,065.34<br>\$9,292.01     |                              |
|                                    |                     |            |            | 5         | / /۵۵.۵۵¢                  | ¢4,200.02                | əə,292.01                    | эттт,504                     |

| Classification Title               | Salary Range | Unit | FLSA   | Step | Hourly    | Weekly     | Monthly             | Annually          |
|------------------------------------|--------------|------|--------|------|-----------|------------|---------------------|-------------------|
| Environmental Resources Planner II | 182          | PR   | Exempt | 6    | \$54.9476 | \$4,395.81 | \$9,524.26          | \$114,291         |
|                                    | 102          |      | Exempt | 7    | \$56.3217 | \$4,505.74 | \$9,762.44          | \$117,149         |
|                                    |              |      |        | 8    | \$57.7299 | \$4,618.40 | \$10,006.54         |                   |
|                                    |              |      |        | 9    | \$59.1726 | \$4,733.81 | \$10,256.59         |                   |
|                                    |              |      |        |      | ·         | . ,        | . ,                 | . ,               |
| Executive Assistant                | 178          | UN   | Exempt | 1    | \$39.9563 | \$3,196.51 | \$6,925.78          | \$83,109          |
|                                    |              |      |        | 2    | \$40.9553 | \$3,276.43 | \$7,098.94          | \$85,187          |
|                                    |              |      |        | 3    | \$41.9794 | \$3,358.36 | \$7,276.45          | \$87,317          |
|                                    |              |      |        | 4    | \$43.0284 | \$3,442.28 | \$7,458.28          | \$89,499          |
|                                    |              |      |        | 5    | \$44.1044 | \$3,528.36 | \$7,644.78          | \$91,737          |
|                                    |              |      |        | 6    | \$45.2068 | \$3,616.55 | \$7,835.86          | \$94,030          |
|                                    |              |      |        | 7    | \$46.3371 | \$3,706.97 | \$8,031.77          | \$96,381          |
|                                    |              |      |        | 8    | \$47.4957 | \$3,799.66 | \$8,232.60          | \$98,791          |
|                                    |              |      |        | 9    | \$48.6827 | \$3,894.62 | \$8,438.35          | \$101,260         |
| External Affairs Analyst           | 180          | UN   | Exempt | 1    | \$44.0529 | \$3,524.24 | \$7,635.86          | \$91,630          |
|                                    |              |      |        | 2    | \$45.1544 | \$3,612.36 | \$7,826.78          | \$93,921          |
|                                    |              |      |        | 3    | \$46.2832 | \$3,702.66 | \$8,022.43          | \$96,269          |
|                                    |              |      |        | 4    | \$47.4404 | \$3,795.24 | \$8,223.02          | \$98 <i>,</i> 676 |
|                                    |              |      |        | 5    | \$48.6260 | \$3,890.08 | \$8,428.51          | \$101,142         |
|                                    |              |      |        | 6    | \$49.8419 | \$3,987.36 | \$8,639.28          | \$103,671         |
|                                    |              |      |        | 7    | \$51.0880 | \$4,087.04 | \$8,855.26          | \$106,263         |
|                                    |              |      |        | 8    | \$52.3650 | \$4,189.20 | \$9,076.60          | \$108,919         |
|                                    |              |      |        | 9    | \$53.6741 | \$4,293.93 | \$9 <i>,</i> 303.52 | \$111,642         |
| External Affairs Specialist I      | 171          | UN   | Exempt | 1    | \$28.4015 | \$2,272.12 | \$4,922.93          | \$59,075          |
|                                    |              |      |        | 2    | \$29.1116 | \$2,328.93 | \$5,046.02          | \$60,552          |
|                                    |              |      |        | 3    | \$29.8395 | \$2,387.16 | \$5,172.18          | \$62,066          |
|                                    |              |      |        | 4    | \$30.5851 | \$2,446.81 | \$5,301.43          | \$63,617          |
|                                    |              |      |        | 5    | \$31.3505 | \$2,508.04 | \$5,434.09          | \$65,209          |
|                                    |              |      |        | 6    | \$32.1337 | \$2,570.70 | \$5,569.85          | \$66,838          |
|                                    |              |      |        | 7    | \$32.9375 | \$2,635.00 | \$5,709.17          | \$68,510          |
|                                    |              |      |        | 8    | \$33.7606 | \$2,700.85 | \$5 <i>,</i> 851.85 | \$70,222          |
|                                    |              |      |        | 9    | \$34.6049 | \$2,768.40 | \$5,998.20          | \$71,978          |
| External Affairs Specialist II     | 177          | UN   | Exempt | 1    | \$38.0549 | \$3,044.40 | \$6,596.20          | \$79,154          |
|                                    |              |      |        | 2    | \$39.0068 | \$3,120.55 | \$6,761.20          | \$81,134          |
|                                    |              |      |        | 3    | \$39.9818 | \$3,198.55 | \$6,930.20          | \$83,162          |
|                                    |              |      |        | 4    | \$40.9813 | \$3,278.51 | \$7,103.44          | \$85,241          |
|                                    |              |      |        | 5    | \$42.0058 | \$3,360.47 | \$7,281.02          | \$87,372          |
|                                    |              |      |        | 6    | \$43.0558 | \$3,444.47 | \$7,463.02          | \$89,556          |
|                                    |              |      |        | 7    | \$44.1323 | \$3,530.59 | \$7,649.62          | \$91,795          |
|                                    |              |      |        | 8    | \$45.2356 | \$3,618.85 | \$7,840.85          | \$94,090          |
|                                    |              |      |        | 9    | \$46.3664 | \$3,709.32 | \$8,036.86          | \$96,442          |
| Facilities Program Coordinator     | 181          | PR   | Exempt | 1    | \$46.2534 | \$3,700.28 | \$8,017.28          | \$96,207          |
|                                    |              |      |        | 2    | \$47.4097 | \$3,792.78 | \$8,217.69          | \$98,612          |
|                                    |              |      |        | 3    | \$48.5948 | \$3,887.59 | \$8,423.12          | \$101,077         |
|                                    |              |      |        | 4    | \$49.8097 | \$3,984.78 | \$8,633.69          | \$103,604         |
|                                    |              |      |        | 5    | \$51.0544 | \$4,084.36 | \$8,849.45          | \$106,193         |
|                                    |              |      |        | 6    | \$52.3313 | \$4,186.51 | \$9,070.78          | \$108,849         |
|                                    |              |      |        | 7    | \$53.6395 | \$4,291.16 | \$9,297.52          |                   |
|                                    |              |      |        | 8    | \$54.9803 | \$4,398.43 | \$9,529.94          | \$114,359         |
|                                    |              |      |        | 9    | \$56.3553 | \$4,508.43 | \$9,768.27          | \$117,219         |

| Classification Title              | Salary Range | Unit | FLSA   | Step | Hourly     | Weekly              | Monthly     | Annually  |
|-----------------------------------|--------------|------|--------|------|------------|---------------------|-------------|-----------|
| Facilities Program Supervisor     | 185          | SU   | Exempt | 1    | \$56.2198  | \$4,497.59          | \$9,744.78  | \$116,937 |
|                                   |              |      | ·      | 2    | \$57.6260  | \$4,610.08          | \$9,988.51  |           |
|                                   |              |      |        | 3    | \$59.0664  | \$4,725.32          | \$10,238.20 |           |
|                                   |              |      |        | 4    | \$60.5428  | \$4,843.43          | \$10,494.10 |           |
|                                   |              |      |        | 5    | \$62.0563  | \$4,964.51          | \$10,756.44 |           |
|                                   |              |      |        | 6    | \$63.6077  | \$5,088.62          | \$11,025.35 |           |
|                                   |              |      |        | 7    | \$65.1976  | \$5,215.81          | \$11,300.93 |           |
|                                   |              |      |        | 8    | \$66.8279  | \$5,346.24          |             |           |
|                                   |              |      |        | 9    | \$68.4986  | \$5,479.89          | \$11,873.10 | \$142,477 |
| Facilities Specialist             | 177          | PR   | Exempt | 1    | \$38.0549  | \$3,044.40          | \$6,596.20  | \$79,154  |
|                                   |              |      |        | 2    | \$39.0068  | \$3 <i>,</i> 120.55 | \$6,761.20  | \$81,134  |
|                                   |              |      |        | 3    | \$39.9818  | \$3,198.55          | \$6,930.20  | \$83,162  |
|                                   |              |      |        | 4    | \$40.9813  | \$3,278.51          | \$7,103.44  | \$85,241  |
|                                   |              |      |        | 5    | \$42.0058  | \$3,360.47          | \$7,281.02  | \$87,372  |
|                                   |              |      |        | 6    | \$43.0558  | \$3,444.47          | \$7,463.02  | \$89,556  |
|                                   |              |      |        | 7    | \$44.1323  | \$3 <i>,</i> 530.59 | \$7,649.62  | \$91,795  |
|                                   |              |      |        | 8    | \$45.2356  | \$3,618.85          | \$7,840.85  | \$94,090  |
|                                   |              |      |        | 9    | \$46.3664  | \$3,709.32          | \$8,036.86  | \$96,442  |
| Facilities Specialist - Landscape | 177          | UN   | Exempt | 1    | \$38.0549  | \$3,044.40          | \$6,596.20  | \$79,154  |
|                                   |              |      |        | 2    | \$39.0068  | \$3,120.55          | \$6,761.20  | \$81,134  |
|                                   |              |      |        | 3    | \$39.9818  | \$3,198.55          | \$6,930.20  | \$83,162  |
|                                   |              |      |        | 4    | \$40.9813  | \$3,278.51          | \$7,103.44  | \$85,241  |
|                                   |              |      |        | 5    | \$42.0058  | \$3 <i>,</i> 360.47 | \$7,281.02  | \$87,372  |
|                                   |              |      |        | 6    | \$43.0558  | \$3,444.47          | \$7,463.02  | \$89,556  |
|                                   |              |      |        | 7    | \$44.1323  | \$3,530.59          | \$7,649.62  | \$91,795  |
|                                   |              |      |        | 8    | \$45.2356  | \$3,618.85          | \$7,840.85  | \$94,090  |
|                                   |              |      |        | 9    | \$46.3664  | \$3,709.32          | \$8,036.86  | \$96,442  |
| Financial Analyst I               | 179          | PR   | Exempt | 1    | \$41.9553  | \$3,356.43          | \$7,272.27  | \$87,267  |
|                                   |              |      |        | 2    | \$43.0049  | \$3,440.40          | \$7,454.20  | \$89,450  |
|                                   |              |      |        | 3    | \$44.0799  | \$3,526.40          | \$7,640.54  | \$91,686  |
|                                   |              |      |        | 4    | \$45.1818  | \$3,614.55          | \$7,831.53  | \$93,978  |
|                                   |              |      |        | 5    | \$46.3111  | \$3,704.89          | \$8,027.27  | \$96,327  |
|                                   |              |      |        | 6    | \$47.4688  | \$3,797.51          | \$8,227.94  | \$98,735  |
|                                   |              |      |        | 7    | \$48.6558  | \$3,892.47          | \$8,433.69  | \$101,204 |
|                                   |              |      |        | 8    | \$49.8722  | \$3,989.78          | \$8,644.53  | \$103,734 |
|                                   |              |      |        | 9    | \$51.1188  | \$4,089.51          | \$8,860.61  | \$106,327 |
| Financial Analyst II              | 181          | PR   | Exempt | 1    | \$46.2534  | \$3,700.28          | \$8,017.28  | \$96,207  |
|                                   |              |      |        | 2    | \$47.4097  | \$3,792.78          | \$8,217.69  | \$98,612  |
|                                   |              |      |        | 3    | \$48.5948  | \$3,887.59          | \$8,423.12  | \$101,077 |
|                                   |              |      |        | 4    | \$49.8097  | \$3,984.78          | \$8,633.69  | \$103,604 |
|                                   |              |      |        | 5    | \$51.0544  | \$4,084.36          | \$8,849.45  | \$106,193 |
|                                   |              |      |        | 6    | \$52.3313  | \$4,186.51          | \$9,070.78  | \$108,849 |
|                                   |              |      |        | 7    | \$53.6395  | \$4,291.16          | \$9,297.52  | \$111,570 |
|                                   |              |      |        | 8    | \$54.9803  | \$4,398.43          | \$9,529.94  | \$114,359 |
|                                   |              |      |        | 9    | \$56.3553  | \$4,508.43          | \$9,768.27  | \$117,219 |
| General Manager                   | 205          | EX   | Exempt | 1    | \$149.7250 | \$11,978.00         | \$25,952.34 | \$311,428 |
| GIS Specialist                    | 178          | UN   | Exempt | 1    | \$39.9563  | \$3,196.51          | \$6,925.78  | \$83,109  |

| Classification Title                  |              | 11-14 |        | C1   | Llaure -  | \ <b>A</b> /== - | Manth                    | ٨٠٠٠٠                |
|---------------------------------------|--------------|-------|--------|------|-----------|------------------|--------------------------|----------------------|
| Classification Title                  | Salary Range | Unit  | FLSA   | Step | Hourly    | Weekly           | Monthly                  | Annually             |
| GIS Specialist                        | 178          | UN    | Exempt | 2    | \$40.9553 | \$3,276.43       | \$7,098.94               | \$85,187             |
|                                       |              |       |        | 3    | \$41.9794 | \$3,358.36       | \$7,276.45               | \$87,317             |
|                                       |              |       |        | 4    | \$43.0284 | \$3,442.28       | \$7,458.28               | \$89,499             |
|                                       |              |       |        | 5    | \$44.1044 | \$3,528.36       | \$7,644.78               | \$91,737             |
|                                       |              |       |        | 6    | \$45.2068 | \$3,616.55       | \$7,835.86               | \$94,030             |
|                                       |              |       |        | 7    | \$46.3371 | \$3,706.97       | \$8,031.77               | \$96,381             |
|                                       |              |       |        | 8    | \$47.4957 | \$3,799.66       | \$8,232.60               | \$98,791             |
|                                       |              |       |        | 9    | \$48.6827 | \$3,894.62       | \$8,438.35               | \$101,260            |
| Grants Administrator                  | 179          | PR    | Exempt | 1    | \$41.9553 | \$3,356.43       | \$7,272.27               | \$87,267             |
|                                       |              |       |        | 2    | \$43.0049 | \$3,440.40       | \$7,454.20               | \$89 <i>,</i> 450    |
|                                       |              |       |        | 3    | \$44.0799 | \$3,526.40       | \$7,640.54               | \$91,686             |
|                                       |              |       |        | 4    | \$45.1818 | \$3,614.55       | \$7,831.53               | \$93,978             |
|                                       |              |       |        | 5    | \$46.3111 | \$3,704.89       | \$8,027.27               | \$96,327             |
|                                       |              |       |        | 6    | \$47.4688 | \$3,797.51       | \$8,227.94               | \$98,735             |
|                                       |              |       |        | 7    | \$48.6558 | \$3,892.47       | \$8,433.69               | \$101,204            |
|                                       |              |       |        | 8    | \$49.8722 | \$3,989.78       | \$8,644.53               | \$103,734            |
|                                       |              |       |        | 9    | \$51.1188 | \$4,089.51       | \$8,860.61               |                      |
| Grants Officer                        | 186          | UN    | Exempt | 1    | \$59.0327 | ¢1 777 67        | \$10,232.35              | ¢177 700             |
|                                       | 180          | UN    | Lxempt | 2    | \$60.5087 |                  |                          |                      |
|                                       |              |       |        |      |           | \$4,840.70       | \$10,488.19              |                      |
|                                       |              |       |        | 3    | \$62.0212 | \$4,961.70       | \$10,750.35              |                      |
|                                       |              |       |        | 4    | \$63.5722 | \$5,085.78       | \$11,019.19              |                      |
|                                       |              |       |        | 5    | \$65.1611 | \$5,212.89       |                          |                      |
|                                       |              |       |        | 6    | \$66.7904 |                  | \$11,577.02              |                      |
|                                       |              |       |        | 7    | \$68.4601 |                  | \$11,866.43              |                      |
|                                       |              |       |        | 8    | \$70.1717 |                  | \$12,163.11              |                      |
|                                       |              |       |        | 9    | \$71.9255 | Ş5,/54.04        | \$12,467.09              | \$149,605            |
| Grants Officer (Y-Rated; Hired Before |              |       |        |      |           |                  |                          |                      |
| 1/23/2022)                            | 207          | UN    | Exempt | 1    | \$87.4193 | \$6,993.55       | \$15,152.70              | \$181,832            |
| Groundwater Recharge Supervisor       | 187          | SU    | Exempt | 1    | \$61.9832 | \$4,958.66       | \$10,743.77              | \$128,925            |
|                                       |              |       |        | 2    | \$63.5323 | \$5,082.59       |                          |                      |
|                                       |              |       |        | 3    | \$65.1207 | \$5,209.66       |                          |                      |
|                                       |              |       |        | 4    | \$66.7486 | \$5,339.89       |                          |                      |
|                                       |              |       |        | 5    | \$68.4169 |                  | \$11,858.95              |                      |
|                                       |              |       |        | 6    | \$70.1279 |                  | \$12,155.52              |                      |
|                                       |              |       |        | 7    | \$71.8808 | \$5,750.47       |                          |                      |
|                                       |              |       |        | 8    | \$73.6779 | \$5,894.24       | \$12,770.86              |                      |
|                                       |              |       |        | 9    | \$75.5202 |                  | \$13,090.18              |                      |
| Human Resources Analyst I             | 177          | UN    | Exempt | 1    | \$38.0549 | \$3,044.40       | \$6,596.20               | \$79,154             |
| Human Resources Analyst I             | 177          |       | Exempt | 2    | \$39.0068 | \$3,120.55       | \$6,761.20               | \$81,134<br>\$81,134 |
|                                       |              |       |        | 3    | \$39.9818 | \$3,198.55       | \$6,930.20               | \$81,154<br>\$83,162 |
|                                       |              |       |        | 4    | \$40.9813 | \$3,278.51       | \$0,930.20<br>\$7,103.44 |                      |
|                                       |              |       |        |      |           |                  |                          | \$85,241<br>\$87,272 |
|                                       |              |       |        | 5    | \$42.0058 | \$3,360.47       | \$7,281.02               | \$87,372             |
|                                       |              |       |        | 6    | \$43.0558 | \$3,444.47       | \$7,463.02               | \$89,556             |
|                                       |              |       |        | 7    | \$44.1323 | \$3,530.59       | \$7,649.62               | \$91,795             |
|                                       |              |       |        | 8    | \$45.2356 | \$3,618.85       | \$7,840.85               | \$94,090             |
|                                       |              |       |        | 9    | \$46.3664 | \$3,709.32       | \$8,036.86               | \$96 <i>,</i> 442    |
| Human Resources Analyst II            | 179          | UN    | Exempt | 1    | \$41.9553 | \$3,356.43       | \$7,272.27               | \$87,267             |
|                                       |              |       | ·      | 2    | \$43.0049 | \$3,440.40       | \$7,454.20               | \$89,450             |
|                                       |              |       |        | _    | ,         | , . ,            | , ,                      | ,                    |

|                                 |              |      | -          |      |                |                     |                     |                   |
|---------------------------------|--------------|------|------------|------|----------------|---------------------|---------------------|-------------------|
| Classification Title            | Salary Range | Unit | FLSA       | Step | Hourly         | Weekly              | Monthly             | Annually          |
| Human Resources Analyst II      | 179          | UN   | Exempt     | 3    | \$44.0799      | \$3,526.40          | \$7,640.54          | \$91,686          |
| ,                               |              |      | •          | 4    | ,<br>\$45.1818 | \$3,614.55          | \$7,831.53          | \$93 <i>,</i> 978 |
|                                 |              |      |            | 5    | \$46.3111      | \$3,704.89          | \$8,027.27          | \$96,327          |
|                                 |              |      |            | 6    | \$47.4688      | \$3,797.51          | \$8,227.94          | \$98,735          |
|                                 |              |      |            |      |                |                     |                     |                   |
|                                 |              |      |            | 7    | \$48.6558      | \$3,892.47          | \$8,433.69          | \$101,204         |
|                                 |              |      |            | 8    | \$49.8722      | \$3,989.78          | \$8,644.53          | \$103,734         |
|                                 |              |      |            | 9    | \$51.1188      | \$4,089.51          | \$8,860.61          | \$106,327         |
| Human Resources Officer         | 183          | UN   | Exempt     | 1    | \$50.9967      | \$4,079.74          | \$8,839.44          | \$106,073         |
|                                 |              |      |            | 2    | \$52.2712      | \$4,181.70          | \$9,060.35          | \$108,724         |
|                                 |              |      |            | 3    | \$53.5779      | \$4,286.24          | \$9 <i>,</i> 286.86 | \$111,442         |
|                                 |              |      |            | 4    | \$54.9178      | \$4,393.43          | \$9,519.10          | \$114,229         |
|                                 |              |      |            | 5    | ,<br>\$56.2909 | \$4,503.28          | \$9,757.11          |                   |
|                                 |              |      |            | 6    | \$57.6976      | \$4,615.81          | \$10,000.93         |                   |
|                                 |              |      |            | 7    | \$59.1400      | \$4,731.20          | \$10,250.94         |                   |
|                                 |              |      |            |      |                |                     |                     |                   |
|                                 |              |      |            | 8    | \$60.6188      | \$4,849.51          | \$10,507.28         |                   |
|                                 |              |      |            | 9    | \$62.1342      | Ş4,970.74           | \$10,769.94         | \$129,239         |
| Human Resources Technician      | 171          | UN   | Non-exempt | 1    | \$28.4015      | \$2,272.12          | \$4,922.93          | \$59,075          |
|                                 |              |      |            | 2    | \$29.1116      | \$2 <i>,</i> 328.93 | \$5,046.02          | \$60,552          |
|                                 |              |      |            | 3    | \$29.8395      | \$2,387.16          | \$5,172.18          | \$62 <i>,</i> 066 |
|                                 |              |      |            | 4    | \$30.5851      | \$2,446.81          | \$5,301.43          | \$63,617          |
|                                 |              |      |            | 5    | \$31.3505      | \$2,508.04          | \$5,434.09          | \$65,209          |
|                                 |              |      |            | 6    | \$32.1337      | \$2,570.70          | \$5,569.85          | \$66,838          |
|                                 |              |      |            | 7    | \$32.9375      | \$2,635.00          | \$5,709.17          | \$68,510          |
|                                 |              |      |            |      |                |                     |                     |                   |
|                                 |              |      |            | 8    | \$33.7606      | \$2,700.85          | \$5,851.85          | \$70,222          |
|                                 |              |      |            | 9    | \$34.6049      | \$2,768.40          | \$5,998.20          | \$71,978          |
| HVAC Technician                 | 177          | GU   | Non-exempt | 1    | \$38.0549      | \$3,044.40          | \$6,596.20          | \$79,154          |
|                                 |              |      |            | 2    | \$39.0068      | \$3,120.55          | \$6,761.20          | \$81,134          |
|                                 |              |      |            | 3    | \$39.9818      | \$3,198.55          | \$6,930.20          | \$83,162          |
|                                 |              |      |            | 4    | \$40.9813      | \$3,278.51          | \$7,103.44          | \$85,241          |
|                                 |              |      |            | 5    | \$42.0058      | \$3,360.47          | \$7,281.02          | \$87,372          |
|                                 |              |      |            | 6    | \$43.0558      |                     | \$7,463.02          |                   |
|                                 |              |      |            |      |                | \$3,444.47          |                     | \$89,556          |
|                                 |              |      |            | 7    | \$44.1323      | \$3,530.59          | \$7,649.62          | \$91,795          |
|                                 |              |      |            | 8    | \$45.2356      | \$3,618.85          | \$7,840.85          | \$94,090          |
|                                 |              |      |            | 9    | \$46.3664      | \$3,709.32          | \$8,036.86          | \$96 <i>,</i> 442 |
| Industrial Engine Technician I  | 177          | GU   | Non-exempt | 1    | \$38.0549      | \$3,044.40          | \$6,596.20          | \$79,154          |
|                                 |              |      |            | 2    | \$39.0068      | \$3,120.55          | \$6,761.20          | \$81,134          |
|                                 |              |      |            | 3    | \$39.9818      | \$3 <i>,</i> 198.55 | \$6,930.20          | \$83,162          |
|                                 |              |      |            | 4    | \$40.9813      | \$3,278.51          | \$7,103.44          | \$85,241          |
|                                 |              |      |            | 5    | \$42.0058      | \$3,360.47          | \$7,281.02          | \$87,372          |
|                                 |              |      |            | 6    | \$43.0558      | \$3,444.47          | \$7,463.02          | \$89,556          |
|                                 |              |      |            |      |                |                     |                     |                   |
|                                 |              |      |            | 7    | \$44.1323      | \$3,530.59          | \$7,649.62          | \$91,795          |
|                                 |              |      |            | 8    | \$45.2356      | \$3,618.85          | \$7,840.85          | \$94,090          |
|                                 |              |      |            | 9    | \$46.3664      | \$3,709.32          | \$8,036.86          | \$96,442          |
| Industrial Engine Technician II | 181          | GU   | Non-exempt | 1    | \$46.2534      | \$3,700.28          | \$8,017.28          | \$96,207          |
|                                 |              |      |            | 2    | \$47.4097      | \$3,792.78          | \$8,217.69          | \$98,612          |
|                                 |              |      |            | 3    | \$48.5948      | \$3,887.59          | \$8,423.12          |                   |
|                                 |              |      |            | 4    | \$49.8097      | \$3,984.78          | \$8,633.69          |                   |
|                                 |              |      |            | 5    | \$51.0544      | \$4,084.36          | \$8,849.45          | \$106,193         |
|                                 |              |      |            | 6    | \$52.3313      | \$4,186.51          | \$9,070.78          |                   |
|                                 |              |      |            | U    | 21202722       | J4,100.31           | ۵۱.۵٬۵٫۶ وډ         | ə100,049          |

| Classification Title            | Salary Range | Unit | FLSA       | Step | Hourly    | Weekly              | Monthly    | Annually           |
|---------------------------------|--------------|------|------------|------|-----------|---------------------|------------|--------------------|
| Industrial Engine Technician II | 181          | GU   | Non-exempt | 7    | \$53.6395 | \$4,291.16          | \$9,297.52 | \$111,570          |
|                                 |              |      |            | 8    | \$54.9803 | \$4,398.43          | \$9,529.94 | \$114,359          |
|                                 |              |      |            | 9    | \$56.3553 | \$4,508.43          | \$9,768.27 | \$117,219          |
| Information Systems Analyst I   | 179          | PR   | Exempt     | 1    | \$41.9553 | \$3,356.43          | \$7,272.27 | \$87,267           |
|                                 |              |      |            | 2    | \$43.0049 | \$3,440.40          | \$7,454.20 | \$89 <i>,</i> 450  |
|                                 |              |      |            | 3    | \$44.0799 | \$3,526.40          | \$7,640.54 | \$91,686           |
|                                 |              |      |            | 4    | \$45.1818 | \$3,614.55          | \$7,831.53 | \$93 <i>,</i> 978  |
|                                 |              |      |            | 5    | \$46.3111 | \$3,704.89          | \$8,027.27 | \$96,327           |
|                                 |              |      |            | 6    | \$47.4688 | \$3,797.51          | \$8,227.94 | \$98 <i>,</i> 735  |
|                                 |              |      |            | 7    | \$48.6558 | \$3,892.47          | \$8,433.69 | \$101,204          |
|                                 |              |      |            | 8    | \$49.8722 | \$3,989.78          | \$8,644.53 | \$103 <i>,</i> 734 |
|                                 |              |      |            | 9    | \$51.1188 | \$4,089.51          | \$8,860.61 | \$106,327          |
| Information Systems Analyst II  | 181          | PR   | Exempt     | 1    | \$46.2534 | \$3,700.28          | \$8,017.28 | \$96,207           |
|                                 |              |      |            | 2    | \$47.4097 | \$3 <i>,</i> 792.78 | \$8,217.69 | \$98 <i>,</i> 612  |
|                                 |              |      |            | 3    | \$48.5948 | \$3,887.59          | \$8,423.12 | \$101 <i>,</i> 077 |
|                                 |              |      |            | 4    | \$49.8097 | \$3 <i>,</i> 984.78 | \$8,633.69 | \$103 <i>,</i> 604 |
|                                 |              |      |            | 5    | \$51.0544 | \$4,084.36          | \$8,849.45 | \$106,193          |
|                                 |              |      |            | 6    | \$52.3313 | \$4,186.51          | \$9,070.78 | \$108,849          |
|                                 |              |      |            | 7    | \$53.6395 | \$4,291.16          | \$9,297.52 | \$111,570          |
|                                 |              |      |            | 8    | \$54.9803 | \$4,398.43          | \$9,529.94 | \$114,359          |
|                                 |              |      |            | 9    | \$56.3553 | \$4,508.43          | \$9,768.27 | \$117,219          |
| Intern                          | 001          | OTR  | Non-exempt | 1    | \$15.0000 |                     |            |                    |
|                                 |              |      |            | 2    | \$16.0000 |                     |            |                    |
|                                 |              |      |            | 3    | \$17.0000 |                     |            |                    |
|                                 |              |      |            | 4    | \$18.0000 |                     |            |                    |
|                                 |              |      |            | 5    | \$19.0000 |                     |            |                    |
|                                 |              |      |            | 6    | \$20.0000 |                     |            |                    |
| Internal Auditor                | 179          | PR   | Exempt     | 1    | \$41.9553 | \$3,356.43          | \$7,272.27 | \$87,267           |
|                                 |              |      |            | 2    | \$43.0049 | \$3,440.40          | \$7,454.20 | \$89,450           |
|                                 |              |      |            | 3    | \$44.0799 | \$3,526.40          | \$7,640.54 | \$91,686           |
|                                 |              |      |            | 4    | \$45.1818 | \$3,614.55          | \$7,831.53 | \$93,978           |
|                                 |              |      |            | 5    | \$46.3111 | \$3,704.89          | \$8,027.27 | \$96,327           |
|                                 |              |      |            | 6    | \$47.4688 | \$3,797.51          | \$8,227.94 | \$98 <i>,</i> 735  |
|                                 |              |      |            | 7    | \$48.6558 | \$3,892.47          | \$8,433.69 |                    |
|                                 |              |      |            | 8    | \$49.8722 | \$3,989.78          | \$8,644.53 |                    |
|                                 |              |      |            | 9    | \$51.1188 | \$4,089.51          | \$8,860.61 | \$106,327          |
| Inventory Resources Coordinator | 181          | PR   | Exempt     | 1    | \$46.2534 | \$3,700.28          | \$8,017.28 | \$96,207           |
|                                 |              |      |            | 2    | \$47.4097 | \$3,792.78          | \$8,217.69 | \$98 <i>,</i> 612  |
|                                 |              |      |            | 3    | \$48.5948 | \$3,887.59          | \$8,423.12 | \$101,077          |
|                                 |              |      |            | 4    | \$49.8097 | \$3,984.78          | \$8,633.69 | \$103,604          |
|                                 |              |      |            | 5    | \$51.0544 | \$4,084.36          | \$8,849.45 | \$106,193          |
|                                 |              |      |            | 6    | \$52.3313 | \$4,186.51          | \$9,070.78 | \$108,849          |
|                                 |              |      |            | 7    | \$53.6395 | \$4,291.16          | \$9,297.52 | \$111,570          |
|                                 |              |      |            | 8    | \$54.9803 | \$4,398.43          | \$9,529.94 | \$114,359          |
|                                 |              |      |            | 9    | \$56.3553 | \$4,508.43          | \$9,768.27 |                    |
| Laboratory Assistant            | 172          | LB   | Non-exempt | 1    | \$29.8226 | \$2,385.81          | \$5,169.26 | \$62,031           |
|                                 |              |      |            | 2    | \$30.5683 | \$2,445.47          | \$5,298.52 | \$63,582           |
|                                 |              |      |            | 3    | \$31.3327 | \$2,506.62          | \$5,431.01 | \$65,172           |
|                                 |              |      |            |      |           |                     |            |                    |

| Classification Title          | Salary Range | Unit | FLSA       | Step   | Hourly                 | Weekly              | Monthly                  | Annually             |
|-------------------------------|--------------|------|------------|--------|------------------------|---------------------|--------------------------|----------------------|
| Laboratory Assistant          | 172          | LB   | Non-exempt | 4      | \$32.1159              | \$2,569.28          | \$5,566.78               | \$66,801             |
|                               | 172          | LD   | Non-exempt | 5      | \$32.9188              | \$2,633.51          | \$5,705.94               | \$68,471             |
|                               |              |      |            | 6      | \$33.7419              | \$2,699.36          | \$5,848.62               | \$08,471<br>\$70,183 |
|                               |              |      |            | 7      | \$34.5851              | \$2,766.81          | \$5,994.76               | \$70,183<br>\$71,937 |
|                               |              |      |            |        |                        | \$2,836.00          | \$5,994.70<br>\$6,144.67 |                      |
|                               |              |      |            | 8      | \$35.4500              |                     |                          | \$73,736<br>\$75,570 |
|                               |              |      |            | 9      | \$36.3361              | \$2,906.89          | \$6,298.27               | \$75 <i>,</i> 579    |
| Laboratory Scientist I        | 177          | LB   | Non-exempt | 1      | \$38.0549              | \$3,044.40          | \$6,596.20               | \$79,154             |
|                               |              |      |            | 2      | \$39.0068              | \$3,120.55          | \$6,761.20               | \$81,134             |
|                               |              |      |            | 3      | \$39.9818              | \$3,198.55          | \$6,930.20               | \$83,162             |
|                               |              |      |            | 4      | \$40.9813              | \$3,278.51          | \$7,103.44               | \$85,241             |
|                               |              |      |            | 5      | \$42.0058              | \$3,360.47          | \$7,281.02               | \$87,372             |
|                               |              |      |            | 6      | \$43.0558              | \$3,444.47          | \$7,463.02               | \$89,556             |
|                               |              |      |            | 7      | \$44.1323              | \$3,530.59          | \$7,649.62               | \$91,795             |
|                               |              |      |            | 8      | \$45.2356              | \$3,618.85          | \$7,840.85               | \$94,090             |
|                               |              |      |            | 9      | \$46.3664              | \$3,709.32          | \$8,036.86               | \$96,442             |
|                               | 170          |      |            | 1      | ¢44.0552               | 62.25 <i>6</i> .42  | ć7 070 07                | 607 267              |
| Laboratory Scientist II       | 179          | LB   | Non-exempt | 1      | \$41.9553              | \$3,356.43          | \$7,272.27               | \$87,267             |
|                               |              |      |            | 2      | \$43.0049              | \$3,440.40          | \$7,454.20               | \$89,450             |
|                               |              |      |            | 3      | \$44.0799              | \$3,526.40          | \$7,640.54               | \$91,686             |
|                               |              |      |            | 4      | \$45.1818              | \$3,614.55          | \$7,831.53               | \$93,978             |
|                               |              |      |            | 5      | \$46.3111              | \$3,704.89          | \$8,027.27               | \$96,327             |
|                               |              |      |            | 6      | \$47.4688              | \$3,797.51          | \$8,227.94               | \$98,735             |
|                               |              |      |            | 7      | \$48.6558              | \$3,892.47          | \$8,433.69               | \$101,204            |
|                               |              |      |            | 8      | \$49.8722              | \$3,989.78          | \$8 <i>,</i> 644.53      | \$103,734            |
|                               |              |      |            | 9      | \$51.1188              | \$4,089.51          | \$8,860.61               | \$106,327            |
| Laboratory Supervisor         | 185          | SU   | Exempt     | 1      | \$56.2198              | \$4 <i>,</i> 497.59 | \$9,744.78               | \$116,937            |
|                               |              |      |            | 2      | \$57.6260              | \$4,610.08          | \$9,988.51               | \$119,862            |
|                               |              |      |            | 3      | \$59.0664              | \$4,725.32          | \$10,238.20              | \$122,858            |
|                               |              |      |            | 4      | \$60.5428              | \$4,843.43          | \$10,494.10              | \$125,929            |
|                               |              |      |            | 5      | \$62.0563              | \$4,964.51          | \$10,756.44              |                      |
|                               |              |      |            | 6      | \$63.6077              | \$5,088.62          |                          |                      |
|                               |              |      |            | 7      | \$65.1976              |                     | \$11,300.93              |                      |
|                               |              |      |            | 8      | \$66.8279              | \$5,346.24          |                          |                      |
|                               |              |      |            | 9      | \$68.4986              |                     | \$11,873.10              |                      |
|                               |              |      |            |        |                        |                     | 40                       | <b>.</b>             |
| Maintenance Planner/Scheduler | 182          | GU   | Non-exempt | 1      | \$48.5664              | \$3,885.32          | \$8,418.20               |                      |
|                               |              |      |            | 2      | \$49.7799              | \$3,982.40          | \$8,628.54               |                      |
|                               |              |      |            | 3      | \$51.0250              | \$4,082.00          | \$8,844.34               |                      |
|                               |              |      |            | 4      | \$52.3000              | \$4,184.00          | \$9,065.34               |                      |
|                               |              |      |            | 5      | \$53.6077              | \$4,288.62          | \$9,292.01               |                      |
|                               |              |      |            | 6      | \$54.9476              | \$4,395.81          | \$9,524.26               |                      |
|                               |              |      |            | 7      | \$56.3217              | \$4,505.74          | \$9,762.44               |                      |
|                               |              |      |            | 8      | \$57.7299              | \$4,618.40          | \$10 <i>,</i> 006.54     |                      |
|                               |              |      |            | 9      | \$59.1726              | \$4,733.81          | \$10,256.59              | \$123,079            |
| Maintenance Supervisor        | 185          | SU   | Exempt     | 1      | \$56.2198              | \$4,497.59          | \$9,744.78               | \$116.937            |
|                               |              |      |            | 2      | \$57.6260              | \$4,610.08          | \$9,988.51               |                      |
|                               |              |      |            | 3      | \$59.0664              | \$4,725.32          |                          |                      |
|                               |              |      |            | 4      | \$60.5428              |                     | \$10,238.20              |                      |
|                               |              |      |            | 5      | \$62.0563              |                     | \$10,756.44              |                      |
|                               |              |      |            | 5<br>6 | \$62.0563<br>\$63.6077 |                     | \$10,756.44              |                      |
|                               |              |      |            | 7      | \$65.1976              |                     | \$11,300.93              |                      |
|                               |              |      |            | /      | 101.1210               | 10.012, دب          | ΥΤΤ'200'22               | TTO'CCT'             |

| Classification Title                   | Calam: Damaa        | 11                | FLCA           | Chan   | Haudu                      | Maakh                       | Manthly                       | ٨٠٠٠٠     |
|----------------------------------------|---------------------|-------------------|----------------|--------|----------------------------|-----------------------------|-------------------------------|-----------|
| Maintenance Supervisor                 | Salary Range<br>185 | <b>Unit</b><br>SU | FLSA<br>Exompt | Step   | <b>Hourly</b><br>\$66.8279 | <b>Weekly</b><br>\$5,346.24 | <b>Monthly</b><br>\$11,583.52 | Annually  |
| Maintenance Supervisor                 | 165                 | 30                | Exempt         | 8<br>9 | \$68.4986                  | \$5,346.24<br>\$5,479.89    | \$11,585.52                   |           |
|                                        |                     |                   |                | 9      | ŞUO.490U                   | Ş <u>5,</u> 479.69          | \$11,075.10                   | Ş142,477  |
| Manager of Asset Management            | 190                 | UN                | Exempt         | 1      | \$71.7486                  | \$5.739.89                  | \$12,436.43                   | \$149.237 |
|                                        | 200                 | 0.11              | _//e//p+       | 2      | \$73.5428                  |                             | \$12,747.44                   |           |
|                                        |                     |                   |                | 3      | \$75.3808                  |                             | \$13,066.02                   |           |
|                                        |                     |                   |                | 4      | \$77.2654                  |                             | \$13,392.69                   |           |
|                                        |                     |                   |                | 5      | \$79.1972                  |                             | \$13,727.53                   |           |
|                                        |                     |                   |                | 6      | \$81.1770                  |                             | \$14,070.68                   |           |
|                                        |                     |                   |                | 7      | \$83.2063                  |                             | \$14,422.44                   |           |
|                                        |                     |                   |                | 8      | \$85.2866                  | . ,                         | \$14,783.02                   |           |
|                                        |                     |                   |                | 9      | \$87.4193                  |                             | \$15,152.70                   |           |
|                                        |                     |                   |                |        |                            |                             |                               |           |
| Manager of Contracts & Procurement     | 190                 | UN                | Exempt         | 1      | \$71.7486                  | \$5,739.89                  | \$12,436.43                   |           |
|                                        |                     |                   |                | 2      | \$73.5428                  | \$5,883.43                  | \$12,747.44                   |           |
|                                        |                     |                   |                | 3      | \$75.3808                  | \$6,030.47                  | \$13,066.02                   | \$156,792 |
|                                        |                     |                   |                | 4      | \$77.2654                  | \$6,181.24                  | \$13,392.69                   | \$160,712 |
|                                        |                     |                   |                | 5      | \$79.1972                  | \$6,335.78                  | \$13,727.53                   | \$164,730 |
|                                        |                     |                   |                | 6      | \$81.1770                  | \$6,494.16                  | \$14,070.68                   | \$168,848 |
|                                        |                     |                   |                | 7      | \$83.2063                  | \$6,656.51                  | \$14,422.44                   | \$173,069 |
|                                        |                     |                   |                | 8      | \$85.2866                  |                             | \$14,783.02                   |           |
|                                        |                     |                   |                | 9      | \$87.4193                  | \$6,993.55                  | \$15,152.70                   | \$181,832 |
| Manager of Engineering                 | 192                 | UN                | Exempt         | 1      | \$79.1039                  | \$6 328 32                  | \$13,711.36                   | \$164 536 |
|                                        | 192                 | <u>en</u>         | Exempt         | 2      | \$81.0818                  |                             | \$14,054.20                   |           |
|                                        |                     |                   |                | 3      | \$83.1087                  |                             | \$14,405.52                   |           |
|                                        |                     |                   |                | 4      | \$85.1861                  |                             | \$14,765.60                   |           |
|                                        |                     |                   |                | 5      | \$87.3159                  |                             | \$15,134.78                   |           |
|                                        |                     |                   |                | 6      | \$89.4991                  |                             | \$15,513.19                   |           |
|                                        |                     |                   |                | 7      | \$91.7361                  |                             | \$15,900.93                   |           |
|                                        |                     |                   |                | 8      | \$94.0299                  |                             | \$16,298.54                   |           |
|                                        |                     |                   |                | 9      | \$96.3803                  |                             | \$16,705.94                   |           |
| Manager of Environmental Services      | 190                 | UN                | Exempt         | 1      | \$71.7486                  | ¢E 720 90                   | \$12,436.43                   | ¢140.227  |
| Manager of Environmental Services      | 190                 | UN                | Exempt         | 1      | \$73.5428                  |                             | \$12,430.43                   |           |
|                                        |                     |                   |                | 2      | \$75.3808<br>\$75.3808     |                             | \$12,747.44                   |           |
|                                        |                     |                   |                | 4      | \$75.3808<br>\$77.2654     |                             | \$13,392.69                   |           |
|                                        |                     |                   |                | 4<br>5 | \$79.1972                  |                             | \$13,727.53                   |           |
|                                        |                     |                   |                | 6      | \$75.1572<br>\$81.1770     |                             | \$14,070.68                   |           |
|                                        |                     |                   |                | 7      | \$83.2063                  |                             | \$14,422.44                   |           |
|                                        |                     |                   |                | 8      | \$85.2866                  |                             | \$14,783.02                   |           |
|                                        |                     |                   |                | 9      | \$85.2800<br>\$87.4193     |                             | \$15,152.70                   |           |
|                                        |                     |                   |                |        |                            | . ,                         | . ,                           | . ,       |
| Manager of Facilities and Water System |                     |                   |                |        |                            |                             |                               |           |
| Programs                               | 190                 | UN                | Exempt         | 1      | \$71.7486                  |                             | \$12,436.43                   |           |
|                                        |                     |                   |                | 2      | \$73.5428                  |                             | \$12,747.44                   | . ,       |
|                                        |                     |                   |                | 3      | \$75.3808                  |                             | \$13,066.02                   |           |
|                                        |                     |                   |                | 4      | \$77.2654                  |                             | \$13,392.69                   |           |
|                                        |                     |                   |                | 5      | \$79.1972                  |                             | \$13,727.53                   |           |
|                                        |                     |                   |                | 6      | \$81.1770                  |                             | \$14,070.68                   |           |
|                                        |                     |                   |                | 7      | \$83.2063                  |                             | \$14,422.44                   |           |
|                                        |                     |                   |                | 8      | \$85.2866                  |                             | \$14,783.02                   |           |
|                                        |                     |                   |                | 9      | \$87.4193                  | \$6 <i>,</i> 993.55         | \$15,152.70                   | \$181,832 |
|                                        |                     |                   |                |        |                            |                             |                               |           |

| Classification Title              |              | 11   | FLCA   | Chan   | Usunhi                 | Maakhi              | Manthh                     | ٥٠٠٠٠              |
|-----------------------------------|--------------|------|--------|--------|------------------------|---------------------|----------------------------|--------------------|
|                                   | Salary Range | Unit | FLSA   | Step   | Hourly                 | Weekly              | Monthly                    | Annually           |
| Manager of Grants                 | 190          | UN   | Exempt | 1      | \$71.7486              | \$5,739.89          | \$12,436.43                |                    |
|                                   |              |      |        | 2      | \$73.5428              | \$5,883.43          |                            |                    |
|                                   |              |      |        | 3      | \$75.3808              | \$6,030.47          |                            |                    |
|                                   |              |      |        | 4      | \$77.2654              |                     |                            |                    |
|                                   |              |      |        | 5      | \$79.1972              |                     |                            |                    |
|                                   |              |      |        | 6      | \$81.1770              |                     | \$14,070.68                |                    |
|                                   |              |      |        | 7      | \$83.2063              |                     | \$14,422.44                |                    |
|                                   |              |      |        | 8      | \$85.2866              |                     | \$14,783.02                |                    |
|                                   |              |      |        | 9      | \$87.4193              | \$6,993.55          | \$15,152.70                | \$181 <i>,</i> 832 |
| Manager of Human Resources        | 190          | UN   | Exempt | 1      | \$71.7486              | \$5 <i>,</i> 739.89 | \$12,436.43                | \$149,237          |
|                                   |              |      |        | 2      | \$73.5428              | \$5,883.43          | \$12,747.44                | \$152,969          |
|                                   |              |      |        | 3      | \$75.3808              | \$6,030.47          | \$13,066.02                | \$156,792          |
|                                   |              |      |        | 4      | \$77.2654              | \$6,181.24          | \$13,392.69                | \$160,712          |
|                                   |              |      |        | 5      | \$79.1972              | \$6,335.78          | \$13,727.53                | \$164,730          |
|                                   |              |      |        | 6      | \$81.1770              | \$6,494.16          | \$14,070.68                | \$168,848          |
|                                   |              |      |        | 7      | \$83.2063              |                     | \$14,422.44                |                    |
|                                   |              |      |        | 8      | \$85.2866              | \$6,822.93          | \$14,783.02                |                    |
|                                   |              |      |        | 9      | \$87.4193              |                     | \$15,152.70                |                    |
| Manager of Information Technology | 190          | UN   | Exempt | 1      | \$71.7486              | \$5,739.89          | \$12,436.43                | ¢110 227           |
| Manager of mormation recinology   | 190          | UN   | Lxempt | 2      | \$73.5428              |                     | \$12,747.44                |                    |
|                                   |              |      |        |        |                        | \$5,883.43          |                            |                    |
|                                   |              |      |        | 3      | \$75.3808              | \$6,030.47          |                            |                    |
|                                   |              |      |        | 4      | \$77.2654              |                     | \$13,392.69                |                    |
|                                   |              |      |        | 5      | \$79.1972              | \$6,335.78          |                            |                    |
|                                   |              |      |        | 6      | \$81.1770              | \$6,494.16          |                            |                    |
|                                   |              |      |        | 7      | \$83.2063              |                     | \$14,422.44                |                    |
|                                   |              |      |        | 8      | \$85.2866              | \$6,822.93          |                            |                    |
|                                   |              |      |        | 9      | \$87.4193              | \$6,993.55          | \$15,152.70                | \$181 <i>,</i> 832 |
| Manager of Internal Audit         | 190          | UN   | Exempt | 1      | \$71.7486              | \$5,739.89          | \$12,436.43                | \$149,237          |
|                                   |              |      |        | 2      | \$73.5428              | \$5,883.43          | \$12,747.44                | \$152,969          |
|                                   |              |      |        | 3      | \$75.3808              | \$6,030.47          | \$13,066.02                | \$156,792          |
|                                   |              |      |        | 4      | \$77.2654              | \$6,181.24          | \$13,392.69                | \$160,712          |
|                                   |              |      |        | 5      | \$79.1972              | \$6,335.78          | \$13,727.53                | \$164,730          |
|                                   |              |      |        | 6      | \$81.1770              | \$6,494.16          | \$14,070.68                | \$168,848          |
|                                   |              |      |        | 7      | \$83.2063              | \$6,656.51          | \$14,422.44                | \$173 <i>,</i> 069 |
|                                   |              |      |        | 8      | \$85.2866              | \$6,822.93          | \$14,783.02                | \$177,396          |
|                                   |              |      |        | 9      | \$87.4193              | \$6,993.55          | \$15,152.70                | \$181,832          |
| Manager of Laboratories           | 190          | UN   | Exempt | 1      | \$71.7486              | \$5,739.89          | \$12,436.43                | \$149.237          |
|                                   |              | •••• |        | 2      | \$73.5428              |                     | \$12,747.44                |                    |
|                                   |              |      |        | 3      | \$75.3808              |                     | \$13,066.02                |                    |
|                                   |              |      |        | 4      | \$77.2654              |                     | \$13,392.69                |                    |
|                                   |              |      |        | 5      | \$79.1972              |                     | \$13,727.53                |                    |
|                                   |              |      |        | 6      | \$81.1770              |                     | \$14,070.68                |                    |
|                                   |              |      |        | 7      | \$83.2063              |                     | \$14,070.08                |                    |
|                                   |              |      |        | 8      | \$83.2063<br>\$85.2866 |                     | \$14,422.44<br>\$14,783.02 |                    |
|                                   |              |      |        | 8<br>9 | \$85.2800<br>\$87.4193 |                     | \$14,783.02<br>\$15,152.70 |                    |
|                                   |              |      |        | Э      | əo7.4193               | 22.555,0¢           | şτ2,152.70                 | ζ <b>Ι</b> δΙ,δ3Ζ  |
| Manager of Maintenance            | 192          | UN   | Exempt | 1      | \$79.1039              |                     | \$13,711.36                |                    |
|                                   |              |      |        | 2      | \$81.0818              |                     | \$14,054.20                |                    |
|                                   |              |      |        | 3      | \$83.1087              |                     | \$14,405.52                |                    |
|                                   |              |      |        | 4      | \$85.1861              | \$6,814.89          | \$14,765.60                | \$177,187          |

| Classification Title                      | Salary Range | Unit | FLSA   | Step   | Hourly                 | Weekly              | Monthly              | Annually           |
|-------------------------------------------|--------------|------|--------|--------|------------------------|---------------------|----------------------|--------------------|
| Manager of Maintenance                    | 192          | UN   | Exempt | 5      | \$87.3159              | ,<br>\$6,985.28     | ,<br>\$15,134.78     | -                  |
|                                           | -            | -    |        | 6      | \$89.4991              | \$7,159.93          | \$15,513.19          |                    |
|                                           |              |      |        | 7      | \$91.7361              | \$7,338.89          | \$15,900.93          |                    |
|                                           |              |      |        | 8      | \$94.0299              |                     | \$16,298.54          |                    |
|                                           |              |      |        | 9      | \$96.3803              |                     | \$16,705.94          |                    |
|                                           |              |      |        | 5      | \$90.3803              | <i>Ş1,1</i> 10.45   | \$10,705.94          | Ş200,471           |
| Manager of Operations                     | 192          | UN   | Exempt | 1      | \$79.1039              | ¢6 378 37           | \$13,711.36          | \$164 536          |
| Manager of Operations                     | 152          | ON   | LXempt | 2      | \$81.0818              |                     | \$14,054.20          |                    |
|                                           |              |      |        | 3      | \$83.10818             |                     | \$14,405.52          |                    |
|                                           |              |      |        | 4      | \$85.1861<br>\$85.1861 |                     | \$14,765.60          |                    |
|                                           |              |      |        | 4<br>5 | \$87.3159              |                     | \$14,705.00          |                    |
|                                           |              |      |        |        |                        |                     |                      |                    |
|                                           |              |      |        | 6      | \$89.4991              |                     | \$15,513.19          |                    |
|                                           |              |      |        | 7      | \$91.7361              |                     | \$15,900.93          |                    |
|                                           |              |      |        | 8      | \$94.0299              |                     | \$16,298.54          |                    |
|                                           |              |      |        | 9      | \$96.3803              | Ş7,710.43           | \$16,705.94          | \$200,471          |
|                                           |              |      |        |        |                        |                     |                      |                    |
|                                           | 102          |      | E      | 4      | 670 4020               | ¢c 220 22           | 642 744 26           | 6464 526           |
| Manager of Regional Composting Authority  | 192          | UN   | Exempt | 1      | \$79.1039              |                     | \$13,711.36          |                    |
|                                           |              |      |        | 2      | \$81.0818              |                     | \$14,054.20          |                    |
|                                           |              |      |        | 3      | \$83.1087              |                     | \$14,405.52          |                    |
|                                           |              |      |        | 4      | \$85.1861              |                     | \$14,765.60          |                    |
|                                           |              |      |        | 5      | \$87.3159              |                     | \$15,134.78          |                    |
|                                           |              |      |        | 6      | \$89.4991              |                     | \$15,513.19          |                    |
|                                           |              |      |        | 7      | \$91.7361              |                     | \$15,900.93          |                    |
|                                           |              |      |        | 8      | \$94.0299              |                     | \$16,298.54          |                    |
|                                           |              |      |        | 9      | \$96.3803              | \$7,710.43          | \$16,705.94          | \$200,471          |
|                                           |              |      |        |        |                        |                     |                      |                    |
|                                           | 100          |      | - ·    |        | 470 4000               | <i>4c</i> 222 22    | 440 <b>7</b> 44 0.0  | A.C. 50C           |
| Manager of Strategic Planning & Resources | 192          | UN   | Exempt | 1      | \$79.1039              |                     | \$13,711.36          |                    |
|                                           |              |      |        | 2      | \$81.0818              |                     | \$14,054.20          |                    |
|                                           |              |      |        | 3      | \$83.1087              |                     | \$14,405.52          |                    |
|                                           |              |      |        | 4      | \$85.1861              |                     | \$14,765.60          |                    |
|                                           |              |      |        | 5      | \$87.3159              |                     | \$15,134.78          |                    |
|                                           |              |      |        | 6      | \$89.4991              |                     | \$15,513.19          |                    |
|                                           |              |      |        | 7      | \$91.7361              |                     | \$15,900.93          |                    |
|                                           |              |      |        | 8      |                        |                     | \$16,298.54          |                    |
|                                           |              |      |        | 9      | \$96.3803              | \$7,710.43          | \$16,705.94          | \$200,471          |
| _                                         |              |      |        |        |                        |                     |                      |                    |
| Manager of Water Resources                | 190          | UN   | Exempt | 1      | \$71.7486              |                     | \$12 <i>,</i> 436.43 |                    |
|                                           |              |      |        | 2      | \$73.5428              |                     | \$12,747.44          |                    |
|                                           |              |      |        | 3      | \$75.3808              |                     | \$13,066.02          |                    |
|                                           |              |      |        | 4      |                        |                     | \$13,392.69          |                    |
|                                           |              |      |        | 5      | \$79.1972              | \$6 <i>,</i> 335.78 | \$13,727.53          | \$164,730          |
|                                           |              |      |        | 6      | \$81.1770              | \$6,494.16          | \$14,070.68          | \$168,848          |
|                                           |              |      |        | 7      | \$83.2063              | \$6,656.51          | \$14,422.44          | \$173 <i>,</i> 069 |
|                                           |              |      |        | 8      | \$85.2866              | \$6,822.93          | \$14,783.02          | \$177,396          |
|                                           |              |      |        | 9      | \$87.4193              | \$6,993.55          | \$15,152.70          | \$181,832          |
|                                           |              |      |        |        |                        |                     |                      |                    |
| Materials Specialist                      | 182          | PR   | Exempt | 1      | \$48.5664              | \$3,885.32          | \$8,418.20           | \$101,018          |
|                                           |              |      |        | 2      | \$49.7799              | \$3,982.40          | \$8,628.54           | \$103,542          |
|                                           |              |      |        | 3      | \$51.0250              | \$4,082.00          | \$8,844.34           | \$106,132          |
|                                           |              |      |        | 4      | \$52.3000              | \$4,184.00          |                      |                    |
|                                           |              |      |        | 5      | \$53.6077              | \$4,288.62          | \$9,292.01           |                    |
|                                           |              |      |        | 6      | \$54.9476              | \$4,395.81          | \$9,524.26           |                    |
|                                           |              |      |        |        |                        |                     |                      | -                  |

| Classification Title<br>Materials Specialist | Salary Range<br>182 | <b>Unit</b><br>PR | <b>FLSA</b><br>Exempt | Step<br>7 | <b>Hourly</b><br>\$56.3217 | <b>Weekly</b><br>\$4,505.74<br>\$4,618.40 | <b>Monthly</b><br>\$9,762.44<br>\$10,006.54 | <b>Annually</b><br>\$117,149                  |
|----------------------------------------------|---------------------|-------------------|-----------------------|-----------|----------------------------|-------------------------------------------|---------------------------------------------|-----------------------------------------------|
|                                              |                     |                   |                       | 8<br>9    | \$57.7299<br>\$59.1726     | \$4,018.40<br>\$4,733.81                  | \$10,000.54                                 |                                               |
|                                              |                     |                   |                       |           | ·                          | . ,                                       | . ,                                         | . ,                                           |
| Mechanic I                                   | 172                 | GU                | Non-exempt            | 1         | \$29.8226                  | \$2,385.81                                | \$5,169.26                                  | \$62,031                                      |
|                                              |                     |                   |                       | 2         | \$30.5683                  | \$2,445.47                                | \$5,298.52                                  | \$63,582                                      |
|                                              |                     |                   |                       | 3         | \$31.3327                  | \$2,506.62                                | \$5,431.01                                  | \$65,172                                      |
|                                              |                     |                   |                       | 4         | \$32.1159                  | \$2,569.28                                | \$5,566.78                                  | \$66,801                                      |
|                                              |                     |                   |                       | 5         | \$32.9188                  | \$2,633.51                                | \$5,705.94                                  | \$68,471                                      |
|                                              |                     |                   |                       | 6<br>7    | \$33.7419<br>\$34.5851     | \$2,699.36<br>\$2,766.81                  | \$5,848.62<br>\$5,994.76                    | \$70,183<br>\$71,937                          |
|                                              |                     |                   |                       | 8         | \$35.4500                  | \$2,836.00                                | \$5,994.70<br>\$6,144.67                    | \$73,736                                      |
|                                              |                     |                   |                       | 9         | \$35.4300<br>\$36.3361     | \$2,906.89                                | \$6,298.27                                  | \$75,579                                      |
|                                              |                     |                   |                       | 5         | <i>950.5501</i>            | <i>\$2,500.05</i>                         | <i>\$0,230.27</i>                           | <i>, , , , , , , , , , , , , , , , , , , </i> |
| Mechanic II                                  | 176                 | GU                | Non-exempt            | 1         | \$36.2419                  | \$2,899.36                                | \$6,281.95                                  | \$75 <i>,</i> 383                             |
|                                              |                     |                   |                       | 2         | \$37.1481                  | \$2,971.85                                | \$6,439.01                                  | \$77,268                                      |
|                                              |                     |                   |                       | 3         | \$38.0765                  | \$3,046.12                                | \$6,599.93                                  | \$79 <i>,</i> 199                             |
|                                              |                     |                   |                       | 4         | \$39.0289                  | \$3,122.32                                | \$6,765.03                                  | \$81,180                                      |
|                                              |                     |                   |                       | 5         | \$40.0044                  | \$3,200.36                                | \$6,934.12                                  | \$83,209                                      |
|                                              |                     |                   |                       | 6         | \$41.0049                  | \$3,280.40                                | \$7,107.54                                  | \$85,290                                      |
|                                              |                     |                   |                       | 7         | \$42.0299                  | \$3,362.40                                | \$7,285.20                                  | \$87,422                                      |
|                                              |                     |                   |                       | 8         | \$43.0803                  | \$3,446.43                                | \$7,467.27                                  | \$89,607                                      |
|                                              |                     |                   |                       | 9         | \$44.1577                  | \$3,532.62                                | \$7,654.01                                  | \$91 <i>,</i> 848                             |
| Mechanic III                                 | 179                 | GU                | Non-exempt            | 1         | \$41.9553                  | \$3 <i>,</i> 356.43                       | \$7,272.27                                  | \$87,267                                      |
|                                              |                     |                   |                       | 2         | \$43.0049                  | \$3,440.40                                | \$7,454.20                                  | \$89 <i>,</i> 450                             |
|                                              |                     |                   |                       | 3         | \$44.0799                  | \$3,526.40                                | \$7,640.54                                  | \$91,686                                      |
|                                              |                     |                   |                       | 4         | \$45.1818                  | \$3,614.55                                | \$7,831.53                                  | \$93,978                                      |
|                                              |                     |                   |                       | 5         | \$46.3111                  | \$3,704.89                                | \$8,027.27                                  | \$96,327                                      |
|                                              |                     |                   |                       | 6         | \$47.4688                  | \$3,797.51                                | \$8,227.94                                  | \$98,735                                      |
|                                              |                     |                   |                       | 7         | \$48.6558                  | \$3,892.47                                | \$8,433.69                                  | \$101,204                                     |
|                                              |                     |                   |                       | 8         | \$49.8722                  | \$3,989.78                                | \$8,644.53                                  | \$103,734                                     |
|                                              |                     |                   |                       | 9         | \$51.1188                  | \$4,089.51                                | \$8,860.61                                  | \$106,327                                     |
| Mechanic IV                                  | 181                 | GU                | Non-exempt            | 1         | \$46.2534                  | \$3,700.28                                | \$8,017.28                                  | \$96,207                                      |
|                                              |                     |                   |                       | 2         | \$47.4097                  | \$3,792.78                                |                                             | \$98,612                                      |
|                                              |                     |                   |                       | 3         | \$48.5948                  | \$3,887.59                                | \$8,423.12                                  |                                               |
|                                              |                     |                   |                       | 4         | \$49.8097                  | \$3,984.78                                | \$8,633.69                                  |                                               |
|                                              |                     |                   |                       | 5         | \$51.0544                  | \$4,084.36                                | \$8,849.45                                  |                                               |
|                                              |                     |                   |                       | 6<br>7    | \$52.3313<br>\$53.6395     | \$4,186.51<br>\$4,291.16                  | \$9,070.78<br>\$9,297.52                    |                                               |
|                                              |                     |                   |                       | 8         | \$53.6395<br>\$54.9803     | \$4,291.16<br>\$4,398.43                  | \$9,297.52<br>\$9,529.94                    |                                               |
|                                              |                     |                   |                       | 9         | \$56.3553                  | \$4,508.43                                | \$9,768.27                                  |                                               |
|                                              |                     |                   |                       | 5         | <i>Ş</i> 50.5555           | Ş4,500.45                                 | <i>\$5,700.27</i>                           | <i><b><i>Y</i>117,215</b></i>                 |
| Network Administrator                        | 183                 | PR                | Exempt                | 1         | \$50.9967                  | \$4,079.74                                | \$8,839.44                                  | \$106,073                                     |
|                                              |                     |                   |                       | 2         | \$52.2712                  | \$4,181.70                                | \$9,060.35                                  | \$108,724                                     |
|                                              |                     |                   |                       | 3         | \$53.5779                  | \$4,286.24                                | \$9,286.86                                  |                                               |
|                                              |                     |                   |                       | 4         | \$54.9178                  | \$4,393.43                                |                                             |                                               |
|                                              |                     |                   |                       | 5         | \$56.2909                  | \$4,503.28                                |                                             |                                               |
|                                              |                     |                   |                       | 6         | \$57.6976                  |                                           | \$10,000.93                                 |                                               |
|                                              |                     |                   |                       | 7         | \$59.1400                  |                                           | \$10,250.94                                 |                                               |
|                                              |                     |                   |                       | 8         | \$60.6188                  |                                           | \$10,507.28                                 |                                               |
|                                              |                     |                   |                       | 9         | \$62.1342                  | ə4,970.74                                 | \$10,769.94                                 | \$173,733                                     |

| Classification Title                      | Colony Dongo        | l lait            | FLSA       | Ston   | Hourby                     | Maakhy                                       | Monthly                                                   | Annually                    |
|-------------------------------------------|---------------------|-------------------|------------|--------|----------------------------|----------------------------------------------|-----------------------------------------------------------|-----------------------------|
| Office Assistant                          | Salary Range<br>166 | <b>Unit</b><br>GU |            | Step   | <b>Hourly</b><br>\$22.2568 | Weekly<br>\$1,780.55                         | <b>Monthly</b><br>\$3,857.86                              | <b>Annually</b><br>\$46,294 |
| Office Assistant                          | 100                 | GU                | Non-exempt | 1<br>2 | \$22.2508<br>\$22.8135     | \$1,825.08                                   | \$3,954.34                                                | \$40,294<br>\$47,452        |
|                                           |                     |                   |            | 2      | \$22.8135<br>\$23.3837     | \$1,825.08                                   | \$3,954.54<br>\$4,053.19                                  | \$47,432<br>\$48,638        |
|                                           |                     |                   |            | 4      | \$23.3837<br>\$23.9683     | \$1,917.47                                   | \$4,053.19<br>\$4,154.52                                  | \$49,854                    |
|                                           |                     |                   |            | 4<br>5 | \$23.9083<br>\$24.5674     | \$1,965.40                                   | \$4,154.52<br>\$4,258.37                                  | \$49,854<br>\$51,100        |
|                                           |                     |                   |            | 6      | \$24.3074<br>\$25.1818     | \$2,014.55                                   | \$4,258.37<br>\$4,364.86                                  | \$52,378                    |
|                                           |                     |                   |            | 7      | \$25.8111<br>\$25.8111     | \$2,064.89                                   | \$4,473.93                                                | \$53,687                    |
|                                           |                     |                   |            | 8      | \$26.4563                  | \$2,116.51                                   | \$4,473.93<br>\$4,585.78                                  | \$55,087<br>\$55,029        |
|                                           |                     |                   |            | 9      | \$20.4303<br>\$27.1174     | \$2,169.40                                   | \$4,385.78<br>\$4,700.37                                  | \$55,029<br>\$56,404        |
|                                           |                     |                   |            | 5      | Υ <u></u>                  | <i>92,103.</i> +0                            | <i>ү</i> <del>,</del> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | <b>,50,404</b>              |
| Office Assistant (confidential)           | 166                 | UN                | Non-exempt | 1      | \$22.2568                  | \$1,780.55                                   | \$3,857.86                                                | \$46,294                    |
|                                           |                     |                   |            | 2      | \$22.8135                  | \$1,825.08                                   | \$3,954.34                                                | \$47,452                    |
|                                           |                     |                   |            | 3      | \$23.3837                  | \$1,870.70                                   | \$4,053.19                                                | \$48,638                    |
|                                           |                     |                   |            | 4      | \$23.9683                  | \$1,917.47                                   | \$4,154.52                                                | \$49,854                    |
|                                           |                     |                   |            | 5      | \$24.5674                  | \$1,965.40                                   | \$4,258.37                                                | \$51,100                    |
|                                           |                     |                   |            | 6      | \$25.1818                  | \$2,014.55                                   | \$4,364.86                                                | \$52,378                    |
|                                           |                     |                   |            | 7      | \$25.8111                  | \$2,064.89                                   | \$4,473.93                                                | \$53,687                    |
|                                           |                     |                   |            | 8      | ,<br>\$26.4563             | \$2,116.51                                   | \$4,585.78                                                | \$55,029                    |
|                                           |                     |                   |            | 9      | \$27.1174                  | \$2,169.40                                   | \$4,700.37                                                | \$56,404                    |
|                                           |                     |                   |            |        |                            | . ,                                          | . ,                                                       | . ,                         |
| Operations and Maintenance Training       |                     |                   |            |        |                            |                                              |                                                           |                             |
| Coordinator                               | 183                 | UN                | Non-exempt | 1      | \$50.9967                  | \$4,079.74                                   | \$8,839.44                                                | \$106,073                   |
|                                           |                     |                   |            | 2      | \$52.2712                  | \$4,181.70                                   | \$9,060.35                                                | \$108,724                   |
|                                           |                     |                   |            | 3      | \$53.5779                  | \$4,286.24                                   | \$9 <i>,</i> 286.86                                       | \$111,442                   |
|                                           |                     |                   |            | 4      | \$54.9178                  | \$4,393.43                                   | \$9,519.10                                                | \$114,229                   |
|                                           |                     |                   |            | 5      | \$56.2909                  | \$4,503.28                                   | \$9,757.11                                                | \$117 <i>,</i> 085          |
|                                           |                     |                   |            | 6      | \$57.6976                  | \$4,615.81                                   | \$10,000.93                                               | \$120,011                   |
|                                           |                     |                   |            | 7      | \$59.1400                  | \$4,731.20                                   | \$10,250.94                                               | \$123,011                   |
|                                           |                     |                   |            | 8      | \$60.6188                  | \$4,849.51                                   | \$10,507.28                                               | \$126 <i>,</i> 087          |
|                                           |                     |                   |            | 9      | \$62.1342                  | \$4,970.74                                   | \$10,769.94                                               | \$129,239                   |
| On emotions for existint                  | 170                 |                   | Freedom    | 4      | ć 44.0552                  | 62.25 <i>6</i> .42                           | 67 272 27                                                 | ¢07.267                     |
| Operations Specialist                     | 179                 | UN                | Exempt     | 1      | \$41.9553                  | \$3,356.43                                   | \$7,272.27                                                | \$87,267                    |
|                                           |                     |                   |            | 2      | \$43.0049                  | \$3,440.40                                   | \$7,454.20                                                | \$89,450                    |
|                                           |                     |                   |            | 3      | \$44.0799                  | \$3,526.40                                   | \$7,640.54                                                | \$91,686                    |
|                                           |                     |                   |            | 4      | \$45.1818                  | \$3,614.55                                   | \$7,831.53                                                | \$93,978                    |
|                                           |                     |                   |            | 5      | \$46.3111                  | \$3,704.89                                   | \$8,027.27                                                | \$96,327                    |
|                                           |                     |                   |            | 6      | \$47.4688                  | \$3,797.51                                   | \$8,227.94                                                | \$98,735                    |
|                                           |                     |                   |            | 7      | \$48.6558                  | \$3,892.47                                   | \$8,433.69                                                | \$101,204                   |
|                                           |                     |                   |            | 8      | \$49.8722                  | \$3,989.78                                   | \$8,644.53                                                | \$103,734                   |
|                                           |                     |                   |            | 9      | \$51.1188                  | \$4,089.51                                   | \$8,860.61                                                | \$106,327                   |
| Operations Supervisor                     | 185                 | SU                | Non-exempt | 1      | \$56.2198                  | \$4,497.59                                   | \$9,744.78                                                | \$116.937                   |
|                                           | 105                 | 50                | Non exempt | 2      | \$57.6260                  | \$4,610.08                                   | \$9,988.51                                                |                             |
|                                           |                     |                   |            | 3      | \$59.0664                  | \$4,725.32                                   |                                                           |                             |
|                                           |                     |                   |            | 4      | \$60.5428                  | \$4,843.43                                   | \$10,494.10                                               |                             |
|                                           |                     |                   |            | 5      | \$62.0563                  |                                              | \$10,756.44                                               |                             |
|                                           |                     |                   |            | 6      | \$63.6077                  |                                              | \$11,025.35                                               |                             |
|                                           |                     |                   |            | 7      | \$65.1976                  |                                              | \$11,300.93                                               |                             |
|                                           |                     |                   |            | 8      | \$66.8279                  |                                              | \$11,583.52                                               |                             |
|                                           |                     |                   |            | 9      | \$68.4986                  |                                              | \$11,873.10                                               |                             |
|                                           |                     |                   |            | 2      | <i>+•••••••••••••</i>      | <i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i> | + = = , 0 , 0 . 10                                        | ÷=·=,.,,                    |
|                                           |                     |                   |            |        |                            |                                              |                                                           |                             |
| Pretreatment & Source Control Inspector I | 174                 | GU                | Non-exempt | 1      | \$32.8755                  | \$2,630.04                                   | \$5,698.42                                                | \$68,381                    |
|                                           |                     |                   | •          | 2      | \$33.6976                  | \$2,695.81                                   |                                                           | \$70,091                    |
|                                           |                     |                   |            |        |                            | -                                            |                                                           | · •                         |

| Classification Title                       | Salary Range | Unit     | FLSA       | Step | Hourly    | Weekly             | Monthly             | Annually           |
|--------------------------------------------|--------------|----------|------------|------|-----------|--------------------|---------------------|--------------------|
| Pretreatment & Source Control Inspector I  | 174          | GU       | Non-exempt | 3    | \$34.5400 | \$2,763.20         | \$5 <i>,</i> 986.94 | \$71,843           |
|                                            |              |          |            | 4    | \$35.4034 | \$2,832.28         | \$6,136.61          | \$73,639           |
|                                            |              |          |            | 5    | \$36.2885 | \$2,903.08         | \$6,290.01          | \$75,480           |
|                                            |              |          |            | 6    | \$37.1957 | \$2,975.66         | \$6,447.27          | \$77,367           |
|                                            |              |          |            | 7    | \$38.1255 | \$3,050.04         | \$6,608.42          | \$79,301           |
|                                            |              |          |            | 8    | \$39.0789 | \$3,126.32         | \$6,773.70          | \$81,284           |
|                                            |              |          |            | 9    | \$40.0558 | \$3,204.47         | \$6,943.02          | \$83,316           |
| Pretreatment & Source Control Inspector II | 177          | GU       | Non-exempt | 1    | \$38.0549 | \$3,044.40         | \$6,596.20          | \$79,154           |
|                                            |              |          | ten exempt | 2    | \$39.0068 | \$3,120.55         | \$6,761.20          | \$81,134           |
|                                            |              |          |            | 3    | \$39.9818 | \$3,198.55         | \$6,930.20          | \$83,162           |
|                                            |              |          |            | 4    | \$40.9813 | \$3,278.51         | \$7,103.44          | \$85,241           |
|                                            |              |          |            | 5    | \$42.0058 | \$3,360.47         | \$7,281.02          | \$87,372           |
|                                            |              |          |            | 6    | \$43.0558 | \$3,444.47         | \$7,463.02          | \$89,556           |
|                                            |              |          |            | 7    | \$44.1323 | \$3,530.59         | \$7,649.62          | \$91,795           |
|                                            |              |          |            | 8    | \$45.2356 | \$3,618.85         | \$7,840.85          | \$94,090           |
|                                            |              |          |            | 9    | \$46.3664 | \$3,709.32         | \$8,036.86          | \$96,442           |
|                                            |              |          |            | 5    | 340.3004  | Ş3,70 <u>3</u> .32 | \$8,030.80          | <i>350,442</i>     |
| Principal Accountant                       | 186          | UN       | Exempt     | 1    | \$59.0327 | \$4,722.62         | \$10,232.35         |                    |
|                                            |              |          |            | 2    | \$60.5087 | \$4,840.70         | \$10,488.19         |                    |
|                                            |              |          |            | 3    | \$62.0212 | \$4,961.70         | \$10,750.35         |                    |
|                                            |              |          |            | 4    | \$63.5722 | \$5,085.78         | \$11,019.19         | \$132,230          |
|                                            |              |          |            | 5    | \$65.1611 | \$5,212.89         | \$11,294.60         |                    |
|                                            |              |          |            | 6    | \$66.7904 | \$5,343.24         | \$11,577.02         | \$138,924          |
|                                            |              |          |            | 7    | \$68.4601 | \$5,476.81         | \$11,866.43         | \$142,397          |
|                                            |              |          |            | 8    | \$70.1717 | \$5,613.74         | \$12,163.11         | \$145,957          |
|                                            |              |          |            | 9    | \$71.9255 | \$5,754.04         | \$12,467.09         | \$149,605          |
| Principal Engineer                         | 188          | UN       | Exempt     | 1    | \$65.0794 | \$5,206.36         | \$11,280.45         | \$135,365          |
|                                            |              |          |            | 2    | \$66.7068 | \$5,336.55         | \$11,562.53         | \$138,750          |
|                                            |              |          |            | 3    | \$68.3746 | \$5,469.97         | \$11,851.61         | \$142,219          |
|                                            |              |          |            | 4    | \$70.0832 | \$5,606.66         | \$12,147.77         | \$145,773          |
|                                            |              |          |            | 5    | \$71.8356 | \$5,746.85         | \$12,451.51         | \$149,418          |
|                                            |              |          |            | 6    | \$73.6313 |                    | \$12,762.78         |                    |
|                                            |              |          |            | 7    | \$75.4726 | \$6,037.81         | \$13,081.93         | \$156,983          |
|                                            |              |          |            | 8    | \$77.3592 |                    | \$13,408.94         |                    |
|                                            |              |          |            | 9    | \$79.2933 |                    | \$13,744.19         |                    |
| Decore Automatics 9 Cost of Course         | 405          | <b>C</b> | <b>F</b>   | 4    | 656 2425  | 64 407 55          | 60 744 75           | 6446 667           |
| Process Automation & Controls Supervisor   | 185          | SU       | Exempt     | 1    | \$56.2198 | \$4,497.59         | \$9,744.78          |                    |
|                                            |              |          |            | 2    | \$57.6260 | \$4,610.08         | \$9,988.51          |                    |
|                                            |              |          |            | 3    | \$59.0664 |                    | \$10,238.20         |                    |
|                                            |              |          |            | 4    | \$60.5428 |                    | \$10,494.10         |                    |
|                                            |              |          |            | 5    | \$62.0563 |                    | \$10,756.44         |                    |
|                                            |              |          |            | 6    | \$63.6077 |                    | \$11,025.35         |                    |
|                                            |              |          |            | 7    | \$65.1976 | \$5,215.81         |                     |                    |
|                                            |              |          |            | 8    | \$66.8279 | \$5,346.24         | \$11,583.52         |                    |
|                                            |              |          |            | 9    | \$68.4986 | \$5,479.89         | \$11,873.10         | \$142 <i>,</i> 477 |
| Procurement Specialist I                   | 174          | PR       | Non-exempt | 1    | \$32.8755 | \$2,630.04         | \$5,698.42          | \$68,381           |
|                                            |              |          |            | 2    | \$33.6976 | \$2,695.81         | \$5,840.93          | \$70,091           |
|                                            |              |          |            | 3    | \$34.5400 | \$2,763.20         |                     | \$71,843           |
|                                            |              |          |            | 4    | \$35.4034 | \$2,832.28         | \$6,136.61          | \$73,639           |

| Classification Title                   | Salary Range | Unit | FLSA       | Step | Hourly    | Weekly              | Monthly     | Annually          |
|----------------------------------------|--------------|------|------------|------|-----------|---------------------|-------------|-------------------|
| Procurement Specialist I               | 174          | PR   | Non-exempt | 5    | \$36.2885 | \$2,903.08          | \$6,290.01  | \$75,480          |
|                                        |              |      |            | 6    | \$37.1957 | \$2,975.66          | \$6,447.27  | \$77,367          |
|                                        |              |      |            | 7    | \$38.1255 | \$3,050.04          | \$6,608.42  | \$79 <i>,</i> 301 |
|                                        |              |      |            | 8    | \$39.0789 | \$3,126.32          | \$6,773.70  | \$81,284          |
|                                        |              |      |            | 9    | \$40.0558 | \$3,204.47          | \$6,943.02  | \$83,316          |
| Procurement Specialist II <sup>1</sup> | 175          | PR   | Non-exempt | 1    | \$34.5174 | \$2,761.40          | \$5,983.04  | \$71,796          |
|                                        |              |      |            | 2    | \$35.3803 | \$2,830.43          | \$6,132.60  | \$73 <i>,</i> 591 |
|                                        |              |      |            | 3    | \$36.2645 | \$2,901.16          | \$6,285.85  | \$75 <i>,</i> 430 |
|                                        |              |      |            | 4    | \$37.1712 | \$2,973.70          | \$6,443.02  | \$77,316          |
|                                        |              |      |            | 5    | \$38.1005 | \$3,048.04          | \$6,604.09  | \$79,249          |
|                                        |              |      |            | 6    | \$39.0529 | \$3,124.24          | \$6,769.19  | \$81,230          |
|                                        |              |      |            | 7    | \$40.0294 | \$3,202.36          | \$6,938.45  | \$83,261          |
|                                        |              |      |            | 8    | \$41.0299 | \$3,282.40          | \$7,111.87  | \$85,342          |
|                                        |              |      |            | 9    | \$42.0558 | \$3,364.47          | \$7,289.69  | \$87,476          |
| Project Manager I                      | 184          | PR   | Exempt     | 1    | \$53.5443 | \$4,283.55          |             | \$111,372         |
|                                        |              |      |            | 2    | \$54.8832 | \$4,390.66          | \$9,513.10  | \$114,157         |
|                                        |              |      |            | 3    | \$56.2553 | \$4,500.43          | \$9,750.94  |                   |
|                                        |              |      |            | 4    | \$57.6616 | \$4,612.93          |             | \$119,936         |
|                                        |              |      |            | 5    | \$59.1034 | \$4,728.28          |             |                   |
|                                        |              |      |            | 6    | \$60.5808 | \$4,846.47          |             |                   |
|                                        |              |      |            | 7    | \$62.0952 |                     | \$10,763.18 |                   |
|                                        |              |      |            | 8    | \$63.6472 | \$5,091.78          |             |                   |
|                                        |              |      |            | 9    | \$65.2390 | \$5,219.12          | \$11,308.10 | \$135,697         |
| Project Manager II                     | 185          | PR   | Exempt     | 1    | \$56.2198 | \$4 <i>,</i> 497.59 | \$9,744.78  | \$116,937         |
|                                        |              |      |            | 2    | \$57.6260 | \$4,610.08          | \$9,988.51  |                   |
|                                        |              |      |            | 3    | \$59.0664 |                     | \$10,238.20 |                   |
|                                        |              |      |            | 4    | \$60.5428 |                     | \$10,494.10 |                   |
|                                        |              |      |            | 5    | \$62.0563 |                     | \$10,756.44 |                   |
|                                        |              |      |            | 6    | \$63.6077 | \$5,088.62          | \$11,025.35 | \$132,304         |
|                                        |              |      |            | 7    | \$65.1976 |                     | \$11,300.93 |                   |
|                                        |              |      |            | 8    | \$66.8279 |                     | \$11,583.52 |                   |
|                                        |              |      |            | 9    | \$68.4986 | \$5,479.89          | \$11,873.10 | \$142,477         |
| Records Management Supervisor          | 185          | SU   | Exempt     | 1    | \$56.2198 | \$4,497.59          | \$9,744.78  |                   |
|                                        |              |      |            | 2    | \$57.6260 | \$4,610.08          | \$9,988.51  |                   |
|                                        |              |      |            | 3    | \$59.0664 | \$4,725.32          |             |                   |
|                                        |              |      |            | 4    | \$60.5428 | \$4,843.43          | \$10,494.10 |                   |
|                                        |              |      |            | 5    | \$62.0563 | \$4,964.51          |             |                   |
|                                        |              |      |            | 6    | \$63.6077 | \$5,088.62          | \$11,025.35 |                   |
|                                        |              |      |            | 7    | \$65.1976 | \$5,215.81          |             |                   |
|                                        |              |      |            | 8    | \$66.8279 | \$5,346.24          | \$11,583.52 |                   |
|                                        |              |      |            | 9    | \$68.4986 | \$5,479.89          | \$11,873.10 | \$142,477         |
| Records Specialist                     | 173          | GU   | Non-exempt | 1    | \$31.3125 | \$2,505.00          | \$5,427.50  | \$65,130          |
|                                        |              |      |            | 2    | \$32.0952 | \$2,567.62          | \$5,563.18  | \$66,758          |
|                                        |              |      |            | 3    | \$32.8981 | \$2,631.85          | \$5,702.35  | \$68,428          |
|                                        |              |      |            | 4    | \$33.7198 | \$2,697.59          | \$5,844.78  | \$70,137          |
|                                        |              |      |            | 5    | \$34.5625 | \$2,765.00          | \$5,990.84  | \$71,890          |
|                                        |              |      |            | 6    | \$35.4275 | \$2,834.20          | \$6,140.77  | \$73,689          |
|                                        |              |      |            | 7    | \$36.3125 | \$2,905.00          | \$6,294.17  | \$75,530          |
|                                        |              |      |            | 8    | \$37.2207 | \$2,977.66          | \$6,451.60  | \$77,419          |

| Classification Title<br>Records Specialist        | Salary Range<br>173 | <b>Unit</b><br>GU | <b>FLSA</b><br>Non-exempt | Step<br>9 | <b>Hourly</b><br>\$38.1515 | <b>Weekly</b><br>\$3,052.12 | <b>Monthly</b><br>\$6,612.93 | <b>Annually</b><br>\$79,355 |
|---------------------------------------------------|---------------------|-------------------|---------------------------|-----------|----------------------------|-----------------------------|------------------------------|-----------------------------|
| Recycled Water Distribution Operator              | 179                 | OP                | Non-exempt                | 1         | \$41.9553                  | \$3,356.43                  | \$7,272.27                   | \$87,267                    |
|                                                   |                     |                   | -                         | 2         | \$43.0049                  | \$3,440.40                  | \$7,454.20                   | \$89,450                    |
|                                                   |                     |                   |                           | 3         | \$44.0799                  | \$3,526.40                  | \$7,640.54                   | \$91,686                    |
|                                                   |                     |                   |                           | 4         | \$45.1818                  | \$3,614.55                  | \$7,831.53                   | \$93,978                    |
|                                                   |                     |                   |                           | 5         | \$46.3111                  | \$3,704.89                  | \$8,027.27                   | \$96,327                    |
|                                                   |                     |                   |                           | 6         | \$47.4688                  | \$3,797.51                  | \$8,227.94                   | \$98,735                    |
|                                                   |                     |                   |                           | 7         | \$48.6558                  | \$3,892.47                  | \$8,433.69                   | \$101,204                   |
|                                                   |                     |                   |                           | 8         | \$49.8722                  | \$3,989.78                  | \$8,644.53                   | \$103,734                   |
|                                                   |                     |                   |                           | 9         | \$51.1188                  | \$4,089.51                  | \$8,860.61                   | \$106,327                   |
| Risk Specialist                                   | 174                 | PR                | Non-exempt                | 1         | \$32.8755                  | \$2,630.04                  | \$5,698.42                   | \$68,381                    |
|                                                   |                     |                   |                           | 2         | \$33.6976                  | \$2,695.81                  | \$5,840.93                   | \$70,091                    |
|                                                   |                     |                   |                           | 3         | \$34.5400                  | \$2,763.20                  | \$5,986.94                   | \$71,843                    |
|                                                   |                     |                   |                           | 4         | \$35.4034                  | \$2,832.28                  | \$6,136.61                   | \$73,639                    |
|                                                   |                     |                   |                           | 5         | \$36.2885                  | \$2,903.08                  | \$6,290.01                   | \$75,480                    |
|                                                   |                     |                   |                           | 6         | \$37.1957                  | \$2,975.66                  | \$6,447.27                   | \$77,367                    |
|                                                   |                     |                   |                           | 7         | \$38.1255                  | \$3,050.04                  | \$6,608.42                   | \$79,301                    |
|                                                   |                     |                   |                           | 8<br>9    | \$39.0789                  | \$3,126.32                  | \$6,773.70<br>\$6,943.02     | \$81,284                    |
|                                                   |                     |                   |                           | 9         | \$40.0558                  | \$3,204.47                  | Ş0,943.02                    | \$83,316                    |
| RW/Groundwater Recharge Maintenance<br>Technician | 176                 | GU                | Non-exempt                | 1         | \$36.2419                  | \$2,899.36                  | \$6,281.95                   | \$75,383                    |
|                                                   | 170                 |                   | non exempt                | 2         | \$37.1481                  | \$2,971.85                  | \$6,439.01                   | \$77,268                    |
|                                                   |                     |                   |                           | 3         | \$38.0765                  | \$3,046.12                  | \$6,599.93                   | \$79,199                    |
|                                                   |                     |                   |                           | 4         | \$39.0289                  | \$3,122.32                  | \$6,765.03                   | \$81,180                    |
|                                                   |                     |                   |                           | 5         | \$40.0044                  | \$3,200.36                  | \$6,934.12                   | \$83,209                    |
|                                                   |                     |                   |                           | 6         | ,<br>\$41.0049             | \$3,280.40                  | \$7,107.54                   | \$85,290                    |
|                                                   |                     |                   |                           | 7         | ,<br>\$42.0299             | \$3,362.40                  | \$7,285.20                   | \$87,422                    |
|                                                   |                     |                   |                           | 8         | \$43.0803                  | \$3,446.43                  | \$7,467.27                   | \$89,607                    |
|                                                   |                     |                   |                           | 9         | \$44.1577                  | \$3,532.62                  | \$7,654.01                   | \$91,848                    |
| RW/Groundwater Recharge Operations &              |                     |                   |                           |           |                            |                             |                              |                             |
| Maintenance Specialist                            | 179                 | UN                | Exempt                    | 1         | \$41.9553                  | \$3,356.43                  | \$7,272.27                   | \$87,267                    |
|                                                   |                     |                   |                           | 2         | \$43.0049                  | \$3,440.40                  | \$7,454.20                   | \$89,450                    |
|                                                   |                     |                   |                           | 3         | \$44.0799                  | \$3,526.40                  | \$7,640.54                   | \$91,686                    |
|                                                   |                     |                   |                           | 4         | \$45.1818                  | \$3,614.55                  | \$7,831.53                   | \$93,978                    |
|                                                   |                     |                   |                           | 5         | \$46.3111                  | \$3,704.89                  | \$8,027.27                   | \$96,327                    |
|                                                   |                     |                   |                           | 6         | \$47.4688                  | \$3,797.51                  | \$8,227.94                   | \$98,735                    |
|                                                   |                     |                   |                           | 7         | \$48.6558                  | \$3,892.47                  | \$8,433.69                   | \$101,204                   |
|                                                   |                     |                   |                           | 8         | \$49.8722                  | \$3,989.78                  | \$8,644.53                   | \$103,734                   |
|                                                   |                     |                   |                           | 9         | \$51.1188                  | \$4,089.51                  | \$8,860.61                   | \$106,327                   |
| Safety Analyst                                    | 178                 | PR                | Exempt                    | 1         | \$39.9563                  | \$3,196.51                  | \$6,925.78                   | \$83,109                    |
|                                                   |                     |                   |                           | 2         | \$40.9553                  | \$3,276.43                  | \$7,098.94                   | \$85,187                    |
|                                                   |                     |                   |                           | 3         | \$41.9794                  | \$3,358.36                  | \$7,276.45                   | \$87,317                    |
|                                                   |                     |                   |                           | 4         | \$43.0284                  | \$3,442.28                  | \$7,458.28                   | \$89 <i>,</i> 499           |
|                                                   |                     |                   |                           | 5         | \$44.1044                  | \$3 <i>,</i> 528.36         | \$7 <i>,</i> 644.78          | \$91,737                    |
|                                                   |                     |                   |                           | 6         | \$45.2068                  | \$3,616.55                  | \$7,835.86                   | \$94,030                    |
|                                                   |                     |                   |                           | 7         | \$46.3371                  | \$3,706.97                  | \$8,031.77                   | \$96,381                    |
|                                                   |                     |                   |                           | 8         | \$47.4957                  | \$3,799.66                  | \$8,232.60                   | \$98,791                    |
|                                                   |                     |                   |                           | 9         | \$48.6827                  | \$3,894.62                  | \$8,438.35                   | \$101,260                   |

| Classification Title                    | Salary Range | Unit | FLSA       | Ston   | Hourby                     | Weekly                   | Monthly             | Annually           |
|-----------------------------------------|--------------|------|------------|--------|----------------------------|--------------------------|---------------------|--------------------|
| Safety Officer                          | 185          | SU   |            | Step   | <b>Hourly</b><br>\$56.2198 | \$4,497.59               | -                   | Annually           |
| Safety Officer                          | 165          | 30   | Exempt     | 1      |                            |                          | \$9,744.78          | \$116,937          |
|                                         |              |      |            | 2      | \$57.6260                  | \$4,610.08               | \$9,988.51          |                    |
|                                         |              |      |            | 3      | \$59.0664                  | \$4,725.32               | \$10,238.20         |                    |
|                                         |              |      |            | 4      | \$60.5428                  | \$4,843.43               | \$10,494.10         |                    |
|                                         |              |      |            | 5      | \$62.0563                  | \$4,964.51               | \$10,756.44         |                    |
|                                         |              |      |            | 6      | \$63.6077                  | \$5,088.62               | \$11,025.35         |                    |
|                                         |              |      |            | 7      | \$65.1976                  | \$5,215.81               | \$11,300.93         |                    |
|                                         |              |      |            | 8      | \$66.8279                  | \$5,346.24               | \$11,583.52         |                    |
|                                         |              |      |            | 9      | \$68.4986                  | \$5,479.89               | \$11,873.10         | \$142 <i>,</i> 477 |
| Senior Accountant                       | 179          | PR   | Exempt     | 1      | \$41.9553                  | \$3,356.43               | \$7,272.27          | \$87,267           |
|                                         |              |      |            | 2      | \$43.0049                  | \$3,440.40               | \$7,454.20          | \$89,450           |
|                                         |              |      |            | 3      | \$44.0799                  | \$3 <i>,</i> 526.40      | \$7,640.54          | \$91,686           |
|                                         |              |      |            | 4      | \$45.1818                  | \$3,614.55               | \$7,831.53          | \$93,978           |
|                                         |              |      |            | 5      | \$46.3111                  | \$3,704.89               | \$8,027.27          | \$96,327           |
|                                         |              |      |            | 6      | \$47.4688                  | \$3,797.51               | \$8,227.94          | \$98,735           |
|                                         |              |      |            | 7      | \$48.6558                  | \$3,892.47               | \$8,433.69          | \$101,204          |
|                                         |              |      |            | 8      | \$49.8722                  | \$3,989.78               | \$8,644.53          | \$103,734          |
|                                         |              |      |            | 9      | \$51.1188                  | \$4,089.51               | \$8,860.61          |                    |
| Senior Associate Engineer               | 184          | UN   | Exempt     | 1      | \$53.5443                  | \$4,283.55               | \$9,281.03          | \$111,372          |
|                                         |              |      |            | 2      | \$54.8832                  | \$4,390.66               | \$9,513.10          | \$114,157          |
|                                         |              |      |            | 3      | \$56.2553                  | \$4,500.43               | \$9,750.94          | \$117,011          |
|                                         |              |      |            | 4      | \$57.6616                  | \$4,612.93               | \$9,994.69          | \$119,936          |
|                                         |              |      |            | 5      | \$59.1034                  | \$4,728.28               | \$10,244.61         |                    |
|                                         |              |      |            | 6      | \$60.5808                  | \$4,846.47               | \$10,500.69         |                    |
|                                         |              |      |            | 7      | \$62.0952                  | \$4,967.62               | \$10,763.18         |                    |
|                                         |              |      |            | 8      | \$63.6472                  | \$4,907.02<br>\$5,091.78 | \$11,032.19         |                    |
|                                         |              |      |            |        |                            |                          |                     |                    |
|                                         |              |      |            | 9      | \$65.2390                  | \$5,219.12               | \$11,308.10         | \$132,697          |
| Senior Associate Engineer - PE          | 185          | UN   | Exempt     | 1      | \$56.2198                  | \$4,497.59               | \$9 <i>,</i> 744.78 | \$116,937          |
|                                         |              |      |            | 2      | \$57.6260                  | \$4,610.08               | \$9 <i>,</i> 988.51 | \$119,862          |
|                                         |              |      |            | 3      | \$59.0664                  | \$4,725.32               | \$10,238.20         | \$122,858          |
|                                         |              |      |            | 4      | \$60.5428                  | \$4,843.43               | \$10,494.10         | \$125,929          |
|                                         |              |      |            | 5      | \$62.0563                  | \$4,964.51               | \$10,756.44         | \$129,077          |
|                                         |              |      |            | 6      | \$63.6077                  |                          | \$11,025.35         |                    |
|                                         |              |      |            | 7      | \$65.1976                  |                          | \$11,300.93         |                    |
|                                         |              |      |            | 8      | \$66.8279                  |                          | \$11,583.52         |                    |
|                                         |              |      |            | 9      | \$68.4986                  |                          | \$11,873.10         |                    |
| Senior Compost Operations & Maintenance |              |      |            |        |                            |                          |                     |                    |
| Technician                              | 181          | GU   | Non-exempt | 1      | \$46.2534                  | \$3,700.28               | \$8,017.28          | \$96,207           |
|                                         |              |      |            | 2      | \$47.4097                  | \$3,792.78               | \$8,217.69          | \$98,612           |
|                                         |              |      |            | 3      | \$48.5948                  | \$3,887.59               | \$8,423.12          |                    |
|                                         |              |      |            | 4      | \$49.8097                  | \$3,984.78               | \$8,633.69          |                    |
|                                         |              |      |            | 5      | \$51.0544                  | \$4,084.36               | \$8,849.45          |                    |
|                                         |              |      |            | 5<br>6 |                            |                          |                     |                    |
|                                         |              |      |            |        | \$52.3313<br>\$52.6205     |                          |                     |                    |
|                                         |              |      |            | 7      | \$53.6395                  |                          | \$9,297.52          |                    |
|                                         |              |      |            | 8      | \$54.9803                  |                          |                     |                    |
|                                         |              |      |            | 9      | \$56.3553                  | \$4,508.43               | \$9,768.27          | \$117,219          |
| Senior Construction Project Inspector   | 182          | UN   | Exempt     | 1      | \$48.5664                  | \$3,885.32               | \$8,418.20          | \$101,018          |
|                                         |              |      |            | 2      | \$49.7799                  | \$3,982.40               | \$8,628.54          |                    |
|                                         |              |      |            | 3      | \$51.0250                  | \$4,082.00               | \$8,844.34          |                    |
|                                         |              |      |            |        |                            |                          |                     |                    |

| Classification Title                   | Salary Range | Unit | FLSA   | Step | Hourly         | Weekly        | Monthly             | Annually       |
|----------------------------------------|--------------|------|--------|------|----------------|---------------|---------------------|----------------|
| Senior Construction Project Inspector  | 182          | UN   | Exempt | 4    | \$52.3000      | \$4,184.00    | \$9 <i>,</i> 065.34 | \$108,784      |
|                                        |              |      |        | 5    | \$53.6077      | \$4,288.62    | \$9,292.01          | \$111,504      |
|                                        |              |      |        | 6    | \$54.9476      | \$4,395.81    | \$9,524.26          | \$114,291      |
|                                        |              |      |        | 7    | \$56.3217      | \$4,505.74    | \$9,762.44          | \$117,149      |
|                                        |              |      |        | 8    | \$57.7299      | \$4,618.40    |                     |                |
|                                        |              |      |        | 9    | \$59.1726      |               | \$10,256.59         |                |
|                                        |              |      |        | -    |                | , ,           | ,                   |                |
| Senior Engineer                        | 187          | PR   | Exempt | 1    | \$61.9832      | \$4,958.66    | \$10,743.77         | \$128 925      |
|                                        | 10,          |      | Exempt | 2    | \$63.5323      | \$5,082.59    |                     |                |
|                                        |              |      |        | 3    | \$65.1207      | \$5,209.66    | \$11,287.60         |                |
|                                        |              |      |        | 4    | \$66.7486      | \$5,339.89    | \$11,569.77         |                |
|                                        |              |      |        | 5    | \$68.4169      |               |                     |                |
|                                        |              |      |        |      |                |               |                     |                |
|                                        |              |      |        | 6    | \$70.1279      |               | \$12,155.52         |                |
|                                        |              |      |        | 7    | \$71.8808      | \$5,750.47    | \$12,459.36         |                |
|                                        |              |      |        | 8    | \$73.6779      |               | \$12,770.86         |                |
|                                        |              |      |        | 9    | \$75.5202      | \$6,041.62    | \$13,090.18         | \$157,082      |
| Senior Environmental Resources Planner | 184          | UN   | Exempt | 1    | \$53.5443      | \$4,283.55    | \$9,281.03          | \$111,372      |
|                                        |              |      | ·      | 2    | ,<br>\$54.8832 | \$4,390.66    | \$9,513.10          |                |
|                                        |              |      |        | 3    | \$56.2553      | \$4,500.43    | \$9,750.94          |                |
|                                        |              |      |        | 4    | \$57.6616      | \$4,612.93    | \$9,994.69          |                |
|                                        |              |      |        | 5    | \$59.1034      |               | \$10,244.61         |                |
|                                        |              |      |        | 6    | \$60.5808      |               | \$10,500.69         | . ,            |
|                                        |              |      |        | 7    | \$62.0952      |               | \$10,763.18         |                |
|                                        |              |      |        | 8    | \$63.6472      |               | \$11,032.19         |                |
|                                        |              |      |        | 9    | \$65.2390      |               | \$11,308.10         |                |
|                                        |              |      |        | 9    | 303.2390       | ŞS,219.12     | \$11,506.10         | \$122,097      |
| Senior External Affairs Specialist     | 180          | UN   | Exempt | 1    | \$44.0529      | \$3,524.24    | \$7,635.86          | \$91,630       |
|                                        |              |      |        | 2    | \$45.1544      | \$3,612.36    | \$7,826.78          | \$93,921       |
|                                        |              |      |        | 3    | ,<br>\$46.2832 | \$3,702.66    | \$8,022.43          | \$96,269       |
|                                        |              |      |        | 4    | \$47.4404      | \$3,795.24    | \$8,223.02          | \$98,676       |
|                                        |              |      |        | 5    | \$48.6260      | \$3,890.08    | \$8,428.51          |                |
|                                        |              |      |        | 6    | \$49.8419      | \$3,987.36    | \$8,639.28          | \$103,671      |
|                                        |              |      |        | 7    | \$51.0880      | \$4,087.04    | \$8,855.26          | \$106,263      |
|                                        |              |      |        | 8    | \$52.3650      | \$4,189.20    | \$9,076.60          | \$108,919      |
|                                        |              |      |        | 9    | \$53.6741      | \$4,293.93    | \$9,303.52          |                |
|                                        |              |      |        | 9    | ŞJJ.0741       | J4,293.93     | <i>39,</i> 303.32   | Ş111,042       |
| Senior Financial Analyst               | 183          | PR   | Exempt | 1    | \$50.9967      | \$4,079.74    | \$8,839.44          | \$106,073      |
|                                        |              |      |        | 2    | \$52.2712      | \$4,181.70    | \$9,060.35          | \$108,724      |
|                                        |              |      |        | 3    | \$53.5779      | \$4,286.24    | \$9,286.86          | \$111,442      |
|                                        |              |      |        | 4    | \$54.9178      | \$4,393.43    | \$9,519.10          | \$114,229      |
|                                        |              |      |        | 5    | \$56.2909      | \$4,503.28    | \$9,757.11          | \$117,085      |
|                                        |              |      |        | 6    | ,<br>\$57.6976 | \$4,615.81    |                     |                |
|                                        |              |      |        | 7    | \$59.1400      | \$4,731.20    | \$10,250.94         |                |
|                                        |              |      |        | 8    | \$60.6188      | \$4,849.51    |                     |                |
|                                        |              |      |        | 9    | \$62.1342      |               | \$10,769.94         |                |
|                                        |              |      |        | 5    | YV2.1J72       | ÷ ,,,,,,,,,,, | ÷=0,700.04          | ~, <u>_</u> _J |
| Senior Information Systems Analyst     | 182          | PR   | Exempt | 1    | \$48.5664      | \$3,885.32    | \$8,418.20          | \$101,018      |
|                                        |              |      |        | 2    | \$49.7799      | \$3,982.40    | \$8,628.54          | \$103,542      |
|                                        |              |      |        | 3    | \$51.0250      | \$4,082.00    | \$8,844.34          | \$106,132      |
|                                        |              |      |        | 4    | \$52.3000      | \$4,184.00    | \$9,065.34          | \$108,784      |
|                                        |              |      |        | 5    | \$53.6077      | \$4,288.62    | \$9,292.01          |                |
|                                        |              |      |        | 6    | ,<br>\$54.9476 | \$4,395.81    | \$9,524.26          |                |
|                                        |              |      |        | 7    | \$56.3217      | \$4,505.74    | \$9,762.44          |                |
|                                        |              |      |        |      |                |               |                     | . , -          |

| Classification Title               | Salary Range | Unit | FLSA   | Step | Hourly    | Weekly              | Monthly     | Annually  |
|------------------------------------|--------------|------|--------|------|-----------|---------------------|-------------|-----------|
| Senior Information Systems Analyst | 182          | PR   | Exempt | 8    | \$57.7299 | \$4,618.40          | \$10,006.54 | \$120,078 |
|                                    |              |      | ·      | 9    | \$59.1726 | \$4,733.81          | \$10,256.59 |           |
| Senior Internal Auditor            | 182          | PR   | Exempt | 1    | \$48.5664 | \$3,885.32          | \$8,418.20  | \$101,018 |
|                                    |              |      |        | 2    | \$49.7799 | \$3,982.40          | \$8,628.54  | \$103,542 |
|                                    |              |      |        | 3    | \$51.0250 | \$4,082.00          | \$8,844.34  | \$106,132 |
|                                    |              |      |        | 4    | \$52.3000 | \$4,184.00          | \$9,065.34  | \$108,784 |
|                                    |              |      |        | 5    | \$53.6077 | \$4,288.62          | \$9,292.01  | \$111,504 |
|                                    |              |      |        | 6    | \$54.9476 | \$4,395.81          | \$9,524.26  | \$114,291 |
|                                    |              |      |        | 7    | \$56.3217 | \$4,505.74          | \$9,762.44  | \$117,149 |
|                                    |              |      |        | 8    | \$57.7299 | \$4,618.40          | \$10,006.54 | \$120,078 |
|                                    |              |      |        | 9    | \$59.1726 | \$4,733.81          | \$10,256.59 | \$123,079 |
| Senior Inventory Analyst           | 182          | PR   | Exempt | 1    | \$48.5664 | \$3,885.32          | \$8,418.20  | \$101,018 |
|                                    |              |      |        | 2    | \$49.7799 | \$3 <i>,</i> 982.40 | \$8,628.54  | \$103,542 |
|                                    |              |      |        | 3    | \$51.0250 | \$4,082.00          | \$8,844.34  | \$106,132 |
|                                    |              |      |        | 4    | \$52.3000 | \$4,184.00          | \$9,065.34  | \$108,784 |
|                                    |              |      |        | 5    | \$53.6077 | \$4,288.62          | \$9,292.01  | \$111,504 |
|                                    |              |      |        | 6    | \$54.9476 | \$4,395.81          | \$9,524.26  | \$114,291 |
|                                    |              |      |        | 7    | \$56.3217 | \$4,505.74          | \$9,762.44  | \$117,149 |
|                                    |              |      |        | 8    | \$57.7299 | \$4,618.40          | \$10,006.54 | \$120,078 |
|                                    |              |      |        | 9    | \$59.1726 | \$4,733.81          | \$10,256.59 | \$123,079 |
| Senior Management Analyst          | 182          | PR   | Exempt | 1    | \$48.5664 | \$3,885.32          | \$8,418.20  | \$101,018 |
|                                    |              |      |        | 2    | \$49.7799 | \$3,982.40          | \$8,628.54  | \$103,542 |
|                                    |              |      |        | 3    | \$51.0250 | \$4,082.00          | \$8,844.34  | \$106,132 |
|                                    |              |      |        | 4    | \$52.3000 | \$4,184.00          | \$9,065.34  | \$108,784 |
|                                    |              |      |        | 5    | \$53.6077 | \$4,288.62          | \$9,292.01  | \$111,504 |
|                                    |              |      |        | 6    | \$54.9476 | \$4,395.81          | \$9,524.26  | \$114,291 |
|                                    |              |      |        | 7    | \$56.3217 | \$4,505.74          | \$9,762.44  | \$117,149 |
|                                    |              |      |        | 8    | \$57.7299 | \$4,618.40          | \$10,006.54 | \$120,078 |
|                                    |              |      |        | 9    | \$59.1726 | \$4,733.81          | \$10,256.59 | \$123,079 |
| Senior Operations Specialist       | 184          | UN   | Exempt | 1    | \$53.5443 | \$4,283.55          | \$9,281.03  | \$111,372 |
|                                    |              |      |        | 2    | \$54.8832 | \$4,390.66          | \$9,513.10  | \$114,157 |
|                                    |              |      |        | 3    | \$56.2553 |                     | \$9,750.94  |           |
|                                    |              |      |        | 4    | \$57.6616 | . ,                 | \$9,994.69  | . ,       |
|                                    |              |      |        | 5    | \$59.1034 |                     | \$10,244.61 |           |
|                                    |              |      |        | 6    | \$60.5808 |                     | \$10,500.69 |           |
|                                    |              |      |        | 7    | \$62.0952 |                     | \$10,763.18 |           |
|                                    |              |      |        | 8    | \$63.6472 |                     | \$11,032.19 |           |
|                                    |              |      |        | 9    | \$65.2390 | \$5,219.12          | \$11,308.10 | \$135,697 |
| Senior Policy Advisor              | 188          | UN   | Exempt | 1    | \$65.0794 |                     | \$11,280.45 |           |
|                                    |              |      |        | 2    | \$66.7068 |                     | \$11,562.53 |           |
|                                    |              |      |        | 3    | \$68.3746 |                     | \$11,851.61 |           |
|                                    |              |      |        | 4    | \$70.0832 |                     | \$12,147.77 |           |
|                                    |              |      |        | 5    | \$71.8356 |                     | \$12,451.51 |           |
|                                    |              |      |        | 6    | \$73.6313 |                     | \$12,762.78 |           |
|                                    |              |      |        | 7    | \$75.4726 |                     | \$13,081.93 |           |
|                                    |              |      |        | 8    | \$77.3592 |                     | \$13,408.94 |           |
|                                    |              |      |        | 9    | \$79.2933 | \$6,343.47          | \$13,744.19 | \$164,930 |

| Classification Title                                    | Salary Range | Unit | FLSA       | Step   | Hourly                 | Weekly     | Monthly                    | Annually  |
|---------------------------------------------------------|--------------|------|------------|--------|------------------------|------------|----------------------------|-----------|
| Senior Policy Advisor (Y-Rated; Hired Before 1/23/2022) | 207          | UN   | Exempt     | 1      | \$87.4193              | \$6,993.55 | \$15,152.70                | \$181,832 |
| Senior Pretreatment & Source Control                    |              |      |            |        |                        |            |                            |           |
| Inspector                                               | 180          | GU   | Non-exempt | 1      | \$44.0529              | \$3,524.24 | \$7,635.86                 | \$91,630  |
|                                                         |              |      |            | 2      | \$45.1544              | \$3,612.36 | \$7,826.78                 | \$93,921  |
|                                                         |              |      |            | 3      | \$46.2832              | \$3,702.66 | \$8,022.43                 | \$96,269  |
|                                                         |              |      |            | 4      | \$47.4404              | \$3,795.24 | \$8,223.02                 | \$98,676  |
|                                                         |              |      |            | 5      | \$48.6260              | \$3,890.08 | \$8,428.51                 | \$101,142 |
|                                                         |              |      |            | 6      | \$49.8419              | \$3,987.36 | \$8,639.28                 | \$103,671 |
|                                                         |              |      |            | 7      | \$51.0880              | \$4,087.04 | \$8,855.26                 | \$106,263 |
|                                                         |              |      |            | 8      | \$52.3650              | \$4,189.20 | \$9,076.60                 |           |
|                                                         |              |      |            | 9      | \$53.6741              | \$4,293.93 | \$9,303.52                 | \$111,642 |
| Senior Project Manager                                  | 187          | PR   | Exempt     | 1      | \$61.9832              |            | \$10,743.77                |           |
|                                                         |              |      |            | 2      | \$63.5323              | \$5,082.59 |                            |           |
|                                                         |              |      |            | 3      | \$65.1207              |            | \$11,287.60                |           |
|                                                         |              |      |            | 4      | \$66.7486              | \$5,339.89 |                            |           |
|                                                         |              |      |            | 5      | \$68.4169              |            | \$11,858.95                |           |
|                                                         |              |      |            | 6      | \$70.1279              |            | \$12,155.52                |           |
|                                                         |              |      |            | 7      | \$71.8808              |            | \$12,459.36                |           |
|                                                         |              |      |            | 8      | \$73.6779              | . ,        | \$12,770.86                | . ,       |
|                                                         |              |      |            | 9      | \$75.5202              | \$6,041.62 | \$13,090.18                | \$157,082 |
| Senior Wastewater Treatment Plant Operator              | 181          | OP   | Non-exempt | 1      | \$46.2534              | \$3,700.28 | \$8,017.28                 | \$96,207  |
|                                                         |              |      |            | 2      | \$47.4097              | \$3,792.78 | \$8,217.69                 | \$98,612  |
|                                                         |              |      |            | 3      | \$48.5948              | \$3,887.59 | \$8,423.12                 | \$101,077 |
|                                                         |              |      |            | 4      | \$49.8097              | \$3,984.78 | \$8,633.69                 | \$103,604 |
|                                                         |              |      |            | 5      | \$51.0544              | \$4,084.36 | \$8,849.45                 | \$106,193 |
|                                                         |              |      |            | 6      | \$52.3313              | \$4,186.51 | \$9 <i>,</i> 070.78        | \$108,849 |
|                                                         |              |      |            | 7      | \$53.6395              | \$4,291.16 | \$9,297.52                 | \$111,570 |
|                                                         |              |      |            | 8      | \$54.9803              | \$4,398.43 | \$9,529.94                 | \$114,359 |
|                                                         |              |      |            | 9      | \$56.3553              | \$4,508.43 | \$9,768.27                 | \$117,219 |
| Senior Water Plant Operator                             | 181          | OP   | Non-exempt | 1      | \$46.2534              | \$3,700.28 | \$8,017.28                 | \$96,207  |
|                                                         |              |      |            | 2      | \$47.4097              | \$3,792.78 | \$8,217.69                 | \$98,612  |
|                                                         |              |      |            | 3      | \$48.5948              | \$3,887.59 | \$8,423.12                 |           |
|                                                         |              |      |            | 4      | \$49.8097              | \$3,984.78 | \$8,633.69                 |           |
|                                                         |              |      |            | 5      | \$51.0544              | \$4,084.36 | \$8,849.45                 |           |
|                                                         |              |      |            | 6      | \$52.3313              | \$4,186.51 | \$9,070.78                 |           |
|                                                         |              |      |            | 7      | \$53.6395              | \$4,291.16 | \$9,297.52                 |           |
|                                                         |              |      |            | 8      | \$54.9803              | \$4,398.43 | \$9,529.94                 |           |
|                                                         |              |      |            | 9      | \$56.3553              | \$4,508.43 | \$9,768.27                 | \$117,219 |
| Senior Water Resources Analyst                          | 184          | PR   | Exempt     | 1      | \$53.5443              | \$4,283.55 | \$9,281.03                 |           |
|                                                         |              |      |            | 2      | \$54.8832              | \$4,390.66 | \$9,513.10                 |           |
|                                                         |              |      |            | 3      | \$56.2553              | \$4,500.43 | \$9,750.94                 |           |
|                                                         |              |      |            | 4      | \$57.6616              | \$4,612.93 |                            |           |
|                                                         |              |      |            | 5      | \$59.1034              |            | \$10,244.61                |           |
|                                                         |              |      |            | 6<br>7 | \$60.5808              |            | \$10,500.69                |           |
|                                                         |              |      |            | 7      | \$62.0952<br>\$62.6472 |            | \$10,763.18                |           |
|                                                         |              |      |            | 8<br>9 | \$63.6472<br>\$65.2390 |            | \$11,032.19<br>\$11,308.10 |           |
|                                                         |              |      |            | Э      | ŞUD.239U               | 22,219.1Z  | ,ττ <sup>,</sup> 208.10    | λτορίοτις |

| Classification Title                    | Salary Range | Unit | FLSA       | Step | Hourly    | Weekly     | Monthly              | Annually  |
|-----------------------------------------|--------------|------|------------|------|-----------|------------|----------------------|-----------|
| Source Control/Environmental Resources  |              |      |            |      |           |            |                      |           |
| Supervisor                              | 187          | SU   | Exempt     | 1    | \$61.9832 | \$4,958.66 | \$10,743.77          | \$128,925 |
|                                         |              |      |            | 2    | \$63.5323 | \$5,082.59 | \$11,012.28          |           |
|                                         |              |      |            | 3    | \$65.1207 | \$5,209.66 | \$11,287.60          | \$135,451 |
|                                         |              |      |            | 4    | \$66.7486 | \$5,339.89 | \$11,569.77          | \$138,837 |
|                                         |              |      |            | 5    | \$68.4169 | \$5,473.36 | \$11,858.95          | \$142,307 |
|                                         |              |      |            | 6    | \$70.1279 | \$5,610.24 | \$12,155.52          | \$145,866 |
|                                         |              |      |            | 7    | \$71.8808 | \$5,750.47 | \$12,459.36          | \$149,512 |
|                                         |              |      |            | 8    | \$73.6779 | \$5,894.24 | \$12,770.86          | \$153,250 |
|                                         |              |      |            | 9    | \$75.5202 | \$6,041.62 | \$13,090.18          | \$157,082 |
| Supervisor - Environmental Compliance & |              |      |            |      |           |            |                      |           |
| Energy                                  | 188          | SU   | Exempt     | 1    | \$65.0794 | \$5,206.36 | \$11,280.45          |           |
|                                         |              |      |            | 2    | \$66.7068 |            | \$11,562.53          | . ,       |
|                                         |              |      |            | 3    | \$68.3746 |            | \$11,851.61          |           |
|                                         |              |      |            | 4    | \$70.0832 |            | \$12,147.77          |           |
|                                         |              |      |            | 5    | \$71.8356 |            | \$12 <i>,</i> 451.51 |           |
|                                         |              |      |            | 6    | \$73.6313 |            | \$12,762.78          |           |
|                                         |              |      |            | 7    | \$75.4726 | \$6,037.81 | \$13 <i>,</i> 081.93 |           |
|                                         |              |      |            | 8    | \$77.3592 | \$6,188.74 |                      |           |
|                                         |              |      |            | 9    | \$79.2933 | \$6,343.47 | \$13,744.19          | \$164,930 |
| Systems Administrator                   | 181          | PR   | Exempt     | 1    | \$46.2534 | \$3,700.28 | \$8,017.28           | \$96,207  |
|                                         |              |      |            | 2    | \$47.4097 | \$3,792.78 | \$8,217.69           | \$98,612  |
|                                         |              |      |            | 3    | \$48.5948 | \$3,887.59 | \$8,423.12           | \$101,077 |
|                                         |              |      |            | 4    | \$49.8097 | \$3,984.78 | \$8,633.69           | \$103,604 |
|                                         |              |      |            | 5    | \$51.0544 | \$4,084.36 | \$8,849.45           | \$106,193 |
|                                         |              |      |            | 6    | \$52.3313 | \$4,186.51 | \$9,070.78           | \$108,849 |
|                                         |              |      |            | 7    | \$53.6395 | \$4,291.16 | \$9,297.52           | \$111,570 |
|                                         |              |      |            | 8    | \$54.9803 | \$4,398.43 | \$9,529.94           | \$114,359 |
|                                         |              |      |            | 9    | \$56.3553 | \$4,508.43 | \$9,768.27           | \$117,219 |
| Technology Specialist I                 | 178          | GU   | Non-exempt | 1    | \$39.9563 | \$3,196.51 | \$6,925.78           | \$83,109  |
|                                         |              |      |            | 2    | \$40.9553 | \$3,276.43 | \$7,098.94           | \$85,187  |
|                                         |              |      |            | 3    | \$41.9794 | \$3,358.36 | \$7,276.45           | \$87,317  |
|                                         |              |      |            | 4    | \$43.0284 | \$3,442.28 | \$7,458.28           | \$89,499  |
|                                         |              |      |            | 5    | \$44.1044 | \$3,528.36 | \$7,644.78           | \$91,737  |
|                                         |              |      |            | 6    | \$45.2068 | \$3,616.55 | \$7,835.86           | \$94,030  |
|                                         |              |      |            | 7    | \$46.3371 | \$3,706.97 | \$8,031.77           | \$96,381  |
|                                         |              |      |            | 8    | \$47.4957 | \$3,799.66 | \$8,232.60           | \$98,791  |
|                                         |              |      |            | 9    | \$48.6827 | \$3,894.62 | \$8,438.35           | \$101,260 |
| Technology Specialist II                | 180          | GU   | Non-exempt | 1    | \$44.0529 | \$3,524.24 | \$7,635.86           | \$91,630  |
|                                         |              |      |            | 2    | \$45.1544 | \$3,612.36 | \$7,826.78           | \$93,921  |
|                                         |              |      |            | 3    | \$46.2832 | \$3,702.66 | \$8,022.43           | \$96,269  |
|                                         |              |      |            | 4    | \$47.4404 | \$3,795.24 | \$8,223.02           | \$98,676  |
|                                         |              |      |            | 5    | \$48.6260 | \$3,890.08 | \$8,428.51           |           |
|                                         |              |      |            | 6    | \$49.8419 | \$3,987.36 | \$8,639.28           | \$103,671 |
|                                         |              |      |            | 7    | \$51.0880 | \$4,087.04 | \$8,855.26           | \$106,263 |
|                                         |              |      |            | 8    | \$52.3650 | \$4,189.20 | \$9,076.60           | \$108,919 |
|                                         |              |      |            | 9    | \$53.6741 | \$4,293.93 | \$9,303.52           | \$111,642 |
| Technology Specialist III               | 182          | GU   | Non-exempt | 1    | \$48.5664 | \$3,885.32 | \$8,418.20           | \$101,018 |

| Classification Title                    | Salary Range | Unit | FLSA       | Step   | Hourly                 | Weekly                   | Monthly                                | Annually                      |
|-----------------------------------------|--------------|------|------------|--------|------------------------|--------------------------|----------------------------------------|-------------------------------|
| Technology Specialist III               | 182          | GU   | Non-exempt | 2      | \$49.7799              | \$3,982.40               | \$8,628.54                             | \$103 <i>,</i> 542            |
| <i></i>                                 |              |      |            | 3      | \$51.0250              | \$4,082.00               | \$8,844.34                             |                               |
|                                         |              |      |            | 4      | \$52.3000              | \$4,184.00               | \$9,065.34                             |                               |
|                                         |              |      |            | 5      | \$53.6077              | \$4,288.62               | \$9,292.01                             |                               |
|                                         |              |      |            | 6      | \$54.9476              | \$4,395.81               | \$9,524.26                             |                               |
|                                         |              |      |            | 7      | \$56.3217              | \$4,505.74               | \$9,762.44                             |                               |
|                                         |              |      |            | 8      | \$57.7299              | \$4,618.40               | \$10,006.54                            |                               |
|                                         |              |      |            | 9      | \$59.1726              |                          | \$10,000.54                            |                               |
|                                         |              |      |            | 9      | \$59.1720              | <i>34,133.</i> 01        | \$10,250.55                            | \$125,079                     |
| Warehouse Supervisor                    | 185          | SU   | Exempt     | 1      | \$56.2198              | \$4,497.59               | \$9,744.78                             |                               |
|                                         |              |      |            | 2      | \$57.6260              | \$4,610.08               | \$9,988.51                             |                               |
|                                         |              |      |            | 3      | \$59.0664              | \$4,725.32               | \$10,238.20                            | \$122 <i>,</i> 858            |
|                                         |              |      |            | 4      | \$60.5428              | \$4,843.43               | \$10,494.10                            | \$125,929                     |
|                                         |              |      |            | 5      | \$62.0563              | \$4,964.51               | \$10,756.44                            | \$129,077                     |
|                                         |              |      |            | 6      | \$63.6077              | \$5 <i>,</i> 088.62      | \$11,025.35                            | \$132,304                     |
|                                         |              |      |            | 7      | \$65.1976              | \$5,215.81               | \$11,300.93                            | \$135,611                     |
|                                         |              |      |            | 8      | \$66.8279              | \$5,346.24               | \$11,583.52                            | \$139,002                     |
|                                         |              |      |            | 9      | \$68.4986              | \$5,479.89               | \$11,873.10                            | \$142,477                     |
| Warehouse Technician                    | 171          | GU   | Non-exempt | 1      | \$28.4015              | \$2,272.12               | \$4,922.93                             | \$59,075                      |
| Warehouse reenneidh                     | 1/1          | 00   | Non exempt | 2      | \$29.1116              | \$2,328.93               | \$5,046.02                             | \$60,552                      |
|                                         |              |      |            | 3      | \$29.8395              | \$2,387.16               | \$5,172.18                             | \$62,066                      |
|                                         |              |      |            | 4      | \$30.5851              | \$2,446.81               | \$5,301.43                             | \$63,617                      |
|                                         |              |      |            |        |                        |                          |                                        |                               |
|                                         |              |      |            | 5      | \$31.3505              | \$2,508.04               | \$5,434.09                             | \$65,209                      |
|                                         |              |      |            | 6      | \$32.1337              | \$2,570.70               | \$5,569.85                             | \$66,838                      |
|                                         |              |      |            | 7      | \$32.9375              | \$2,635.00               | \$5,709.17                             | \$68,510                      |
|                                         |              |      |            | 8      | \$33.7606              | \$2,700.85               | \$5,851.85                             | \$70,222                      |
|                                         |              |      |            | 9      | \$34.6049              | \$2,768.40               | \$5,998.20                             | \$71 <i>,</i> 978             |
| Wastewater Treatment Plant Operator I   | 174          | OP   | Non-exempt | 1      | \$32.8755              | \$2,630.04               | \$5,698.42                             | \$68,381                      |
| •                                       |              |      |            | 2      | \$33.6976              | \$2,695.81               | \$5,840.93                             | \$70,091                      |
|                                         |              |      |            | 3      | \$34.5400              | \$2,763.20               | \$5,986.94                             | \$71,843                      |
|                                         |              |      |            | 4      | \$35.4034              | \$2,832.28               | \$6,136.61                             | \$73,639                      |
|                                         |              |      |            | 5      | \$36.2885              | \$2,903.08               | \$6,290.01                             | \$75,480                      |
|                                         |              |      |            | 6      | \$37.1957              | \$2,975.66               | \$6,447.27                             | \$77,367                      |
|                                         |              |      |            | 7      | \$38.1255              | \$3,050.04               | \$6,608.42                             | \$79,301                      |
|                                         |              |      |            | 8      | \$39.0789              | \$3,126.32               |                                        | \$7 <i>5</i> ,301<br>\$81,284 |
|                                         |              |      |            | 8<br>9 | \$39.0789<br>\$40.0558 | \$3,120.32<br>\$3,204.47 | \$6,943.02                             | \$81,284<br>\$83,316          |
|                                         | 470          | 00   | Nez        | 4      | 626 2446               | ća 000 ac                | ¢c 204 05                              | 67F 202                       |
| Wastewater Treatment Plant Operator II  | 176          | OP   | Non-exempt | 1      | \$36.2419              | \$2,899.36               | \$6,281.95                             | \$75,383                      |
|                                         |              |      |            | 2      | \$37.1481              | \$2,971.85               | \$6,439.01                             | \$77,268                      |
|                                         |              |      |            | 3      | \$38.0765              | \$3,046.12               | \$6,599.93                             | \$79,199                      |
|                                         |              |      |            | 4      | \$39.0289              | \$3,122.32               | \$6,765.03                             | \$81,180                      |
|                                         |              |      |            | 5      | \$40.0044              | \$3,200.36               | \$6,934.12                             | \$83,209                      |
|                                         |              |      |            | 6      | \$41.0049              | \$3,280.40               | \$7,107.54                             | \$85,290                      |
|                                         |              |      |            | 7      | \$42.0299              | \$3,362.40               | \$7,285.20                             | \$87,422                      |
|                                         |              |      |            | 8      | \$43.0803              | \$3,446.43               | \$7,467.27                             | \$89 <i>,</i> 607             |
|                                         |              |      |            | 9      | \$44.1577              | \$3,532.62               | \$7,654.01                             | \$91,848                      |
| Wastewater Treatment Plant Operator III | 178          | OP   | Non-exempt | 1      | \$39.9563              | \$3,196.51               | \$6,925.78                             | \$83,109                      |
| F                                       |              |      |            | 2      | \$40.9553              | \$3,276.43               | \$7,098.94                             | \$85,187                      |
|                                         |              |      |            | 3      | \$41.9794              | \$3,358.36               | \$7,276.45                             | \$87,317                      |
|                                         |              |      |            | 4      | \$43.0284              | \$3,442.28               | \$7,458.28                             | \$89,499                      |
|                                         |              |      |            | 5      | \$44.1044              | \$3,528.36               | \$7,644.78                             | \$85,455<br>\$91,737          |
|                                         |              |      |            | 5      | Y44.1044               | <i>43,32</i> 0.30        | Ţ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 101,101                       |

| Classification Title                      | Salary Range | Unit | FLSA       | Step | Hourly    | Weekly              | Monthly             | Annually           |
|-------------------------------------------|--------------|------|------------|------|-----------|---------------------|---------------------|--------------------|
| Wastewater Treatment Plant Operator III   | 178          | OP   | Non-exempt | 6    | \$45.2068 | \$3,616.55          | \$7,835.86          | \$94,030           |
|                                           |              |      |            | 7    | \$46.3371 | \$3,706.97          | \$8,031.77          | \$96,381           |
|                                           |              |      |            | 8    | \$47.4957 | \$3 <i>,</i> 799.66 | \$8,232.60          | \$98,791           |
|                                           |              |      |            | 9    | \$48.6827 | \$3,894.62          | \$8,438.35          | \$101,260          |
|                                           |              |      |            |      |           |                     |                     |                    |
| Wastewater Treatment Plant Operator IV, V | 180          | OP   | Non-exempt | 1    | \$44.0529 | \$3,524.24          | \$7 <i>,</i> 635.86 | \$91,630           |
|                                           |              |      |            | 2    | \$45.1544 | \$3,612.36          | \$7,826.78          | \$93,921           |
|                                           |              |      |            | 3    | \$46.2832 | \$3,702.66          | \$8,022.43          | \$96,269           |
|                                           |              |      |            | 4    | \$47.4404 | \$3,795.24          | \$8,223.02          | \$98 <i>,</i> 676  |
|                                           |              |      |            | 5    | \$48.6260 | \$3,890.08          | \$8,428.51          | \$101,142          |
|                                           |              |      |            | 6    | \$49.8419 | \$3,987.36          | \$8,639.28          | \$103 <i>,</i> 671 |
|                                           |              |      |            | 7    | \$51.0880 | \$4,087.04          | \$8,855.26          | \$106,263          |
|                                           |              |      |            | 8    | \$52.3650 | \$4,189.20          | \$9,076.60          | \$108,919          |
|                                           |              |      |            | 9    | \$53.6741 | \$4,293.93          | \$9,303.52          | \$111,642          |
| Wastewater Treatment Plant Operator-in-   |              |      |            |      |           |                     |                     |                    |
| Training                                  | 171          | OP   | Non-exempt | 1    | \$28.4015 | \$2,272.12          | \$4,922.93          | \$59 <i>,</i> 075  |
|                                           |              |      |            | 2    | \$29.1116 | \$2,328.93          | \$5,046.02          | \$60,552           |
|                                           |              |      |            | 3    | \$29.8395 | \$2,387.16          | \$5,172.18          | \$62,066           |
|                                           |              |      |            | 4    | \$30.5851 | \$2,446.81          | \$5,301.43          | \$63,617           |
|                                           |              |      |            | 5    | \$31.3505 | \$2,508.04          | \$5,434.09          | \$65,209           |
|                                           |              |      |            | 6    | \$32.1337 | \$2,570.70          | \$5,569.85          | \$66,838           |
|                                           |              |      |            | 7    | \$32.9375 | \$2,635.00          | \$5,709.17          | \$68,510           |
|                                           |              |      |            | 8    | \$33.7606 | \$2,700.85          | \$5,851.85          | \$70,222           |
|                                           |              |      |            | 9    | \$34.6049 | \$2,768.40          | \$5,998.20          | \$71,978           |
| Water Plant Operator I                    | 174          | OP   | Non-exempt | 1    | \$32.8755 | \$2,630.04          | \$5,698.42          | \$68,381           |
|                                           |              |      |            | 2    | \$33.6976 | \$2,695.81          | \$5 <i>,</i> 840.93 | \$70,091           |
|                                           |              |      |            | 3    | \$34.5400 | \$2,763.20          | \$5,986.94          | \$71,843           |
|                                           |              |      |            | 4    | \$35.4034 | \$2,832.28          | \$6,136.61          | \$73 <i>,</i> 639  |
|                                           |              |      |            | 5    | \$36.2885 | \$2,903.08          | \$6,290.01          | \$75 <i>,</i> 480  |
|                                           |              |      |            | 6    | \$37.1957 | \$2,975.66          | \$6,447.27          | \$77,367           |
|                                           |              |      |            | 7    | \$38.1255 | \$3,050.04          | \$6,608.42          | \$79,301           |
|                                           |              |      |            | 8    | \$39.0789 | \$3,126.32          | \$6,773.70          | \$81,284           |
|                                           |              |      |            | 9    | \$40.0558 | \$3,204.47          | \$6,943.02          | \$83,316           |
| Water Plant Operator II                   | 176          | OP   | Non-exempt | 1    | \$36.2419 | \$2,899.36          | \$6,281.95          | \$75 <i>,</i> 383  |
|                                           |              |      |            | 2    | \$37.1481 | \$2 <i>,</i> 971.85 | \$6,439.01          | \$77,268           |
|                                           |              |      |            | 3    | \$38.0765 | \$3,046.12          | \$6,599.93          | \$79,199           |
|                                           |              |      |            | 4    | \$39.0289 | \$3,122.32          | \$6 <i>,</i> 765.03 | \$81,180           |
|                                           |              |      |            | 5    | \$40.0044 | \$3,200.36          | \$6,934.12          | \$83,209           |
|                                           |              |      |            | 6    | \$41.0049 | \$3,280.40          | \$7,107.54          | \$85,290           |
|                                           |              |      |            | 7    | \$42.0299 | \$3 <i>,</i> 362.40 | \$7 <i>,</i> 285.20 | \$87,422           |
|                                           |              |      |            | 8    | \$43.0803 | \$3,446.43          | \$7,467.27          | \$89 <i>,</i> 607  |
|                                           |              |      |            | 9    | \$44.1577 | \$3,532.62          | \$7,654.01          | \$91,848           |
| Water Plant Operator III                  | 178          | OP   | Non-exempt | 1    | \$39.9563 | \$3,196.51          | \$6,925.78          | \$83,109           |
|                                           |              |      |            | 2    | \$40.9553 | \$3,276.43          | \$7,098.94          | \$85,187           |
|                                           |              |      |            | 3    | \$41.9794 | \$3,358.36          | \$7,276.45          | \$87,317           |
|                                           |              |      |            | 4    | \$43.0284 | \$3,442.28          | \$7,458.28          | \$89,499           |
|                                           |              |      |            | 5    | \$44.1044 | \$3,528.36          | \$7,644.78          | \$91,737           |
|                                           |              |      |            | 6    | \$45.2068 | \$3,616.55          | \$7,835.86          | \$94,030           |
|                                           |              |      |            | 7    | \$46.3371 | \$3,706.97          | \$8,031.77          | \$96,381           |
|                                           |              |      |            |      |           |                     |                     |                    |

| Classification Title       | Salary Range | Unit    | FLSA       | Step   | Hourly                 | Weekly                   | Monthly                  | Annually          |
|----------------------------|--------------|---------|------------|--------|------------------------|--------------------------|--------------------------|-------------------|
| Water Plant Operator III   | 178          | OP      | Non-exempt | 8      | ,<br>\$47.4957         | \$3,799.66               | \$8,232.60               | ,<br>\$98,791     |
|                            |              |         |            | 9      | \$48.6827              | \$3,894.62               | \$8,438.35               | \$101,260         |
| Water Plant Operator IV, V | 180          | ОР      | Non-exempt | 1      | \$44.0529              | \$3,524.24               | \$7,635.86               | \$91,630          |
|                            |              |         |            | 2      | \$45.1544              | \$3,612.36               | \$7,826.78               | \$93,921          |
|                            |              |         |            | 3      | \$46.2832              | \$3,702.66               | \$8,022.43               | \$96,269          |
|                            |              |         |            | 4      | \$47.4404              | \$3,795.24               | \$8,223.02               | \$98,676          |
|                            |              |         |            | 5      | ,<br>\$48.6260         | \$3,890.08               | \$8,428.51               | \$101,142         |
|                            |              |         |            | 6      | \$49.8419              | \$3,987.36               | \$8,639.28               | \$103,671         |
|                            |              |         |            | 7      | \$51.0880              | \$4,087.04               | \$8,855.26               | \$106,263         |
|                            |              |         |            | 8      | \$52.3650              | \$4,189.20               | \$9,076.60               | \$108,919         |
|                            |              |         |            | 9      | \$53.6741              | \$4,293.93               | \$9,303.52               | \$111,642         |
| Z-Not in Use               | 165          | (blank) | (blank)    | 1      | \$21.1986              | \$1,695.89               | \$3,674.43               | \$44,093          |
|                            |              |         |            | 2      | \$21.7284              | \$1,738.28               | \$3,766.28               | \$45,195          |
|                            |              |         |            | 3      | \$22.2717              | \$1,781.74               | \$3,860.44               | \$46,325          |
|                            |              |         |            | 4      | \$22.8284              | \$1,826.28               | \$3,956.94               | \$47,483          |
|                            |              |         |            | 5      | \$23.3991              | \$1,871.93               | \$4,055.85               | \$48,670          |
|                            |              |         |            | 6      | \$23.9837              | \$1,918.70               | \$4,157.19               | \$49,886          |
|                            |              |         |            | 7      | \$24.5837              | \$1,966.70               | \$4,261.19               | \$51,134          |
|                            |              |         |            | 8      | \$25.1981              | \$2,015.85               | \$4,367.68               | \$52,412          |
|                            |              |         |            | 9      | \$25.8284              | \$2,066.28               | \$4,476.94               | \$53,723          |
|                            | 167          | (blank) | (blank)    | 1      | \$23.3693              | \$1,869.55               | \$4,050.70               | \$48,608          |
|                            |              | · · ·   | · · ·      | 2      | \$23.9534              | \$1,916.28               | \$4,151.94               | \$49,823          |
|                            |              |         |            | 3      | \$24.5525              | \$1,964.20               | \$4,255.77               | \$51,069          |
|                            |              |         |            | 4      | \$25.1659              | \$2,013.28               | \$4,362.11               | \$52,345          |
|                            |              |         |            | 5      | \$25.7952              | \$2,063.62               | \$4,471.18               | \$53,654          |
|                            |              |         |            | 6      | \$26.4400              | \$2,115.20               | \$4,582.94               | \$54,995          |
|                            |              |         |            | 7      | \$27.1010              | \$2,168.08               | \$4,697.51               | \$56,370          |
|                            |              |         |            | 8      | \$27.7784              | \$2,222.28               | \$4,814.94               | \$57,779          |
|                            |              |         |            | 9      | \$28.4726              | \$2,277.81               | \$4,935.26               | \$59,223          |
|                            | 168          | (blank) | (blank)    | 1      | \$24.5356              | \$1,962.85               | \$4,252.85               | \$51,034          |
|                            | 200          | (2000)  | (2.2)      | 2      | \$25.1491              | \$2,011.93               | \$4,359.19               | \$52,310          |
|                            |              |         |            | 3      | \$25.7775              | \$2,062.20               | \$4,468.10               | \$53,617          |
|                            |              |         |            | 4      | \$26.4217              | \$2,113.74               | \$4,579.77               | \$54,957          |
|                            |              |         |            | 5      | \$27.0823              | \$2,166.59               | \$4,694.28               | \$56,331          |
|                            |              |         |            | 6      | \$27.7597              | \$2,220.78               | \$4,811.69               | \$57,740          |
|                            |              |         |            | 7      | \$28.4534              | \$2,276.28               | \$4,931.94               | \$59,183          |
|                            |              |         |            | 8      | \$29.1650              | \$2,333.20               | \$5,055.27               | \$60,663          |
|                            |              |         |            | 9      | \$29.8943              | \$2,391.55<br>\$2,391.55 | \$5,181.70               | \$62 <i>,</i> 180 |
|                            | 169          | (blank) | (blank)    | 1      | \$25.7606              | \$2,060.85               | \$4,465.18               | \$53,582          |
|                            | 105          | (biunk) | (blank)    | 2      | \$26.4044              | \$2,112.36               | \$4,576.78               | \$54,921          |
|                            |              |         |            | 3      | \$27.0645              | \$2,165.16               | \$4,691.18               | \$56,294          |
|                            |              |         |            | 4      | \$27.7414              | \$2,219.32               | \$4,808.53               | \$57,702          |
|                            |              |         |            | 5      | \$27.7414<br>\$28.4347 | \$2,219.32               | \$4,928.69               | \$59,144          |
|                            |              |         |            | 6      | \$28.4347<br>\$29.1457 | \$2,331.66               | \$5,051.93               | \$60,623          |
|                            |              |         |            | 7      | \$29.1437<br>\$29.8741 | \$2,331.00<br>\$2,389.93 | \$5,031.95<br>\$5,178.19 | \$62,138          |
|                            |              |         |            | 8      | \$30.6212              | \$2,389.93<br>\$2,449.70 | \$5,307.69               | \$63,692          |
|                            |              |         |            | 8<br>9 | \$30.8212<br>\$31.3866 | \$2,449.70<br>\$2,510.93 | \$5,440.35               | \$65,284          |
|                            | 191          | (blank) | (blank)    | 1      | \$75.3361              | \$6,026.89               | \$13,058.27              | \$156,699         |
|                            |              |         |            |        |                        |                          |                          |                   |

| Classification Title | Salary Range | Unit    | FLSA     | Step | Hourly     | Weekly      | Monthly     | Annually           |
|----------------------|--------------|---------|----------|------|------------|-------------|-------------|--------------------|
| Z-Not in Use         | 191          | (blank) | (blank)  | 2    | \$77.2193  | \$6,177.55  | \$13,384.70 | \$160,616          |
|                      |              |         |          | 3    | \$79.1500  | \$6,332.00  | \$13,719.34 | \$164,632          |
|                      |              |         |          | 4    | \$81.1279  | \$6,490.24  | \$14,062.19 | \$168,746          |
|                      |              |         |          | 5    | \$83.1563  | \$6,652.51  | \$14,413.78 | \$172,965          |
|                      |              |         |          | 6    | \$85.2351  | \$6,818.81  | \$14,774.09 | \$177,289          |
|                      |              |         |          | 7    | \$87.3659  | \$6,989.28  | \$15,143.44 | \$181,721          |
|                      |              |         |          | 8    | \$89.5505  | \$7,164.04  | \$15,522.09 | \$186,265          |
|                      |              |         |          | 9    | \$91.7890  | \$7,343.12  | \$15,910.10 | \$190,921          |
|                      | 198          | (blank) | (blank)  | 1    | \$106.0063 | \$8,480.51  | \$18,374.44 | \$220,493          |
|                      |              | ι, γ    | <b>、</b> | 2    | \$108.6563 |             | \$18,833.78 |                    |
|                      |              |         |          | 3    | \$111.3726 | \$8,909.81  | \$19,304.59 | \$231,655          |
|                      |              |         |          | 4    | \$114.1568 | \$9,132.55  | \$19,787.20 | \$237,446          |
|                      |              |         |          | 5    | \$117.0106 | \$9,360.85  | \$20,281.85 | \$243,382          |
|                      |              |         |          | 6    | \$119.9356 | \$9,594.85  | \$20,788.85 | \$249,466          |
|                      |              |         |          | 7    | \$122.9347 | \$9,834.78  | \$21,308.69 | \$255 <i>,</i> 704 |
|                      |              |         |          | 8    | \$126.0077 | \$10,080.62 | \$21,841.35 | \$262 <i>,</i> 096 |
|                      |              |         |          | 9    | \$129.1577 | \$10,332.62 | \$22,387.35 | \$268,648          |
|                      | 200          | (blank) | (blank)  | 1    | \$122.5049 | \$9,800.40  | \$21,234.20 | \$254,810          |
|                      |              |         |          | 2    | \$125.5678 | \$10,045.43 | \$21,765.10 | \$261,181          |
|                      |              |         |          | 3    |            |             | \$22,309.20 |                    |
|                      |              |         |          | 4    | \$131.9246 | \$10,553.97 | \$22,866.94 | \$274,403          |
|                      |              |         |          | 5    | \$135.2226 | \$10,817.81 | \$23,438.59 | \$281,263          |
|                      |              |         |          | 6    | \$138.6029 | \$11,088.24 | \$24,024.52 | \$288,294          |
|                      |              |         |          | 7    | \$142.0678 | \$11,365.43 | \$24,625.10 | \$295 <i>,</i> 501 |
|                      |              |         |          | 8    | \$145.6202 | \$11,649.62 | \$25,240.85 | \$302 <i>,</i> 890 |
|                      |              |         |          | 9    | \$149.2601 | \$11,940.81 | \$25,871.76 | \$310,461          |

Note:

1. Incumbent Procurement Specialist I reclassified to Procurement Specialist II on 7/1/18 shall be exempt.

# CONSENT CALENDAR ITEM



Date: April 20, 2022 To: The Honorable Board of Directors Committee:

SSD

From: Shivaji Deshmukh, General Manager

Staff Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2022-4-11, Approving the Personnel Manual for Unrepresented Employees

## **Executive Summary:**

In 2021, the Board of Directors approved the Personnel Manual for Unrepresented Employees. This Personnel Manual establishes rules, regulations, and procedures for the Unrepresented Employees Group and is effective until modified by the Board of Directors. Following the recent reorganization, the proposed modifications to the Personnel Manual for Unrepresented Employees include updates to job classifications and vehicle allowance.

Upon Board approval of proposed Resolution No. 2022-4-11, the Personnel Manual will represent the terms and conditions of employment for the Unrepresented Employees Group.

## Staff's Recommendation:

1. Adopt Resolution No. 2022-4-11, approving the Personnel Manual for Unrepresented Employees; and

2. Authorize the General Manager to execute the Personnel Manual for Unrepresented Employees.

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

Fiscal Impact (explain if not budgeted):

## **Prior Board Action:**

On September 1, 2021, the Board approved the Personnel Manual for Unrepresented Employees.

## **Environmental Determination:** Not Applicable

## **Business Goal:**

Workplace Environment: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

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

## Attachments:

Attachment 1 - Background

Attachment 2 - Resolution No. 2022-4-11, approving the Personnel Manual for Unrepresented Employees.



## Background

## Subject: Changes to Personnel Manual for Unrepresented Employees (2022)

## Summary by Article

#### Preamble

• Updated the Unrepresented Employees' Group classifications

#### Article 1

• Updated the Management Group classifications

#### Article 6

• Updated the at-will classifications

#### Article 8

- Updated the classifications that receive the vehicle allowance and corresponding amounts.
   \$200 per month:
  - \$200 per month:Budget Officer
    - Communications Officer
    - Employee and Labor Relations Advocate
    - Grants Officer
    - Principal Accountant
  - \$250 per month:
    - Chino Basin Program Manager
    - Deputy Manager of Operations
    - Deputy Manager of Maintenance
    - Deputy Manager of Strategic Planning and Resources
    - Principal Engineer
    - Senior Policy Advisor
  - o \$300 per month:
    - All Managers
  - o \$400 per month:
    - All Directors

#### Article 13

• Updated language to indicate Senior Leadership Group

#### Article 14

• Updated language to indicate Senior Leadership Group

## **RESOLUTION NO. 2022-4-11**

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE PERSONNEL MANUAL FOR UNREPRESENTED EMPLOYEES

**WHEREAS**, the representatives of the Board of Directors of the Inland Empire Utilities Agency\* have made equitable adjustments to personnel rules, regulations, and procedures; and

**WHEREAS**, the Personnel Manual prepared by said representatives has been presented to the Board of Directors for ratification.

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

**SECTION 1.** That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Personnel Manual for Unrepresented Employees attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until modified by the Board of Directors.

**ADOPTED** the 20<sup>th</sup> day of April 2022.

Steven J. Elie

President of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

ATTEST:

Marco Tule

Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

\*A Municipal Water District

Resolution No. 2022-4-11 Page 2

STATE OF CALIFORNIA)COUNTY OF) SSSAN BERNARDINO)

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-11, was adopted at a regular Board Meeting on April 20, 2022, of said Agency by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

> Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

(SEAL)

\*A Municipal Water District

Exhibit 1

## THE INLAND EMPIRE UTILITIES AGENCY

## PERSONNEL MANUAL

## **UNREPRESENTED EMPLOYEES**

**EFFECTIVE JULY 1, 2021** 

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## THE INLAND EMPIRE UTILITIES AGENCY PERSONNEL MANUAL

## **UNREPRESENTED EMPLOYEES**

The Agency does hereby adopt this Personnel Manual establishing rules, regulations, procedures and establishing salary schedules for the Unrepresented employees (employees) of the Agency.

Provisions of the Manual do not apply to part-time, temporary, limited term, contract or intern personnel (employees) unless specifically noted in this manual, Agency Policy or the employee's contract. The Manual does not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

- A. There are no provisions in this Personnel Manual that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this Personnel Manual unless and only to the extent that the provisions of this Personnel Manual specifically curtail or limit such rights, powers and authority.
- B. The exclusive rights of the Agency include, but are not limited to:
  - 1) Determine the mission of its constituent departments, commissions, and boards;
  - 2) Set standards of service;
  - 3) Determine the procedures and standards of selection for employment and promotion;
  - 4) Direct its employees;
  - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
  - 6) Maintain efficiency of government operations;
  - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
  - 8) Determine the content of job classifications;
  - 9) Take all necessary actions to carry out its missions in emergencies;
  - 10) Exercise complete control, direction and discretion over its organization and the technology of performing its work;
  - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause;
  - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and require compliance herewith;
  - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
  - 14) Enforce other management rights secured by the Inland Empire Utilities Agency Employer-Employee Relations Resolution.
- C. The Unrepresented Employees' Group includes the following classifications, as well as those which may be added from time to time:

Accountant I Administrative Assistant I (confidential) Administrative Assistant II (confidential) Assistant Engineer Associate Engineer Board Secretary/Office Manager **Budget Officer CAD** Designer Chino Basin Program Manager **Communications Officer Construction Project Inspector** Controller **Deputy Manager of Maintenance Deputy Manager of Operations** Deputy Manager of Strategic Planning and Resources **Director of Engineering** Director of External & Government Affairs **Director of Finance Director of Human Resources Director of Information Technology Director of Operations and Maintenance Director of Planning and Resources Employee and Labor Relations Advocate Engineering Services Specialist Environmental Resources Planner I Environmental Resources Planner II** Executive Assistant **External Affairs Analyst** External Affairs Specialist I External Affairs Specialist II Facilities Specialist - Landscape **GIS Specialist Grants Officer** Human Resources Analyst I

Human Resources Analyst II Human Resources Officer Human Resources Technician Manager of Asset Management Manager of Contracts and Procurement Manager of Engineering Manager of Environmental Services Manager of Facilities and Water Systems Programs Manager of Grants Manager of Human Resources Manager of Information Technology Manager of Internal Audit Manager of Laboratories Manager of Maintenance Manager of Operations Manager of Regional Composting Authority Manager of Water Resources Office Assistant (confidential) **Operations Specialist Principal Accountant Principal Engineer RW/Groundwater Recharge Operations &** Maintenance Specialist Senior Associate Engineer Senior Associate Engineer - PE Senior Construction Project Inspector Senior Environmental Resource Planner Senior External Affairs Specialist Senior Operations Specialist Senior Policy Advisor

# **ARTICLE 1 - DEFINITIONS**

Section 1.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

Section 1.02. - Appointment

The act of filling a vacant position with a person who has met the minimum qualifications for the position.

Section 1.03. - Anniversary Year

The year following the date of employment with the Agency and each successive year thereafter.

Section 1.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and salary.

### Section 1.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, or reinstatement, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence, provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

- A. Break in Continuous Regular Employment
  - 1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of an authorized period of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began.

2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of an authorized period of absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its Allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is preapproved by the Agency.

Section 1.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis.

Section 1.07. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 1.08. - Holiday Pay

Pay received by those employees who are required to work on the actual day of a holiday recognized by the Agency.

Section 1.09. - Hourly Rate of Pay

The hourly rate of pay for non-exempt employees is the amount equal to the classification and step position an employee currently holds.

Section 1.10. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor) Grandparent, Child (biological/adopted/ foster/step child, a legal ward, or a child of a person standing in loco parentis who is under age 18), Brother, and Sister.
- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

Section 1.11. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

Section 1.12. - Job Abandonment

An employee who does not report or call-in to work as scheduled for two (2) or more consecutive workdays, and has not been excused for vacation, floating holiday, sick leave or a leave of absence with or without pay, shall be considered as having abandoned their job. Such employee may be disciplined in accordance with Article 14, Disciplinary Actions and Appeals Procedures.

Section 1.13. - Management Group

The use of the word Management and/or Manager shall refer to those individuals occupying the following positions or any successor positions or new positions designated as a Manager/Management position:

Board Secretary/Office Manager **Budget Officer** Chino Basin Program Manager **Communications Officer** Controller Deputy Manager of Maintenance **Deputy Manager of Operations** Deputy Manager of Strategic Planning and Resources **Director of Engineering Director of Finance** Director of External & Government Affairs **Director of Human Resources** Director of Information Technology **Director of Operations and Maintenance Director of Planning and Resources Employee and Labor Relations Advocate** Grants Officer Manager of Asset Management Manager of Contracts and Procurement Manager of Engineering Manager of Grants Manager of Human Resources Manager of Information Technology Manager of Internal Audit Manager of Laboratories Manager of Maintenance Manager of Operations Manager of Regional Composting Authority **Principal Accountant Principal Engineer** Senior Policy Advisor

Section 1.14. - Non-Exempt Employees

Employees in non-exempt positions who are covered under FLSA regulations, including overtime pay requirements and are compensated on an hourly basis.

# Section 1.15. - Overtime

Overtime shall be defined for non-exempt employees as all hours worked in excess of forty (40) hours per workweek.

# Section 1.16. - Overtime Pay

A rate equivalent to one and one-half (1<sup>1</sup>/<sub>2</sub>) times a non-exempt employee's regular rate of

pay.

Section 1.17. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

Section 1.18. - Probationary Employee

A. Original Probationary Employee

A person appointed to fill a regular position, but who has not yet completed the probationary period. The probationary period is a trial period in which a new employee is evaluated on the ability to fulfill the skills required by a position and the ability to establish an effective working relationship with co-workers.

B. Technical Probationary Employee

A regular employee appointed, through promotion or a lateral transfer, to a classification or position having duties other than the employee's current position.

Section 1.19. - Probationary Period

A designated period of time considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties and responsibilities of the position.

Section 1.20. - Promotion

The movement of an employee from one classification to another classification having a higher maximum base rate of pay.

Section 1.21. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or salary range.

Section 1.22. - Reemployment

The rehiring, other than reinstatement, of an individual who formally worked as an employee of the Agency.

# Section 1.23. - Regular Employee

An employee who has successfully completed the original probationary period.

# Section 1.24. - Reinstatement

The restoration, without competitive examination, of a former regular employee to a classification in which the employee formerly served as a regular, non-probationary employee.

### Section 1.25. - Resignation

The termination, at the election of the employee, of employment with the Agency.

### Section 1.26. - Step Advancement

A salary increase, based on Meets Expectations or better employee performance, which is within the limits of a pay range established for a classification.

### Section 1.27. - Temporary Employee

A person employed to meet a short-term need of the Agency. Temporary employees shall not be retained in this status more than six (6) months without the written approval of the General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provision stipulated in this Personnel Manual.

### Section 1.28. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

### Section 1.29. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum salary, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

Section 1.30. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

### Section 1.31. - Work Schedule

A work period consists of a two (2) week period consisting of eighty (80) hours worked over fourteen (14) days.

A workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

### A. 9/80 Work Schedule

A 9/80 work schedule shall consist of eighty (80) hours worked over a two (2) week period with four 9-hour days in one (1) week and four 9-hour days plus one 8-hour day in the other. The 9/80 workweek, for purposes of computing overtime for non-exempt employees, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular flex day off.

Example: Friday On/Off:

| <u>Wk</u> | F | Sa | S | М | Т | W | Th | F |   | Total |
|-----------|---|----|---|---|---|---|----|---|---|-------|
| 1         | 0 | 0  | 0 | 9 | 9 | 9 | 9  | 4 | = | 40    |
| 2         | 4 | 0  | 0 | 9 | 9 | 9 | 9  | 0 | = | 40    |

B. 5/40 Work Schedule

A 5/40 work schedule shall consist of five 8-hour days equaling forty (40) hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

C. 4/10 Work Schedule

A 4/10 work schedule shall consist of four 10-hour days equaling (40) hours per week, with the workweek defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

D. The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies which are inherent in the Agency's responsibilities.

Staff assignments and schedules will be determined by management for the best use of agency resources to meet the needs of the Agency.

Section 1.32. - Scheduled Work Day

A scheduled work day is an employee's regularly scheduled workday; or, when an employee is notified, today, that he/she is scheduled to work tomorrow (normal day off), it is considered advanced notification and a scheduled workday.

Section 1.33. - Unscheduled Work Day

An unscheduled work day is when an employee is notified today (normal day off), that he/she is scheduled to work today, there is no advanced notification and it is determined to be an unscheduled workday.

Section 1.34. - Scheduled Vacation

A scheduled vacation is a leave request that is approved and dated by the supervisor at least two (2) weeks prior to the scheduled time off.

Section 1.35. - Unscheduled Vacation

An unscheduled vacation is a leave request that is approved and dated by the supervisor less than two (2) weeks prior to the scheduled time off.

# **ARTICLE 2 - GENERAL PROVISIONS**

## Section 2.01. - Equal Employment Opportunity

The Agency provides equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status.

## Section 2.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or coworker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated.

Section 2.03. - Amendment of Personnel Manual

This Personnel Manual may be amended by the Agency Board of Directors, at its discretion.

# **ARTICLE 3 - FILLING OF VACANCIES**

Section 3.01. - General

Vacancies may be filled by appointment, transfer, demotion, promotion, or by the use of a temporary employee as deemed in the best interest of the Agency by the General Manager, or designated representative(s).

Section 3.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's staff or labor force, the General Manager, or designated representative(s), shall decide by what manner the vacancy is to be filled.

- A. Insofar as possible and practical and in keeping with the best interests of the Agency, vacancies may be filled with existing employees of the Agency, subject to the following conditions:
  - 1) A current Agency employee submits a completed application form for the vacant position.
  - 2) The employee requesting consideration demonstrates or possesses the experience and/or education and other qualifications that the position requires.
  - 3) An employee scores competitively on examinations, if given.
- B. Employees shall be evaluated for promotion or advancement based on the

following criteria including but not limited to:

- 1) Overall work performance.
- 2) Knowledge, training, ability, skill, efficiency and overall job performance.
- 3) Job-related work experience and education including certificates and degrees.
- 4) Cooperative working relationships with those contacted in the course of work.
- 5) Physical and mental ability to perform, with reasonable accommodation if disabled, the essential functions of the job.
- 6) Attendance records with the Agency.

These criteria shall be evaluated only on the basis of the requirements of the position or classification for which the employee is being considered.

C. Qualified Agency employees may apply for a transfer or promotional position within the Agency.

# **ARTICLE 4 - EMPLOYMENT APPLICATIONS AND APPLICANTS**

Section 4.01. - Application Forms

Employment applications shall be made online and/or on forms approved by the General Manager or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references, and other information related to the job for which a person is applying. All applications shall be signed and dated by the applicant under penalty of perjury. Any falsification of information on an application form may disqualify an applicant for the position they are applying for.

# Section 4.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which will include drug and/or alcohol screening performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during their employment with the Agency. The expense involved in such an examination shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

# Section 4.03. - Employment Tests

Applicants for all positions, as determined by the General Manager, or designated representative(s), shall be subjected to oral, written and/or performance tests. Only applicants

who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

# Section 4.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 2.01 of this Personnel Manual for those items which shall not be adjudged pertinent.

# Section 4.05. - Rejection of Applicant

The General Manager, or designated representative(s), may reject an application, or, after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/ psychological evidence, including, but not limited to, impairment caused by current illegal use of drugs; or current abuse of alcohol;
- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found to be uninsurable under the Agency's insurance program, if the essential functions of the job require the employee to drive Agency vehicles;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;
- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;
- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position, including a prior discharge from the Agency.

# Section 4.06. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions), and any other information necessary to evaluate an applicant's qualifications for the position.

# **ARTICLE 5 - PERSONNEL RECORDS**

Section 5.01. - General

- A. Personnel records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature .
- B. The contents of any personnel file or record shall only be released to the employee, or the employee's designee, upon written authorization of the employee, upon court order, on a need to know basis to respective supervisor/manager, or legal representatives of the Agency relative to personnel actions and only with the approval of the Manager of Human Resources, or designated representative(s).
- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
  - 1) Application Form
  - 2) Employment Record
  - 3) Periodic Performance Appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with applicable state law, the Agency's records retention schedule, and in a confidential manner.
- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his /her file in the Human Resources Department during the department's normal working hours to assure said personnel file is current and complete.
- F. Employees must provide the Agency with a current address and phone number.

# **ARTICLE 6 - PROBATIONARY PERIODS**

Section 6.01. - At-Will

In accordance with Agency Resolution 2013-5-1, or its successor, the employment status of employees in the following classifications, or their successor classifications, shall be "At-Will":

All Director Positions All Manager Positions All Deputy Manager Positions Board Secretary/Office Manager Budget Officer Chino Basin Program Manager Communications Officer Controller Employee and Labor Relations Advocate Grants Officer Senior Policy Advisor Principal Accountant Principal Engineer

"At-Will" employees may be terminated without cause, and without notice, at any time, and without the progressive disciplinary process provided for in this Personnel Manual, at the option of the Board of Directors, except as otherwise provided by law.

Section 6.02. - Regulations

- A. Generally, original and promotional appointments shall have a probationary period of one (1) year. The General Manager may establish an original probationary period of six (6) months. Said probationary period shall be declared in any offer letter. There are two (2) types of probationary periods:
  - 1) Original Probation as defined in Section 1.18.A of this Personnel Manual.
  - 2) Technical Probation as defined in Section 1.18.B of this Personnel Manual.
- B. Prior to the completion of either an original or technical probationary period, the probationer's supervisor or the manager of the department in which the employee works, shall prepare a performance appraisal reporting the quality of the required skills, knowledge and ability to successfully perform the job as stated in the probationer's job classification specification. This appraisal shall be reviewed with the probationary employee and a signed copy presented to the General Manager, or designated representative(s), along with a recommendation to retain the employee, or discharge the employee. In the case of the technical probationer, the employee may be reclassified or returned to the employee's former classification or position as provided for in Section 6.03.B and 6.03.D.
- C. In the case of an original probationary period of one (1) year, employees who have completed six (6) months may use accrued vacation leave, sick leave, and/or floating holidays.

- D. The time required for probationary periods shall be extended by any time an employee is on an authorized leave of absence, with or without pay, which exceeds ten (10) calendar days during the original probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period.
- E. In the case of an original probationary, limited term employees promoted and/or reclassified to regular in the same classification and who have previously completed six (6) months employment may use accrued sick, vacation leave and/or floating holiday.

Section 6.03. - Technical Probation

- A. In those cases where multiple changes in classification or position occur within said technical probation period, the maximum technical probation period will be at the discretion of the General Manager, or designated representative(s).
- B. A regular employee who is promoted may be subject to a technical probationary period of one (1) year (up to six (6) months in the event of a special circumstance) during which time the employee shall demonstrate the ability to function in the new classification. If at any time during the technical probationary period, the employee or the Agency feels the employee is not qualified or suited to said position, the employee may elect or the Agency shall return said employee to the employee's previous classification, provided an opening exists in said classification. A decision by the Agency to return an employee to the previous classification is not grievable.
- C. An employee who satisfactorily completes Technical Probation and is on Step 1 shall receive a merit adjustment, based on their latest performance appraisal.
- D. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the General Manager, or designated representative(s).
- E. Range placement and future step advancement dates upon unsuccessful completion of technical probation are as follows:
  - 1) The employee will be placed on the same range and step for the classification as the employee was on prior to the time the employee was promoted.
  - 2) The employee will be eligible for the next step advancement on the anniversary date of the original position prior to being promoted.

Section 6.04. - Dismissal During the Probationary Period

A. During the original probationary period, an employee may be discharged by the General Manager, or designated representative(s), without cause and without right to appeal. Written notification of the discharge shall be served on the probationary employee by the immediate supervisor or designated representative(s), and a copy shall be filed with the General Manager, or designated representative(s).

- B. If an opening exists in a different position or classification, the employee may, at the General Manager's, or designated representative(s), discretion, be offered the position in lieu of termination. The employee will be required to serve another six (6) months probationary period in the new position.
- C. The final decision of the above action(s) will be at the sole discretion of the General Manager, or designated representative(s).
- D. Any employee who is discharged during their original probationary period shall receive their final compensation, including any accrued vacation leave, at the time he/she is terminated.

# ARTICLE 7 - CLASSIFICATION, COMPENSATION AND PAY PERIOD

Section 7.01. - Classification/Compensation Plan

In addition to this Personnel Manual, the General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) step compensation plan to include a listing of internal salary relationships among classifications, and benchmark classifications for purposes of establishing salaries for each classification within the Agency. The compensation plan shall also include salary and/or hourly rate schedules for all classifications.
- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principal duties, responsibilities, and minimum qualifications required of each classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

Section 7.02. - Classification Revision and Reclassification

- A. The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the General Manager, or designated representative(s), when there is a change in the duties and responsibilities of the position or other sufficient cause. Any non-voluntary reclassification of a position to a different classification shall result in an employee being placed into the appropriate pay range for the new position. A demotion is not considered a non-voluntary reclassification.
- B. If an employee believes that his or her duties and responsibilities have changed significantly, the employee may request a classification study of his or her position. Such request must be submitted in writing to the Human Resources Department for review.

## Section 7.03. - New Positions

Any new position and/or classification that is established shall comply with this Personnel Manual and shall be allocated to the Agency's classification and compensation plan by the General Manager.

Section 7.04. - Compensation

- A. Only those persons who are Agency employees and working for the Agency on the date this Personnel Manual is approved by the Board of Directors or on the date the base salary increase is actually implemented, whichever is later, are entitled to the base salary increases set forth below.
- B. Effective July 1, 2021, the Agency shall implement a 3.0% base salary increase for FY 2021-2022.\*
- C. Effective July 1, 2022, the Agency shall implement a 3.0% base salary increase for FY 2022-2023.
- D. Effective July 1, 2023, the Agency shall implement a 3.0% base salary increase for FY 2023-2024.
- E. All base salary increases provided for in this Personnel Manual shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

\*2021 Salary increases identified in Section 7.04 B shall be retroactive to July 1, 2021.

Section 7.05. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within said classifications. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Hourly and/or Salary Rate Schedules" which shall be made a part of this Personnel Manual.

# Section 7.06. - Adoption of Compensation Plan

The nine (9) step compensation plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s). Such Compensation Plan may be amended or revised at the discretion of the Board of Directors.

Section 7.07. - Salary Adjustments and Step Advancements

The procedures for step advancements within each salary range are set forth as follows:

A. . Variable entrance steps through Step 9 may be established if justified by

recruitment needs with the approval of the General Manager, or designated representative(s).

- B. Approval for advancement shall be based upon merit and completion of required length of service in the classification. Step advancements within each salary range shall be in increments of approximately 2.5%.
- C. Upon completion of a probationary period, advancement in step(s) shall be based on performance as provided in Section 7.08. Except in cases where employees have exhibited Outstanding performance as provided in Section 7.08.E, other advancements shall be based on performance as provided in Section 7.09, and are contingent upon completion of one (1) year.
- D. The time required for step advancement shall be extended by any time an employee is on an authorized leave of absence with or without pay, which exceeds thirty (30) calendar days (see Section 9.01.E).
- E. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.

Section 7.08. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance rating of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of their salary range.
- C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 7.08.G).

- F. In addition to any step advancement, management employees may receive a Performance Award of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. Grandfathered Specialized employees (as outlined in Section 1.27 of the 2013 Unrepresented Personnel Manual) may receive a Performance Award of up to ten percent (10%) of the employee's base salary for performance during the previous fiscal year. Any performance awards shall be paid in one lump sum payment during pay period twenty-two (22). All Performance Awards shall be awarded at the sole discretion of the General Manager. This Performance Award will be awarded to only those employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be pro-rated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.
- G. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.
- Section 7.09. Denial of Step Advancement/Performance
  - A. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.
  - B. After receiving an overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 3-month evaluations to attain an overall rating of Meets Expectations or better.
  - C. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, and/or to discipline the employee in accordance with Article 14, as well as the reasons for the recommendation.

Section 7.10. - Authority of General Manager

The General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the exempt and non-exempt classifications. Within a classification, the General Manager, or designated representative(s),

shall have the authority to practice discretion in assigning the position in which the employee shall be employed. The General Manager, or designated representative(s), is further empowered to promote, demote or transfer employees from one position to another and from one classification to another, or under-fill a position, provided there is a vacancy in a classification allocated by the Board of Directors. Additionally, he/she is authorized to establish new classifications provided the number of authorized positions does not exceed the number of positions authorized by the Board of Directors.

Section 7.11. - Overtime Compensation

- A. A non-exempt employee who is required by the nature of their position or by emergency situations to work in excess of forty (40) hours during their standard workweek shall be paid overtime at one and one-half (1<sup>1</sup>/<sub>2</sub>) times the employee's regular rate of pay. Only scheduled vacation, bereavement, and/or holiday time that falls within the employee's regular shift shall count as hours worked when computing overtime
- B. The General Manager, or designated representative(s), is authorized to determine the circumstances where overtime pay is justified in rare and unusual circumstances.
- C. Exempt employees will not have their pay docked or reduced in any manner that would be inconsistent with the salary test of the Fair Labor Standards Act (FLSA).
- D. Except in the case of a Federal, State, or local emergency, no employee shall work in excess of sixteen (16) consecutive hours in any twenty-four (24) hour period and shall have at least an eight (8) hour continuous break between shifts and at least two 30 minute meal breaks within the sixteen (16) hours.

Section 7.12. - Acting Pay

An employee who is designated by the Agency as acting shall receive a minimum increase of 5% more than their current hourly rate of pay, or shall be placed on Step "1" of the range established for the acting position, whichever is higher; however, the employee's rate shall not exceed Step "9" of the range established for the acting position at any time. Such acting pay is paid when an employee is designated by the Agency to serve temporarily in a higher classification. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the Agency will follow the law and limit the acting assignment to no more than 960 hours. To the extent permitted by law, Acting Pay is special compensation as defined by CaIPERS regulations and shall be reported as such to CaIPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay and California Government Code § 20480.
- B. Acting pay will be effective at the beginning of the first full pay period following the effective date of the designation in the higher job classification by the Agency.
- C. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager, or

designated representative(s), may authorize an extension to meet the needs of the Agency.

- D. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the employee shall receive an increase in acting pay if the spread between their new hourly rate of pay and the acting rate of pay becomes less than five percent (5%), not to exceed Step 9 of the acting salary. The employee's merit review date shall not be affected by acting status unless he/she is appointed to the position in which he/she was acting. If such, their review date shall be adjusted to coincide with the date he/she started in the acting position or as provided for in Section 7.12.F.
- E. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the employee shall receive credit for time he/she began receiving acting pay, up to a maximum of six (6) months for technical probation and merit increase purposes. If the employee must serve a technical probationary period longer than six (6) months after being promoted, up to six (6) months of acting may be credited to the technical probationary period. Following the promotion, the employee's merit increase will be awarded at the conclusion of the technical probationary period, or upon the completion of working one (1) year in the position (including a maximum of six (6) months). All subsequent merit increases will be awarded upon completion of one (1) year in each step.
- F. Employees who believe they have been assigned by management to perform the significant distinguishing duties of a higher classification a majority of the time, who have not been placed in an acting pay status with acting pay as authorized under this provision, may file a written request with the Human Resources Department for a review of the assigned duties.
- G. Employees must make their request for review to the Human Resources Department within thirty (30) calendar days after they first believe they have worked within the higher classification for at least one hundred sixty (160) hours. Requests for review not presented within this thirty (30) calendar day period shall be considered, but the eligibility for retroactive payment will be limited to the 30 calendar days prior to the request for review.
- H. The Human Resources Department will review requests and at the end of the review, if the Human Resources Department determines requirements for acting pay are met, the Agency will either:

(1) Approve continuing the acting assignment and approve the retroactive payment to a date established by the Department, in consultation with the Human Resources Department; or

(2) Return the employee to their duties within their classification and approve a retroactive payment to a date established by the Department, in consultation with the Human Resources Department.

Similarly, if after a review by the Human Resources Department, if the Human Resources Department determines requirements for acting pay are not met, the employee will be notified, and no further action will be taken. Human Resources'

# determination cannot be appealed.

## Section 7.13. - Official Business Pay Authorization

Any non-exempt employee of the Agency may be authorized to attend business and other matters of interest to the Agency outside the Agency area and for time periods which exceed the normal work day on the date of attendance. Employees on such assignment, at the Agency's request, must have prior approval for compensation at their hourly rate of pay for the number of hours they would normally work on the day of attendance.

## Section 7.15. - Pay Periods

All employees of the Agency shall be paid biweekly. Payroll shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the preceding Thursday. At Thanksgiving and when Christmas falls on a Thursday, the payroll will be distributed on Friday.

## Section 7.16. - Direct Deposits

All Unrepresented employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/termination) payrolls.

Section 7.17. - Promotional Compensation

An employee who is promoted to a higher classification shall receive a minimum salary increase of five percent (5%) more than their current rate of pay.

# **ARTICLE 8 - BENEFITS**

Section 8.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CaIPERS or \$143.00, whichever is greater, towards the cost of premiums for health insurance under the CaIPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and their eligible dependents. The contribution shall be adjusted annually by CaIPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CaIPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$143.00 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2021 \$143.00

PEMHCA minimum monthly contribution effective 2022 \$149.00

# B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$143.00 whichever is greater.

Employee +1 \$1,369.00 effective January 1, 2021 through December 31, 2021

Employee Family \$1,641.00 effective January 1, 2021 through December 31, 2021,

- 1) Employee Only and Opt-Outs: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution from January 1, 2021 through December 31, 2021 shall be \$1,053.00 minus the PEMHCA contribution under Section A above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for themselves or the employee is able to show proof that they obtained and maintained health insurance through another source, such as a spouse. The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.30, the employee shall not receive this allotment.
- 2) Effective January 1, 2021, and on January 1<sup>st</sup> of every calendar year thereafter, during the duration of this Personnel Manual, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of August 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this Personnel Manual. Any increase in the monthly contributions based upon the "blended rate" shall be capped at 6.5% per calendar year.
- 3) Effective July 1, 2022, the additional benefit for Employee +1 and Employee Family in Section 8.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 8.01B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2023, the additional benefit for Employee +1 and Employee Family in Section 8.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 8.01B.1 shall increase by twenty-five dollars (\$25).
- 5) Should an employee's work hours be reduced by 25% or more of their normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of their health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of

the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of the additional benefit.

- 5) Except as provided for in Section 8.01.B.2, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of their health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 6) The Agency provides each unrepresented, non-management employee with basic life insurance coverage in the amount of \$60,000. The employee is responsible for paying \$10,000 toward this coverage..
- 7) The Agency provides each management employee with basic life insurance coverage in the amount of \$100,000. The employee is responsible for paying \$10,000 toward this coverage.
- 8) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 9) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this Personnel Manual.
- 10) Employee +1 and Employee & Family: If the cost of the combined premiums for health, dental, vision, and life insurance (including dependent coverage) is less than the monthly contribution, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for themself including their eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.30, the employee shall not receive this allotment.
- C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for contracting agencies by CaIPERS or \$143.00, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CaIPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each annuitant who retired from the Agency through CaIPERS and who enrolls in a CaIPERS health plan as a retiree. The contribution shall be adjusted annually by CaIPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CaIPERS.

PEMHCA minimum monthly contribution effective 2021 \$ 143.00

PEMHCA minimum monthly contribution effective 2022 \$149.00

- 1) Payment for the retiree health insurance benefit of \$143.00 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CaIPERS for the benefit of the retiree each month.
- 2) Only employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of their choice without any loss in benefit. If the retiree so chooses to purchase their health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for theirtheir benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.
- D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$143.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CaIPERS and who is a minimum age of fifty-five (55).

| Hire Date              | Benefit Level                            | Minimum Years<br>of Agency<br>Service | Benefit                              |
|------------------------|------------------------------------------|---------------------------------------|--------------------------------------|
| Before<br>Jan. 1, 1992 | Employee and/or<br>eligible dependent(s) | 20                                    | 50% of<br>applicable<br>Kaiser Rate* |
| After<br>Dec. 31, 1991 | Employee only or surviving spouse        | 12                                    | 50% of<br>applicable<br>Kaiser Rate* |

\*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administration costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS medical plan or not. The retiree will be reimbursed on a monthly basis for their retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity benefits.

# Section 8.02. - Retirement Plan

- A. Each probationary and regular employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the Agency, in its sole discretion, may contract with that system.
- B. All PERS member contributions shall be fully paid by employees and deducted on a pre-tax basis. Said contribution shall not be considered special compensation for the calculation of the employee's retirement benefits.

- C. Employees hired after January 1, 2013, and defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7522, *et seq.*, will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS.
- D. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- E. The Agency contracts with CalPERS for the One (1) Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution #2009-4-2 which allows employees who make payments by payroll deduction for CaIPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan shall pay the full 8.0% Employer Paid Member Contribution (EPMC).
- I. The Agency contracts with CalPERS a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than 6 months gap in service, i.e. "classic members" pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three year final compensation. Employees in this plan shall pay the full 7.0% EPMC.

Section 8.03. - Long-Term Disability

All probationary and regular employees of the Agency are covered under an Agency provided long-term disability plan with the following elements:

- A. Three hundred sixty-five (365) day elimination period.
- B. Sixty percent (60%) of your monthly salary up to \$6,000.
- C. The maximum benefit period is determined by the employee's age when disability begins.

The choice of carrier and other plan elements rests solely with the Agency. The Agency may elect to self-insure the plan.

Section 8.04. - State Disability Insurance Programs

- A. State Disability Insurance (SDI) Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance Fund.
- B. Paid Family Leave Program (PFL) All California workers who are covered by the State Disability Insurance (SDI) program will also be covered for PFL. The PFL program provides a maximum of eight (8) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 8.05. - Uniforms

Employees in authorized classifications shall be provided with uniforms. Employees who are provided with a uniform are required to wear the provided uniform during all working hours.

Section 8.06. - Safety Shoes and Safety Equipment Stipend

Employees in authorized classifications, as established in the Agency's Safety Manual, shall be required to wear appropriate safety shoes and safety equipment. Employees shall be entitled to a three hundred dollars (\$300.00) stipend per fiscal year for appropriate safety shoes and safety equipment, in accordance with the applicable rules of the Safety Manual. The safety equipment stipend shall be paid every twenty-fifth (25th) pay period.

Section 8.07. - Mileage Reimbursement

A. Employees not receiving a car allowance shall receive mileage reimbursement in the amount established by the Internal Revenue Service.

Section 8.08. - Professional Development Stipend:

- A. Employees not on original probation shall be entitled to a professional development stipend of one thousand dollars (\$1000) per calendar year. The professional development stipend shall be paid every twenty-fifth (25th) pay period.
- B. The professional development stipend shall replace the following incentive programs:
  - 1. All certification and licensing payments and reimbursements found in Agency Policy A-70 Certification or Licensing
  - 2. All professional memberships payments and reimbursements
  - 3. All other certification or license incentive pay, voluntary or required
- C. Employees who are currently receiving more than \$1,000 per year, shall have grandfather rights to the Certification Incentive Payment amount that they are eligible for during July 2021, to be paid as a yearly stipend. The stipend shall be paid every twenty-fifth (25th) pay period. However, unit members shall not be eligible for any

reimbursements. The Agency will establish a list of employees who will be participating in the grandfathering in agreement. The look back period for grandfathering rights will be July 2019 through June 2021. Proof of certificates or licensing shall be due on or before the 21st pay period of the year. Should an employee who has grandfather rights fail to maintain their certificate or license, they shall no longer be eligible for the grandfather rights and will be transitioned to the \$1,000 Professional Development Stipend.

D. Employees shall no longer be eligible for Agency Policy A-70 Certification or Licensing. This language is meant to supersede all Personnel Manual language adopted before June 30, 2021 as well as applicable Agency policy.

Section 8.09. - Educational Reimbursement.

The Agency shall reimburse each Unrepresented employee up to five thousand two hundred fifty dollars (\$5,250), or up to the Internal Revenue Service limit whichever is higher, per fiscal year for the cost of educational expenses that are related to the employee's work.

Section 8.10. - Degree Incentive

The Agency shall provide a one-time payment of \$175 for employees who successfully earn an associate degree.

The Agency shall provide a one-time payment of \$300 for employees who earn a bachelor's degree.

The Agency shall provide a one-time payment of \$300 for employees who earn a master's degree.

Payments are not retroactive and shall apply only to degrees earned during the duration of the Personnel Manual.

Section 8.11. - Cellular Telephone Usage

Management employees may receive an Agency provided cellular telephone in accordance with Agency Policy.

Section 8.12. - Vehicle Allowance

Eligible members of the Management Group as defined in Section 1.13 shall receive a vehicle allowance as follows:

- A. \$200 per month:
  - 1) Budget Officer
  - 2) Communications Officer
  - 3) Employee and Labor Relations Advocate
  - 4) Grants Officer
  - 5) Principal Accountant
- B. \$250 per month:
  - 1) Chino Basin Program Manager

- 2) Deputy Manager of Operations
- 3) Deputy Manager of Maintenance
- 4) Deputy Manager of Strategic Planning and Resources
- 5) Principal Engineer
- 6) Senior Policy Advisor
- C. \$300 per month:
  - 1) All Managers
- D. \$400 per month:
  - 1) All Directors
- E. At the beginning of each fiscal year, employees will have the option to elect a monthly car allowance or be reimbursed for mileage based on the use of their personal vehicle to conduct Agency business (per Section 8.07.A).

Section 8.13. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

Section 8.14. - Wellness Stipend

- A. Employees not on an original probation shall be entitled to a wellness stipend of five hundred dollars (\$500) per calendar year. The wellness stipend shall be paid every twenty-fifth (25<sup>th</sup>) pay period.
- B. Employees shall no longer be eligible for Agency Policy A-78 Wellness Program. This is meant to supersede Personnel Manual language adopted before June 30, 2021, as well as applicable Agency policy.

Section 8.15. - Deferred Compensation

- A. Employees may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

# **ARTICLE 9 - PERFORMANCE APPRAISALS**

Section 9.01. - General

The procedures for performance appraisals are set forth as follows:

A. Each employee will be reviewed by his /her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.

- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All non-management employees shall have a performance appraisal review once a year, to be conducted at the employee's merit review date. Said review shall occur every twelve (12) months from the anniversary of their last merit review date unless said employee receives an overall rating of Below Expectations or Unacceptable (see Section 9.01.G).
- D. All management employees shall have a performance appraisal review at least once a year to review the employee's performance during the fiscal year. The review is to be conducted by no later than September 15<sup>th</sup> following the end of the fiscal year being reviewed.
- E. The due date for a performance appraisal shall be extended by the number of days the employee is actually out on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days (i.e., the employee is off for 31+ calendar days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out including the first thirty (30) calendar days. If the employee is out thirty (30) days or less, no adjustment is made).
- F. In cases where no performance appraisal is filed, the employee should contact the Human Resources Department.
- G. All employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall be reviewed ninety (90) days after the Below Expectations or Unacceptable appraisal was received by the employee.

Section 9.02. - Duty of Departments

It is the duty of the supervisor to evaluate the work accomplishments and conduct of employees, to inform employees of their appraisals in writing, and to assist employees in improving work effectiveness.

# Section 9.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct and to strive to improve work effectiveness.

Section 9.04. - Demotions

- A. If, in the opinion of an employee's supervisor, the employee is unable to perform duties and responsibilities which are within the requirements of their position, the supervisor may recommend a demotion.
- B. If an employee's classification or position is to be eliminated, in accordance with

the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.

- C. A non-probationary employee who is demoted does not have to serve a new probationary period.
- D. When demoted, the employee's salary shall be adjusted to the salary range of their new position. Salary range placement shall take into consideration the employee's previous salary and may include the option of Y-rating the employee's salary.
- E. Any demotion to prevent layoff may, at the discretion of the General Manager, be reversed when the employee's previous position is reopened. In the case of preventing a layoff, the employee being demoted will accept the pay rate of the new position.
- F. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

Section 9.05. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance rating of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of their salary range.
- C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 7.08.G).
- F. In addition to any step advancement, management employees may receive a Performance Award of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. Grandfathered Specialized employees (as outlined in Section 1.27 of the 2013 Unrepresented Personnel

Manual) may receive a Performance Award of up to ten percent (10%) of the employee's base salary for performance during the previous fiscal year. Any performance awards shall be paid in one lump sum payment during pay period twenty-two (22). All Performance Awards shall be awarded at the sole discretion of the General Manager. This Performance Award will be awarded to only those employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be pro-rated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.

- G. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 9.06. - Denial of Step Advancement/Performance

- A. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.
- B. After receiving an initial overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 90-Day period evaluations to attain an overall rating of Meets Expectations or better.
- C. At the end of the maximum two 90-Day period feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, and/or to discipline the employee in accordance with Article 14, as well as the reasons for the recommendation.

# **ARTICLE 10 - LEAVES OF ABSENCE**

Section 10.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the General Manager, or designated representative(s), in writing, before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). If the leave is in relation to a disability accommodation, then the

leave will be determined through the interactive process on a case-by-case basis. The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

Section 10.02. - Leave of Absence With Pay

- A. Any supervisor may authorize leave to any employee within the supervisor's department. This includes granting vacation, bereavement, court leave, sick leave or any other leave within the terms of this Personnel Manual.
- B. The authority for granting paid leaves or non-routine leaves with pay is at the sole discretion of the General Manager, or designated representative(s).

Section 10.03. - Leave of Absence Without Pay

- A. The General Manager, or designated representative(s), shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise. In special cases, the General Manager, or designated representative(s), may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used, and he/she has obtained the prior approval of the General Manager, or designated representative(s).
- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e. until return to work on "active" status, or until a terminating event; i.e. permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).
- F. If the leave is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

Section 10.04. - Holidays

Subject to the conditions specified in this section, the Agency designates the following days as holidays. For the purposes of holiday compensation, a day shall equal the number of hours that the employee normally would have worked other than for the holiday:

| <u>Holiday</u>  | <u>Date</u>        | <u>Duration</u> |
|-----------------|--------------------|-----------------|
| New Year's Day  | January 1st        | 1 day           |
| Presidents' Day | 3rd Monday in Feb. | 1 day           |

| Memorial Day                | Last Monday in May        | 1 day          |
|-----------------------------|---------------------------|----------------|
| Independence Day            | July 4th                  | 1 day          |
| Labor Day                   | 1st Monday in Sept.       | 1 day          |
| Thanksgiving Day &          | 4th Thursday & Friday     | 2 days         |
| Day After                   | in November               |                |
| Christmas Day &             | December 25th &           | 2 days         |
| Day After                   | December 26 <sup>th</sup> |                |
| Floating Holiday            | Employee's Choice         | 10 days per FY |
| (Management)                | (prior approval required) |                |
| Floating Holiday            | Employee's Choice         | 8 days per FY  |
| (Grandfathered Specialized) | (prior approval required) |                |
| Floating Holiday            | Employee's Choice         | 6 days per FY  |
| (Non-management)            | (prior approval required) |                |

- A. If the holiday should fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on Sunday, the holiday will be observed on the following Monday. If Christmas falls on Friday, the day after Christmas shall be observed on the following Monday. If Christmas falls on Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas day and the day after shall be observed on the following Monday and Tuesday.
- B. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of the following:
  - 1) Appointees whose first day of work would have fallen on the holiday.
  - 2) Non-exempt employees scheduled for a normal shift at Agency facilities on a holiday as defined above (with the exception of Floating Holidays) shall be paid a holiday premium of one and one-half (1½) times their hourly rate of pay for all hours actually worked, in addition to their holiday pay. If the day of the observed holiday is different from the day of the actual holiday, only employees working on the day of the actual holiday shall be entitled to this premium pay. Employees shall be paid this premium pay for hours worked beginning at 12:00 a.m. and ending at 11:59 p.m. on the day of the actual holiday. This premium pay shall be paid to employees for a maximum of one shift, unless an employee is requested to work overtime by their supervisor.
- C. The employee must work the entire scheduled work day before and after the holiday or be in approved pay status the entire scheduled day before and after the holiday (i.e., vacation, compensatory time off) in order to receive pay for holiday leave or, holiday premium pay, if the employee works on the day of the actual holiday. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. In the event that the day before or after the holiday is the employees regular flex day, the unscheduled absences and sick leave taken on the day before or after the flex day shall not count as time worked on the day before or after the holiday (e.g., the July 4<sup>th</sup> holiday is Thursday and employee's flex day is Friday, the employee must be in an approved paid status on Wednesday and Monday to receive the holiday pay). See Sections 1.32 and 1.33 for definitions of scheduled and unscheduled workdays.

If an exempt employee is sick the day before or after a holiday and is unable to provide verification of such illness, the employee shall be required to utilize vacation leave for the time missed.

- D. An employee whose regularly scheduled flex day off falls on the holiday who does not work due to the flex/holiday may receive either compensation or an increase in their vacation accrual equal to the number of hours of the employee's working flex day (e.g., employee's flex day off is Friday and he/she works eight hours on the other Friday of the same pay period, he/she will accrue an extra eight hours of vacation time in lieu of holiday pay).
- E. Floating holidays will be credited to each employee on July 1 and must be used by June 30 of the following year. Floating holidays cannot be used during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probation. An employee on original probation who is not permitted to use their floating holiday prior to the end of the pay period corresponding with the last pay date in June shall have their pro-rated hours carried over the following fiscal year. Prior approval to take floating holidays must be obtained from the employee's manager/supervisor. In cases where an employee must forfeit their floating holidays at the request of the Agency, the employee shall be compensated for their unused portion at their current rate of pay at the end of the pay period corresponding with the last pay date in June. The amount of floating holidays credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Every effort will be made to allow those Unrepresented employees desiring Veteran's Day off the use of one floating holiday on Veteran's Day (November 11). Unused floating holidays shall be paid out upon separation from employment.

# Section 10.05. - Vacation Leave

All employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue vacation leave but will not be able to use the accrued leave until completion of their original probationary period or completion of the first six (6) months of employment in the event of a one (1) year original probation. Vacation leave is computed and administered as follows:

A. Full-time employees shall be entitled to accrue and accumulate vacation leave with pay as follows:

| Continuous Months<br>of Service | Continuous Years<br>of Service | Hours Accued per Pay Period | Hours Accrued per Year | Maximum<br>Accrual |
|---------------------------------|--------------------------------|-----------------------------|------------------------|--------------------|
| 0-60                            | 0-5                            | 3.077                       | 80                     | 200                |
| 61-72                           | 6                              | 3.692                       | 96                     | 288                |
| 73-84                           | 7                              | 4.308                       | 112                    | 336                |
| 85-108                          | 8-9                            | 4.923                       | 128                    | 384                |
| 109-180                         | 10-14                          | 6.154                       | 160                    | 480                |
| 181-239                         | 15-19                          | 6.769                       | 176                    | 528                |
| 240 and thereafter              | 20+                            | 7.692                       | 200                    | 600                |

- B. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to twenty (20) working days.
- C. Vacation leave periods which exceed the limits specified in Paragraph C above must be approved in writing by the General Manager, or designated representative(s), and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager, or designated representative(s).
- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- F. In cases where an employee forfeits vacation leave time at the request of the Agency, upon approval of the General Manager, said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/ her vacation or to avoid any conflicts.
- G. Employees who are on vacation leave shall be compensated at their current rate of pay.
- H. Vacation leave shall be pre-approved by the employee's supervisor. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.
- I. Regular and probationary employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's hourly rate of pay at the time of separation.
- J. An employee who is on unpaid status as defined in Section 1.30 shall not accrue vacation leave.

- K. Should an employee become ill or injured while on vacation leave, the employee shall be entitled to use sick leave upon approval of the employee's supervisor. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick leave benefits.
- L. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the vacation accrual rates outlined in Section 10.05.A. Vacation accrual rates will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

Accrual rate ÷ 80 hrs/pay period = adjusted accrual rate Adjusted accrual rate x hrs paid = reduced accrual amount

For example: An employee in their 30<sup>th</sup> month of employment, who is receiving pay for 43 hours in a pay period, shall accrue vacation at the following rate:

3.077 ÷ 80 hrs/pay period = 0.0385 0.0385 x 43 hours = 1.6555

In this example, the employee would accrue 1.655 hours of vacation, rather than the regular amount of 3.077, for this pay period.

M. Vacation Leave Cash Out. During March of each year or as approved by the General Manager, an employee may, at their option, request to convert up to a maximum of seventy percent (70%) of their respective annual vacation leave accrual to receive a cash payment at their current rate of pay, provided that he/she has used at least thirty percent (30%) of their respective annual vacation leave accrual during the previous twenty-six (26) pay periods.

| Hours Accued per Pay Period | Hours Accrued per Year | Minimum Hours<br>Used (30%) | Maximum Hours Cash-<br>Out (70%) |
|-----------------------------|------------------------|-----------------------------|----------------------------------|
| 3.077                       | 80                     | 24                          | 56                               |
| 3.692                       | 96                     | 29                          | 67                               |
| 4.308                       | 112                    | 34                          | 78                               |
| 4.923                       | 128                    | 38                          | 90                               |
| 6.154                       | 160                    | 48                          | 112                              |
| 6.769                       | 176                    | 53                          | 123                              |
| 7.692                       | 200                    | 60                          | 140                              |

1) It is the employee's responsibility to track their own accruals and make a written request for said conversion by the conclusion of the last pay period in March or as approved by the General Manager. A payroll stuffer will be sent out to all employees during the last pay period in February or as approved by the General Manager reminding employees of this option.

2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April and/or September or as approved by the General Manager.

| Year | Accrual Rate as of: | Usage Timeframe       | Cash-Out<br>Pay Date               |
|------|---------------------|-----------------------|------------------------------------|
| 2022 | February 19, 2022   | 2/21/2021 - 2/19/2022 | April 8, and /or September 9, 2022 |
| 2023 | February 18, 2023   | 2/20/2022 - 2/18/2023 | April 7, and /or September 8, 2023 |
| 2024 | February 17, 2024   | 2/19/2023 2/17/2024   | April 5, and /or September 6, 2024 |

3) Qualification for vacation leave cash out shall be based on:

or as approved by the General Manager.

4) Cashing out of vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period four (4).

# Section 10.06. - Sick Leave

All regular employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue sick leave time; however, such employees will not be able to use the accrued leave until after the 90th day after the first day of employment, except in emergency situations when approved in writing by the General Manager, or designated representative(s). Should an employee fail to complete the original probationary period, any advance of sick leave shall be deducted from the employee's final pay.

Paid sick leave allows the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides paid sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. It is your responsibility to establish legitimate illness or injury to receive sick leave pay. This leave time is computed as follows:

- A. All regular and probationary employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Regular employees shall be permitted to expend accrued sick leave time for the following reasons:
  - 1) Employee is suffering illness or injury.
  - 2) Employee is placed on quarantine due to exposure to contagious disease.

- 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
- 4) Illness or injury in the employee's immediate family (see Section 1.10.A).
- 5) Up to ten (10) working days of sick leave may be used for bereavement purposes.
- 6) Special cases require approval of the General Manager, or designated representative(s).
- C. An employee who is ill or injured may be required to take sick leave if, in the opinion of the employee's supervisor, the employee or co-workers are being exposed to the hazard of illness or injury.
- D. Any employee who needs to take advantage of sick leave benefits shall notify his /her supervisor prior to or at the start of the employee's work shift on each day when such benefits are desired, unless he/she has submitted a physician's off work order or have made prior arrangements with their immediate supervisor. Failure to comply with this requirement may result in loss of benefits for the work shift in which proper notification was not provided.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.
- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick leave benefits including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are three (3) or more consecutive work days in duration must be accompanied with a fitness for duty verification by the employee's physician, dentist or other involved medical practitioner. If reasonable cause exists, the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days.
- G. All regular or probationary employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals may be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 10.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave and vacation leave.

I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.

J. Employees who resign, or are laid off from Agency employment after being employed by the Agency for five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

| COMPLETED<br>YEARS OF SERVICE | MAX REIMBURSABLE<br>HOURS ACCRUABLE | PERCENT<br><u>PAYABLE</u> |
|-------------------------------|-------------------------------------|---------------------------|
| 5                             | 320                                 | 25%                       |
| 6<br>7                        | 360<br>400                          | 35%<br>35%                |
| 8                             | 440                                 | 35%                       |
| 9                             | 480                                 | 35%                       |
| 10                            | 544                                 | 50%                       |
| 11                            | 608                                 | 50%                       |
| 12                            | 672                                 | 50%                       |
| 13 & 14                       | 736                                 | 50%                       |
| 15 through 19                 | 800                                 | 50%                       |
| 20 & thereafter               | 850                                 | 100%                      |

Employees who are terminated from the Agency for cause, or who resign and/or retire in lieu of termination (must have been served with letter, from the Agency, of intention to terminate employment) shall not receive this benefit.

K. When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, AND retires from the Agency and the California Public Employees' Retirement System (CalPERS), the employee shall be compensated for accumulated, unused sick leave based on the years of service as indicated below.

| COMPLETED         | MAXIMUM         |                |
|-------------------|-----------------|----------------|
| YEARS OF          | REIMBURSEABLE   | PERCENT        |
| <u>SERVICE</u>    | HOURS ACCRUABLE | <u>PAYABLE</u> |
| 5                 | 320             | 50%            |
| 6                 | 360             | 50%            |
| 7                 | 400             | 50%            |
| 8                 | 440             | 50%            |
| 9                 | 480             | 75%            |
| 10                | 544             | 100%           |
| 11                | 608             | 100%           |
| 12                | 672             | 100%           |
| 13 & 14           | 736             | 100%           |
| 15 through 19     | 800             | 100%           |
| 20 and thereafter | 850             | 100%           |

- L. An employee who is on unpaid status as defined in Section 1.30 shall not accrue sick leave.
- M. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to accrue sick leave at the rate of 3.692 hours per pay period. The sick leave accrual rate will be reduced for an employee who is not in a paid status for a

minimum of sixty (60) hours per pay period using the following formula:  $3.692 \div 80$  hrs/pay period = 0.0462 0.0462 x hrs paid = reduced accrual amount

For example: An employee who is receiving pay for 43 hours in a pay period, shall accrue sick leave at the following rate:

0.0462 x 43 hours = 1.9866

In this example, the employee would accrue 1.986 hours of sick leave, rather than the regular amount of 3.692, for this pay period.

N. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify for "bonding" leave under the Family Medical Leave Act and/or California Family Rights Act. Only employees eligible for "bonding" leave under these laws may utilize up to 80 hours of sick leave for such absences.

Section 10.07. - Sick Leave Buy Back

Each November an employee may, at their option, convert up to a maximum of ninety-six (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at their current rate of pay; provided that at least four hundred eighty (480) hours of accrued sick leave remain on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1 1/3 hours.

| Year | Accrued Hours<br>as of: | Request for Buy Back<br>Deadlin | Buy Back<br>Pay Date |
|------|-------------------------|---------------------------------|----------------------|
| 2022 | October 16, 2021        | November 12, 2021               | December 3, 2021     |
| 2023 | October 15, 2022        | November 11, 2022               | December 2, 2022     |
| 2024 | October 14, 2023        | November 10, 2023               | December 1, 2023     |

- A. Payment will be made to qualified employees on a separate check from payroll on the first pay date in December.
- B. To receive payment for the buyback of sick leave the individual must be a current employee on the day actual payment is made.

Section 10.08. - Bereavement Leave

- A. In the event of a death in the employee's immediate family or extended family (Section 1.10.A and Section 1.10.B), the employee shall be granted up to five (5) workdays paid bereavement leave.
- B. In the event of a death in the employee's extended family (Section 1.10.B), the employee shall be granted up to three (3) work days of paid bereavement leave to attend funeral or related services.

- C. Agency employees may also be excused by immediate supervisors to attend the funeral of a deceased Agency employee who was an active employee at the time of death, without loss of pay or leave accrual.
- D. Employees may also be excused by immediate supervisor to attend the funeral of a person not included in the definition of immediate/extended family (Section 1.10) or a former Agency employee.
- E. All authorized bereavement leave shall be charged against the Agency's bereavement bank.

Section 10.09. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

Section 10.10. - Jury and Court Leave

Α. Jury Leave - Any employee of the Agency who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal salary for a maximum of one hundred (100) work hours in any one calendar year, provided any and all consideration (except mileage) received for such service is relinguished to the Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day. Under special circumstances, the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities. Upon return from court duty, the employee shall present a certificate of service to their supervisor. If the employee is excused by the court at least three (3) hours prior to the end of their shift, the employee shall be required to return to work.

Whenever possible the employee shall provide a minimum of ten (10) working days notice prior to the date he/she is summoned to serve as a trial juror or witness to their supervisor in order for the supervisor to make arrangements to cover their normal shift. The employee shall be paid jury duty pay for the time he/she is required to serve up to the maximum stipulated in this section.

B. Court Leave - Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court as a witness shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

# Section 10.11. - Military Leave

A. Military leave is a temporary leave of absence for ordered military training or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or Congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.

- B. The Agency shall comply with all federal and state laws relative to military leaves.
- C. An employee requesting military leave shall promptly provide the department head with a copy of the military orders specifying dates, site and purpose of the activity or mission.
- D. Within the limits of such orders, the General Manager or designated representative(s) may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Section 10.12. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy disability leave.

Any employee who plans to take a leave of absence pursuant to this section shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.

If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated.

Section 10.13. - Longevity Leave

Employees shall receive the following paid leave hours on the employees' designated anniversary dates:

| Year of Service | Hours of Leave |
|-----------------|----------------|
| 10              | 40             |
| 15              | 60             |
| 20              | 80             |
| 25              | 100            |
| 30              | 100            |
| 35              | 100            |

Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

Section 10.14. - Leave of Absence to Vote

Employees who are registered voters may claim necessary time off to vote at elections as follows:

If an employee does not have sufficient time outside of working hours (due to Agency demands) to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

# Section 10.15. - Payment of Accrued Leave

Upon the death of an active employee, all wages earned in addition to all accrued vacation leave and/or sick leave shall be paid in accordance with the guidelines set forth in this Personnel Manual, which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary if designated, or if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none,
- B. Child(ren); or, if none,
- C. Employee's estate.

# **ARTICLE 11 - SEPARATION FROM SERVICE**

Section 11.01. - Discharge During Probationary Period

An employee who is within the original probationary period may be discharged at any time with or without cause by the General Manager, or designated representative(s). An employee who is discharged during the probationary period shall be compensated for accrued vacation leave as defined in Section 10.05.J of this Personnel Manual.

Section 11.02. - Layoff

Any regular or temporary employee of the Agency may be laid off at any time as the result of a changed workload within the Agency. Any layoff which may occur for any reason will be based on the employee's performance history with the Agency, at the discretion of the General Manager, or designated representative(s), and in the best interest of the Agency. Regular employees being laid-off shall receive four weeks (20 working days) notice and shall receive two (2) days of severance pay for every complete year of service for the Agency, up to a maximum of four (4) weeks. Severance pay shall be paid at the employee's current rate of pay.

#### Section 11.03. - Resignation

An employee who wishes to leave the Agency's employment in good standing should file a written resignation with his or her supervisor at least two (2) weeks prior to the date of resignation.

# **ARTICLE 12 - EMPLOYEE CONDUCT**

#### Section 12.01. - Peaceful Performance of Duties

Unrepresented employees may only participate in labor actions as provided for under State and/or Federal law or as provided for by a court of competent jurisdiction.

# Section 12.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, agency, individual or employer which the Agency normally deals with or provides services to.

# Section 12.03. - Outside Employment

Full-time Agency employees may not engage in any private business or undertaking concurrently with their public service, which attention to affects the time or quality of their work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in advance and in writing by the supervisor and the General Manager, or designated representative(s).

# Section 12.04. - Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the Inland Empire Utilities Agency.

# Section 12.05. - Financial Affairs

Employees shall be required to conduct their personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

# Section 12.06. - Employees Acting as Agents of the Agency

Any employee who is required by the duties assigned to his or her position to act as an agent of the Agency shall not be empowered or authorized to bind the Agency to any expressed or implied contract. Any contract or offers that an agent of the Agency negotiates with a third party shall be subject to ratification by the Agency prior to acceptance. Any commitments made by an agent of the Agency shall be approved by the Agency prior to being consummated.

# **ARTICLE 13 - GRIEVANCE PROCEDURE**

Section 13.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or non-compliance of Agency ordinances, resolutions, policies, and/or provisions of the Personnel Manual of a non-disciplinary nature. Refer to Article 14, Disciplinary Actions and Appeals Procedures, for disciplinary appeals.
- B. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- C. An employee may select another person as their representative to assist the

employee in processing a grievance at any step in the grievance procedure.

- D. In a hearing or meeting called to resolve a grievance, up to one (1) employee, in addition to the employee instituting the grievance, may be excused from work, with the exception of those called as witnesses, when both parties agree they are necessary to determine certain facts. In all instances, the supervisor, and/or Department Manager of the employee who has filed a grievance may be present. Names of Agency employees requesting pay for attendance to a hearing or meeting should be given to the Manager of Human Resources three (3) working days prior to the hearing/meeting.
- E. A grievance shall be prepared on the employee's personal time, not during working hours.
- F. Organizational channels shall be utilized at all times during the grievance process.
- G. No individual member of the Board of Directors may be approached by the employee, or their representative, at any time regarding a grievance.
- H. The failure to process a grievance within the time limits set forth in this Article shall cause the grievance to be deemed settled in accordance with the Agency's last reply.
- I. Any time limit may be extended upon the mutual agreement of both parties.
- J. An employee shall initially attempt settlement of a grievance at the employeesupervisor level.
- K. All grievances shall be treated as confidential by all parties, and no publicity will be given until the final resolution of the grievance.
- L. An employee's grievance must be submitted within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.

Section 13.02. – Purpose

- A. To promote harmonious employee relations by establishing procedures on grievance matters.
- B. To provide that grievances shall be settled as near as possible to the point of origin.
- C. To provide that the grievance procedure shall be as informal as possible.

#### Section 13.03. - Procedure

1. Grievances involving salaries and promotions may be processed up through Step 3 of this procedure.

- 2. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
- 3. The following procedures outlined herein constitute the steps necessary to address an employee's grievance. The timelines established in this grievance procedure may be extended by mutual agreement:

# Step 1:

- A. An employee's grievance must be submitted to the Manager of Human Resources or designee within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
- B. A meeting with the employee, the Supervisor or designee, and a Human Resources department representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager or Human Resources or designee. The Supervisor or designee will give their written answer to the employee by the end of day on the eighth (8) business day following the presentation of the grievance and the giving of such answer will conclude Step 1. Should the Supervisor or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

# Step 2:

- A. If the grievance is not resolved at Step 1, the employee may proceed to Step 2. The employee will submit their grievance to the next level Management Representative, typically the Deputy Manager or designee by the end of the eighth (8) business day following the decision in step 1. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, the Deputy Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Deputy Manager or designee. The Deputy Manager or designee will give a written answer to the employee by the end day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 2. Should the Deputy Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

# Step 3:

A. If the grievance is not resolved at Step 2, the employee may proceed to Step 3. The employee will submit their grievance to the next level Management Representative, typically the Department Manager or designee by the end day on the eighth (8) business day following the decision in Step 2. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

- B. A meeting with the employee, the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee, if applicable, by the end of day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 3. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.
- C. Grievances involving salaries and promotions shall not be continued beyond Step 3.

# Step 4:

- A. If the grievance is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their grievance to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, a Senior Leadership representative, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager of Human Resources or designee. The Senior Leadership representative will give a written answer to the employee, by the end of day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4 and conclude the grievance procedure.

# **ARTICLE 14 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES**

No disciplinary action may be imposed on any employee covered by this Personnel Manual, with the exception of oral counseling, until said action has been reviewed by the Human Resources Department. In the event of a serious infraction, some or all steps of progressive discipline can be bypassed. The type of discipline imposed will be evaluated by the Department, in consultation with the Human Resources Department.

Section 14.01. - Types of Discipline

Where appropriate, discipline imposed by the Agency may consist of one or more of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance, which is not documented in the personnel file.
- B. Oral Reprimand. A verbal warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred. Performance appraisals shall count as documentation of an oral reprimand having taken place.

- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct and/or discontinue workplace behavior or performance or be subject to more serious disciplinary action. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime will only be suspended as authorized by the FLSA.
- E. Reduction in Pay. A decrease in an employee's pay for cause to a lower Step within the employee's current pay range for a specified period of time. Documents related to a reduction in pay shall become a part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.
- F. Involuntary Demotion. An involuntary moving of an employee to a lower-paying classification or position for disciplinary reasons. Failure to meet the requirements of promotional (technical) probation is not considered a disciplinary demotion. Documents related to a demotion shall become a part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
- G. Termination. The discharge, for cause, of an employee at the discretion of the Agency. Documents related to a termination become a part of the employee's personnel file when the termination is final and documented in the performance evaluation.

Section 14.02. - Conduct Leading to Disciplinary Action(s)

Following are EXAMPLES of conduct which could result in disciplinary action up to and including termination. This list is not exhaustive and employees may be disciplined for other inappropriate activities or behavior:

- A. Absenteeism. Excessive unscheduled absences from the workplace.
- B. Tardiness. Arriving late for work, leaving work early without approval of the employee's supervisor, taking excessively long break periods and/or taking excessively long lunch periods.
- C. Job Abandonment as defined in Section 1.12.
- D. Violation of Agency/Division/Department Rules and/or Policies.
- E. Uninsurability. Becoming uninsurable by the standards of the Agency's automobile insurance program for any reason if insurability is an essential requirement of the employee's job.

- F. Use of Work Phone and/or personal cell phone for Personal Business. The excessive receipt or placement of non-emergency personal telephone calls during working hours.
- G. Reading Non-Work Related Material During Work Hours.
- H. Discourteous Treatment of the Public or Other Employees.
- I. Violation of Personnel Manual Provisions.
- J. Conduct Outside Working Hours. Any conduct outside of working hours that would have an adverse impact on the employee's job, would be injurious to the interests of the Agency, would be in a manner incompatible with the due and faithful discharge of the employee's duties or would be significantly prejudicial to the reputation of the Agency.
- K. Failure To Perform Job. Failure to perform assigned tasks that are within the scope of the employee's position in an effective and timely manner.
- L. Fraudulent or Dishonest Actions. Such as falsifying employment applications, timecards, production records, overtime sheets, or other work records or the practice of fraud of any type.
- M. Mishandling/Maintenance of Agency Materials or Equipment. Careless, negligent or intentional mishandling of any Agency property, vehicles, materials or equipment or failure to maintain equipment assigned to the employee for use or operation.
- N. Careless or Negligent Actions. Careless, negligent, abusive or other actions that endanger or threaten to endanger the employee or other employees or the public including placing the Agency in a position of liability for the damage or injury to another person or their property.
- O. Violation of the Provisions of the Agency's Safety Manual.
- P. Sleeping on the Job.
- Q. Illegal Strike Against the Agency. Participating in an illegal strike, work stoppage or slow down against the Agency.
- R. Violations of Laws. A violation of any municipal, county, State or Federal law by an employee while acting as an agent or employee of the Agency.
- S. Carrying a firearm or other weapon while on Agency owned or controlled property or while on duty.
- T. Willfully or negligently damaging Agency property.
- U. Criminal Conduct. The commission of a felony or a misdemeanor committed during the course of employment, which jeopardizes the Agency's property, security, or its public reputation, the interests of the other employees, or results in the employee not being available for work. Also, the commission of a felony or a

misdemeanor committed during the employee's off-duty hours which is related to the employment relationship between the Agency and the employee which significantly prejudices any one of these interests.

- V. Disruption of Agency business through willful misconduct.
- W. Altercations with a member of the public or another employee during working hours or while on Agency owned or controlled property.
- X. Action by or behavior of the employee which presents a danger to the safety or welfare of the employee, co-workers, or the public.
- Y. Sexual activity on the job.
- Z. Unauthorized release of confidential personnel or Agency information. (i.e., Unauthorized release/distribution of confidential material/data, unauthorized opening of confidential/personal material data).
- AA. Insubordination. An employee's refusal or failure to obey a directive from a designated supervisor or to comply with an established work procedure. Under certain circumstances, use of objectionable language or abusive behavior toward supervisors may be deemed insubordination when it directly challenges or undermines management's authority.
- BB. Theft or misappropriation of any property or funds of the Agency or its employees.
- CC. Possess, sell, buy, distribute, offer to possess, sell, buy, distribute, or use, or having in the employee's system, any illegal or purported to be illegal substance, alcohol, or any legal drug or substance not properly obtained by the employee while on or about Agency time and/or property. Reference Agency Policy A-63, Drug/Alcohol Free Workplace.
- DD. Horseplay or fighting during work hours on Agency owned or controlled property.

Section 14.03. - Administrative Leave

A. The Agency reserves the right to place any employee on Administrative Leave with pay pending an investigation of their acts, or failure to act, which may be grounds for disciplinary action. The placement of an employee on Administrative Leave is not a disciplinary act. The employee shall be considered as being on a paid leave of absence for purposes of pay, benefits, and seniority.

Section 14.04. - Agency Authority

- A. The Agency retains full authority for discipline and discharge. The Agency agrees that employees will only be disciplined for just cause, and that the principles of progressive discipline, where possible and reasonable, will be followed.
- B. It is understood that based on individual circumstances, and/or the nature or severity of an alleged violation, progressive discipline steps may be repeated or, in some cases, bypassed.

Section 14.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was sent electronically, via Agency e-mail or hand delivered.

Section 14.06. - Pre-Disciplinary Procedure and Disciplinary Appeal Procedure

Pre-Disciplinary Procedure:

If an employee is to be suspended for thirty-one (31) hours or more, receive a reduction in pay, be involuntarily demoted or discharged, the employee shall:

- 1. Receive written notice of the intended action at least eight (8) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
- 2. Receive copies of any materials, reports or other documents upon which the intended action is based.
- 3. Be afforded the right to respond in orally or in writing within eight (8) calendar days to the intended charges. Employee response shall be in accordance with the section below.
- 4. Be afforded the right to meet or schedule a meeting within eight (8) calendar days of notice with the Agency's Skelly meeting reviewer. The Agency's Skelly meeting reviewer will be a representative from the Agency's management team, who is reasonably impartial and uninvolved from the underlying facts and circumstances of the employee.
- 5. Be given the written decision of the Agency Skelly meeting reviewer prior to the effective date of the disciplinary action and the giving of such written decision will conclude the predisciplinary procedure. Such action may not include discipline more severe than that described in the notice of intent; however, the Agency may reduce such discipline without the issuance of a further notice of intent.

Employee Response:

A. The employee shall be entitled to respond, orally or in writing, to the notice of intended action described above. Such response must be in accordance with the steps in the predisciplinary procedure. After review of the employee's timely response, if any, the Agency shall notify the employee of any action to be taken. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a representative.

Disciplinary Appeal Procedure:

- A. Disciplinary actions of oral counseling and oral reprimands shall not be eligible for the disciplinary appeal procedure.
- B. Time limits for filing formal disciplinary appeals and their corresponding appeals, may be extended by mutual agreement of the parties. The mutual agreement of the parties shall be document in writing.

# Step 1:

- A. An employee's disciplinary appeal must be submitted to the Manager of Human Resources, or designee within eight (8) business days after the issuance of the discipline. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Management Representative, typically the Supervisor or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Management Representative, typically the Supervisor or designee. The Management Representative, typically the Supervisor or designee will give their written answer to the employee by the end of the eighth (8) business day following the presentation of the disciplinary appeal and the giving of such answer will conclude Step 1. Should the Management Representative, typically the Supervisor or designee, fail to respond within the allotted timeframe, the employee may proceed to the next step.
- C. A disciplinary appeal of a written reprimand shall not be continued beyond Step 1. However, the employee may attach a written rebuttal to the written reprimand. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management Representative, typically the Deputy Manager or designee.
- D. Disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge may waive Step 1. The disciplinary appeal to the Department Manager of Human or designee, should include the employee's preference to start at Step 1 or Step 2.

# Step 2:

- A. If the employee's disciplinary appeal is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business days period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- A. If the employee's disciplinary appeal is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Senior Leadership representative or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Senior Leadership representative or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Senior Leadership representative or designee. The Senior Leadership representative or designee will give a written answer to the employee by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 3. Should the Senior Leadership representative or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

# Step 4:

- A. If the employee's disciplinary appeal is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their disciplinary appeal to Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the General Manager, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the disciplinary appeal. Such meeting will take place within eight (8) business days from the date the disciplinary appeal is received by the Manager of Human Resources or designee. The General Manager will give a written answer to the employee, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4 and conclude the disciplinary appeal procedure.

# **ARTICLE 15 - RULE MAKING AUTHORITY**

Section 15.01. - General

The General Manager, or designated representative(s), may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this Personnel Manual and the policies of the Agency.

# **ARTICLE 16 - NOTICE**

#### Section 16.01. - General

Within ninety (90) working days of the adoption of this Personnel Manual a copy shall be presented to each Unrepresented employee of the Agency.

# **ARTICLE 17 - PURPOSE**

Section 17.01. - General

The purpose of this Personnel Manual is to provide a reference document for employees that contain the Agency's rules, regulations, benefit provisions and salary rate schedules.

# **ARTICLE 18 - TERM**

Section 18.01. - General

This Personnel Manual shall be effective until modified by the Board of Directors.

Upon ratification by the Board, all unrepresented employees on the Agency's payroll on August 1, 2021, shall receive a one-thousand-dollar (\$1,000) bonus.

CONSENT CALENDAR ITEM 1 M



Date: April 20, 2022 To: The Honorable Board of Directors Committee:

SSD

From: Shivaji Deshmukh, General Manager

Staff Contact:Shivaji Deshmukh, General ManagerSubject: Adoption of Resolution No. 2022-4-12, Approving the Personnel Manual for<br/>Executive Management Employees

# **Executive Summary:**

In 2021, the Board of Directors approved the Personnel Manual for Executive Management Employees. This Personnel Manual establishes rules, regulations, and procedures for the Executive Management Group and is effective until modified by the Board of Directors. Following the recent reorganization, the proposed modifications to the Personnel Manual for Executive Management Employees include updates to job classifications and vehicle allowance.

Upon Board approval of proposed Resolution No. 2022-4-12, the Personnel Manual will represent the terms and conditions of employment for the Executive Management Group.

# **Staff's Recommendation:**

1. Adopt Resolution No. 2022-4-12, approving the Personnel Manual for Executive Management Employees; and

2. Authorize the General Manager to execute the Personnel Manual for Executive Management Employees.

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

Fiscal Impact (explain if not budgeted):

# **Prior Board Action:**

On September 1, 2021, the Board approved the Personnel Manual for Executive Management Employees.

# **Environmental Determination:** Not Applicable

# **Business Goal:**

Workplace Environment: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

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

#### Attachments:

Attachment 1 - Background

Attachment 2 - Resolution No. 2022-4-12, approving the Personnel Manual for Executive Management Employees



# Page 1 of 1

# Background

# Subject: Changes to Personnel Manual for Executive Management Employees (2022)

#### Summary by Article

#### Preamble

• Updated the Executive Management Group classifications

#### Article 7

- Updated the classifications that receive the vehicle allowance and corresponding amounts.
   \$500 per month:
  - Assistant General Manager
  - Deputy General Manager
  - \$600 per month or as established by the Board of Directors:
    - General Manager

# **RESOLUTION NO. 2022-4-12**

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE PERSONNEL MANUAL FOR EXECUTIVE MANAGEMENT EMPLOYEES

**WHEREAS**, the representatives of the Board of Directors of the Inland Empire Utilities Agency\* have made equitable adjustments to personnel rules, regulations, and procedures; and

**WHEREAS**, the Personnel Manual prepared by said representatives has been presented to the Board of Directors for ratification.

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

<u>SECTION 1</u>. That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Personnel Manual for Executive Management Employees attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until modified by the Board of Directors.

**ADOPTED** the 20<sup>th</sup> day of April 2022.

Steven J. Elie

President of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

ATTEST:

Marco Tule

Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

\*A Municipal Water District

Resolution No. 2022-4-12 Page 2

STATE OF CALIFORNIA)COUNTY OF) SSSAN BERNARDINO)

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-12, was adopted at a regular Board Meeting on April 20, 2022, of said Agency by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

> Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

(SEAL)

\*A Municipal Water District

Exhibit 1

# THE INLAND EMPIRE UTILITIES AGENCY\*

# PERSONNEL MANUAL

# **EXECUTIVE MANAGEMENT EMPLOYEES**

**EFFECTIVE JULY 1, 2021** 

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# THE INLAND EMPIRE UTILITIES AGENCY\* PERSONNEL MANUAL

# EXECUTIVE MANAGEMENT EMPLOYEES

The Agency does hereby adopt this Personnel Manual establishing rules, regulations, procedures and establishing salary schedules for the Executive Management Group (employees) of the Agency. Provisions of the Manual do not apply to temporary or contract personnel (employees) unless specifically noted in this manual, Agency Policy or the employee's contract. This Manual does not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

- A. There are no provisions in this Personnel Manual that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this Personnel Manual unless and only to the extent that the provisions of this Personnel Manual specifically curtail or limit such rights, powers and authority.
- B. The exclusive rights of the Agency include, but are not limited to:
  - 1) Determine the mission of its constituent departments, commissions, and boards;
  - 2) Set standards of service;
  - 3) Determine the procedures and standards of selection for employment and promotion;
  - 4) Direct its employees;
  - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
  - 6) Maintain efficiency of government operations;
  - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
  - 8) Determine the content of job classifications;
  - 9) Take all necessary actions to carry out its missions in emergencies;
  - 10) Exercise complete control, direction and discretion over its organization and the technology of performing its work;
  - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause;
  - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and required compliance herewith;
  - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
  - 14) Enforce other management rights secured by the Inland Empire Utilities Agency Employer-Employee Relations Resolution.
- C. The Executive Management Group includes the following classifications, as well as those which may be added from time to time:

Assistant General Manager Deputy General Manager General Manger

# **ARTICLE 1 - DEFINITIONS**

Section 1.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

Section 1.02. - Appointment

The act of filling a vacant position with a person who has met the minimum qualifications for the position.

Section 1.03. - Anniversary Year

The year (365 calendar days) following the date of employment with the Agency and each successive year thereafter.

Section 1.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and salary.

#### Section 1.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence, provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

- A. Break in Continuous Regular Employment
  - 1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of an authorized period of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began. 2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of an authorized period of absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its Allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is preapproved by the Agency.

Section 1.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis. All employees in the Executive Management Group are designated as exempt employees.

Section 1.07. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 1.08. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor), and Child (biological/adopted/foster/step child, a legal ward, or a child of a person standing in loco parentis who is under age 18), Grandparent, Brother, and Sister.
- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

Section 1.09. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

# Section 1.10. - Job Abandonment

An employee who does not report or call-in to work as scheduled for two (2) or more consecutive workdays, and has not been excused for vacation, sick leave or a leave of absence with or without pay, shall be considered as having abandoned their job.

Section 1.11. - Personnel Officer

The General Manager, or designated representative(s) of the Agency, or anyone the General Manager or the Agency Board of Directors may appoint to act on its behalf.

#### Section 1.12. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

Section 1.13. - Promotion

The movement of an employee from one classification to another classification having a higher maximum base rate of pay.

Section 1.14. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or salary range.

Section 1.15. - Reinstatement

The restoration, without competitive examination, of an employee to a classification in which the employee formerly served.

Section 1.16. - Resignation

The termination, at the election of the employee, of employment with the Agency.

Section 1.17. - Step Advancement

A salary increase, based on Meets Expectations or better employee performance, which is within the limits of a pay range established for a classification.

Section 1.18. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

Section 1.19. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum salary, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

#### Section 1.20. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

Section 1.21. - Work Period

# A. Standard Work Period

The standard work period consists of a two-week period consisting of eighty (80) hours worked over fourteen (14) days. The work period commences at 12:00 A.M. on Sunday and concludes at midnight on Saturday of the second week.

The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies which are inherent in the Agency's responsibilities.

Where reasonably possible, at least one member of the Executive Management Group shall be available every Friday that the Agency is normally closed for business.

B. Alternative Work Schedule

Any schedule other than a standard workweek as defined in paragraph "A" of this section.

# **ARTICLE 2 - GENERAL PROVISIONS**

Section 2.01. - Equal Employment Opportunity

The Agency provides equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status.

# Section 2.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or coworker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Section 2.03. - Compliance With Law

The Agency's Board of Directors and employees shall take no actions relative to personnel or labor relations matters that conflict with or attempt to circumvent applicable State or Federal Laws.

Section 2.04. - Amendment of Personnel Manual

This Personnel Manual may be amended by the Agency Board of Directors, at its discretion.

# **ARTICLE 3 - FILLING OF VACANCIES**

Section 3.01. - General

Vacancies may be filled by appointment, transfer, demotion, promotion and/or by the use of a temporary employee, as deemed in the best interest of the Agency by the Board of Directors and/or the General Manager, or designated representative(s).

Section 3.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's Executive Management Group, the Board of Directors or General Manager shall decide by what manner the vacancy is to be filled.

# **ARTICLE 4 - APPLICATION PROCESS FOR NEW APPLICANTS**

Section 4.01. - Application Forms

Employment applications shall be made on forms approved by the General Manager, or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references, and other information related to the job for which a person is applying. All applications shall be signed and dated by the applicant under a penalty of perjury. Any falsification of information on an application form may disqualify an applicant for the position they are applying for.

Section 4.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which may include drug and/or alcohol screening performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during their employment with the Agency. The expense involved in such an examination shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

# Section 4.03. - Employment Tests

Applicants for all positions shall be subject to oral, written and/or performance tests. Only applicants who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

# Section 4.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the Board of Directors, the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the Board of Directors, the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 2.01 of this Personnel Manual for those items which shall not be adjudged pertinent.

# Section 4.05. - Rejection of Applicant

The Board of Directors, the General Manager, or designated representative(s), may reject an application, or, after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/psychological evidence, including, but not limited to, impairment caused by current illegal use of drugs; or current abuse of alcohol;
- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found to be uninsurable under the Agency's insurance program;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;

- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months, if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;
- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position including a prior discharge from the Agency.

Section 4.06. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions) and any other information necessary to evaluate an applicant's qualifications for the position.

# **ARTICLE 5 - PERSONNEL RECORDS**

Section 5.01. - General

- A. Personnel records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature.
- B. The contents of any personnel file or record shall only be released to the employee, the employee's designee, upon written authorization of the employee, upon court order, on a need-to-know basis to the respective supervisor/manager, or legal representatives of the Agency relative to personnel actions and only with approval of the Manager of Human Resources or designated representative(s).
- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
  - 1) Application Form
  - 2) Employment Record
  - 3) Periodic Performance appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with the Agency's records retention schedule, and in a confidential manner.

- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his or her file in the Human Resources Department during the department's normal working hours to assure said personnel file is current and complete.
- F. Employees must provide the Agency with a current address and phone number.

# **ARTICLE 6 - CLASSIFICATION, COMPENSATION AND PAY PERIOD**

Section 6.01. - Classification/Compensation Plan

In addition to this Personnel Manual, the General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) step compensation plan for the Executive Management Group to include salary and/or hourly rate schedules for all classifications within the group.
- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principle duties, responsibilities, and minimum qualifications required of each classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

#### Section 6.02. - Classification Revision and Reclassification

The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the Board of Directors, the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the General Manager, when there is a change in the duties and responsibilities of the position or other sufficient cause.

#### Section 6.03. - New Positions

Any new position and/or classification that is established shall comply with this Personnel Manual and shall be allocated to the Executive Management classification and compensation plan by the General Manager.

#### Section 6.04. - Compensation

Employees assigned to positions in the Executive Management Group shall be compensated within the parameters of the Agency's adopted classification and compensation plan unless otherwise approved by the General Manager, or designated representative(s) and administered by the General Manager, or designated representative(s).

# Section 6.05. - Salaries

- A. Effective July 1, 2021, the Agency shall implement a 3.0% base salary increase for FY 2021-2022.
- B. Effective July 1, 2022, the Agency shall implement a 3.0% base salary increase for FY 2022-2023.
- C. Effective July 1, 2023, the Agency shall implement a 3.0% base salary increase for FY 2023-2024.
- D. Only those persons who are Agency employees and working for the Agency on the date this Personnel Manual is approved by the Board of Directors or on the date the base salary increase is actually implemented, whichever is later, are entitled to the base salary increases set forth above.
- E. All base salary increases provided for in this Personnel Manual shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

\*2021 Salary increases identified in Section 6.05 A shall be retroactive to July 1, 2021.

Section 6.06. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within the Executive Management Group. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Hourly and/or Salary Rate Schedules" which shall be made a part of this Personnel Manual.

Section 6.07. - Adoption of Compensation Plan

The nine (9) step compensation plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s). Such Compensation Plan may be amended or revised at the discretion of the Board of Directors.

Section 6.08. - Salary Adjustments and Step Advancements

The procedures for step advancements within each salary range are set forth as follows:

A. New employees shall be hired at a rate of compensation within the salary range for their classification, as approved by the General Manager.

- B. Approval for advancement shall be based upon merit. Step advancements within each salary range shall be in increments of approximately 2.50%.
- C. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.
- Section 6.09. Step Advancement/Performance
  - A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The General Manager shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
  - B. Employees who receive an overall performance of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of their salary range. Employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase.
  - C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
  - D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
  - E. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 6.09.G).
  - F. In addition to any step advancement, executive management employees may receive a performance award (paid in one lump sum payment during pay period twenty-two [22]) of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. All Management Performance Awards shall be awarded at the sole discretion of the General Manager. Performance Awards for the General Manager shall only be awarded by the Board of Directors. This Performance Award will be awarded to only those Executive Management employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees

hired, promoted or reclassified after the beginning of a fiscal year shall be prorated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.

- G. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2). If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

#### Section 6.10. - Denial of Step Advancement/Performance

An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.

Section 6.11. - Authority of the General Manager

The General Manager is hereby authorized to employ personnel to fill openings by the Board of Directors within the Executive Management Group classifications. The General Manager is further empowered to promote, demote or transfer employees from one position to another and from one classification to another, or under-fill a position, provided there is a vacancy in a classification allocated by the Board of Directors or established by the General Manager. Additionally, he/she is authorized to establish new classifications provided that the number of authorized positions does not exceed the number of positions authorized by the Board of Directors.

#### Section 6.12. - Acting Pay

An employee who is designated by the General Manager as "acting" shall receive a minimum increase of 5% more than their current rate of pay, or shall be placed on Step 1 of the range established for the acting position, whichever is higher; however, the employee's rate shall not exceed Step 9 of the range established for the acting position at any time. An employee shall receive acting pay until officially released of those duties with the following conditions:

A. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the Agency will follow the law and limit the acting assignment to no more than 960 hours. To the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay and California Government Code § 20480.

- B. Acting pay will be effective at the beginning of the first pay period following the Acting designation.
- C. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the necessary forms shall be completed to document such increase, and such increase shall be implemented upon conclusion of the acting status. Accordingly, the employee shall receive a corresponding increase in acting pay. The employee's merit review date shall not be affected by acting status.

Section 6.13. - Pay Periods

All employees of the Agency shall be paid biweekly. Payroll shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the preceding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on the Friday.

Section 6.14. - Fair Labor Standards Act

Executive Management employees will not have their pay docked or reduced in any manner that would be inconsistent with the salary test of the Fair Labor Standards Act (FLSA).

Section 6.15. - Direct Deposit

All Executive Management employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/termination) payrolls.

#### **ARTICLE 7 - BENEFITS**

Section 7.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CalPERS or \$143.00, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and their eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$143.00 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2021 \$143.00

PEMHCA minimum monthly contribution effective 2022 \$149.00

B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$143.00 whichever is greater.

Employee +1 \$1,369.00 effective January 1, 2021 through December 31, 2021July

Employee Family \$1641.00 effective January 1, 2021 through December 31, 2021

- Employee Only and Opt-Outs: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution effective January 1, 2021 through December 31, 2021 shall be \$1,053.00 minus the PEMHCA contribution under Section A above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself and their eligible dependent(s), or is able to show proof that he/she obtains and maintains health insurance through another source for him/herself and their eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.20, the employee shall not receive this allotment.
- 2) Effective January 1, 2021, and on January 1<sup>st</sup> of every calendar year thereafter, during the duration of this MOU, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of December 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this MOU. Any increase in the monthly contributions based upon the "blended rate" shall be capped at 6.5% per calendar year. If the "blended rate" percentage decreases, the then-current medical cap will remain unchanged.
- 3) Effective July 1, 2022, the additional benefit for Employee +1 and Employee Family in Section 7.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 7.01.B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2023, the additional benefit for Employee +1 and Employee Family in Section 7.01.B and the monthly contribution for

Employee Only and Opt-Outs in Section 7.01.B.1 shall increase by twenty-five dollars (\$25).

- 5) Should an employee's work hours be reduced by 25% or more of their normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of their health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of the additional benefit.
- 6) Except as provided for in Section 7.01.B.2, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of their health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 7) Effective July 1, 2013, an Agency-paid life insurance policy is provided to each Executive Management employee up to 1x the annual salary to a maximum of \$300,000 subject to approval of Evidence of Insurability. \$100,000 is guaranteed issue and any amount above will require approval of Evidence of Insurability.
- 8) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 9) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this Personnel Manual.
- 10) Employee +1 and Employee & Family: If the cost of the combined premiums for health, dental, vision, and life insurance (including dependent coverage) is less than the monthly contribution, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for themself including their eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.20, the employee shall not receive this allotment.
- C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for contracting agencies by CalPERS or \$143.00, whichever is greater, plus

administrative costs towards the cost of premiums for health insurance under the CaIPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each annuitant who retired from the Agency through CaIPERS and who enrolls in a CaIPERS health plan as a retiree. The contribution shall be adjusted annually by CaIPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CaIPERS.

PEMHCA minimum monthly contribution effective 2021 \$143.00

PEMHCA minimum monthly contribution effective 2022 \$149.00

- 1) Payment for the retiree health insurance benefit of \$143.00 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CaIPERS for the benefit of the retiree each month.
- 2) Only Executive Management employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of their choice without any loss in benefit. If the retiree so chooses to purchase their health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for their benefit via direct deposit to the retiree's (or surviving spouse's) bank account up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.
- D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$143.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

| Hire Date              | Benefit Level                            | Minimum Years<br>of Agency<br>Service | Benefit                              |
|------------------------|------------------------------------------|---------------------------------------|--------------------------------------|
| Before<br>Jan. 1, 1992 | Employee and/or<br>eligible dependent(s) | 20                                    | 50% of<br>applicable<br>Kaiser Rate* |
| After<br>Dec. 31, 1991 | Employee only or surviving spouse        | 12                                    | 50% of<br>applicable<br>Kaiser Rate* |

\*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administration costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS medical plan or not. The retiree will be reimbursed on a monthly basis for their retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity

benefits.

#### Section 7.02. - Retirement Plan

- A. Each employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and subject to such terms and conditions as the Agency, in its sole discretion, may contract with that system.
- B. All PERS member contributions shall be fully paid by employees and deducted on a pre-tax basis. Said contribution shall not be considered special compensation for calculation of the employee's retirement benefits.
- C. Employees hired after January 1, 2013, and defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7522, *et. seq.*, will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS.
- D. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- E. The Agency contracts with CalPERS for the One (1) Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution No. 2009-4-2 which allows employees who make payments by payroll deduction for CaIPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan shall pay the full 8% Employer Paid Member Contribution (EPMC).
- I. The Agency contracts with CalPERS a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than 6 months gap in service, i.e. "classic members" pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula

(Section 21354) with three year final compensation. Employees in this plan shall pay the full 7% EPMC.

Section 7.03. - Long-Term Disability

All regular employees of the Agency are covered under an Agency provided long-term disability plan with the following elements:

- A. Three hundred sixty-five (365) day elimination period.
- B. Sixty percent (60%) of your monthly salary up to \$6,000.
- C. The maximum benefit period is determined by the employee's age when disability begins.
   The choice of carrier and other plan elements rests solely with the Agency. The Agency may elect to self-insure the plan.
- Section 7.04. State Disability Insurance Programs
  - A. State Disability Insurance (SDI) Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance fund.
  - B. Paid Family Leave Program (PFL) All California workers who are covered by the State Disability Insurance (SDI) program will also be covered for Paid Family Leave (PFL). The PFL program provides a maximum of eight (8) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 7.05. – Professional Development Stipend

- A. Employees shall be entitled to a professional development stipend of one thousand dollars (\$1000) per calendar year. The professional development stipend shall be paid every twenty-fifth (25th) pay period.
- B. The professional development stipend shall replace the following incentive programs:
  - 1. All certification and licensing payments and reimbursements found in Agency Policy A-70 Certification or Licensing
  - 2. All professional memberships payments and reimbursements
  - 3. All other certification or license incentive pay, voluntary or required
- C. Employees who are currently receiving more than \$1,000 per year, shall have grandfather rights to the Certification Incentive Payment amount that they are eligible for during July 2021, to be paid as a yearly stipend. The stipend shall be paid every twenty-fifth (25th) pay period. However, unit members shall not be eligible for any reimbursements. The Agency will establish a list of employees who will be participating in the grandfathering in

agreement. The look back period for grandfathering rights will be July 2019 through June 2021. Proof of certificates or licensing shall be due on or before the 21st pay period of the year. Should an employee who has grandfather rights fail to maintain their certificate or license, they shall no longer be eligible for the grandfather rights and will be transitioned to the \$1,000 Professional Development Stipend.

D. Employees shall no longer be eligible for Agency Policy A-70 Certification or Licensing. This language is meant to supersede all Personnel Manual language adopted before June 30, 2021 as well as applicable Agency policy.

Section 7.06. - Vehicle Allowance.

Members of the Executive Management Group shall receive a vehicle allowance as follows:

- a. \$500 per month:
  - 1) Assistant General Manager
  - 2) Deputy General Manager
- b. \$600 per month or as established by the Board of Directors:
  - 1) General Manager

At the beginning of each fiscal year, employees will have the option to elect a monthly car allowance or be reimbursed for mileage based on the use of their personal vehicle to conduct Agency business.

Section 7.07. - Education Reimbursement

The Agency shall reimburse each Executive Management employee up to five thousand two hundred fifty dollars (\$5,250) or up to the Internal Revenue Service limit, whichever is higher, per fiscal year for the cost of educational expenses that are related to the employee's work at the Agency. The employee maybe reimbursed for up to six units per semester/quarter.

Section 7.08. - Degree Incentive

The Agency shall provide a one-time payment of \$175 for unit employees who successfully earn an associates degree.

The Agency shall provide a one-time payment of \$300 for unit employees who earn a bachelor's degree.

The Agency shall provide a one-time payment of \$300 for unit employees who earn a master's degree.

Payments are not retroactive and shall apply only to degrees earned during the duration of the Personnel Manual.

Section 7.09. - Cellular Telephone Usage

Executive Management employees may receive an Agency provided cellular telephone in accordance with Agency Policy A-73.

Section 7.10. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

Section 7.11. - Deferred Compensation

- A. Unit members may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

Section 7.12. – Wellness Stipend

- A. Employees shall be entitled to a wellness stipend of five hundred dollars (\$500) per calendar year. The wellness stipend shall be paid every twenty-fifth (25th) pay period.
- B. Employees shall no longer be eligible for Agency Policy A-78 Wellness Program. This is meant to supersede Personnel Manual language adopted before June 30, 2021, as well as applicable Agency policy.

#### ARTICLE 8 - PERFORMANCE APPRAISALS

Section 8.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by their supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.
- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All employees shall have a performance appraisal review at least once a year to review the employee's performance during the fiscal year. The review is to be conducted by no later than September 15<sup>th</sup> following the end of the fiscal year

being reviewed.

Section 8.02. - Duty of the General Manager

It is the duty of the General Manager to evaluate the work accomplishments and conduct of employees, to inform employees of their appraisals in writing, and to provide positive assistance to employees in improving work effectiveness.

Section 8.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct, and to strive to improve work effectiveness.

Section 8.04. - Demotions

- A. If, in the opinion of the General Manager, the employee is unable to perform duties and responsibilities which are within the requirements of their position, the employee may be demoted by the General Manager. When demoted, the employee's salary shall be adjusted to the salary range of their new position. Salary range placement shall take into consideration the employee's previous salary and may include the option of Y-rating the employee's salary.
- B. If an employee's classification or position is to be eliminated, in accordance with the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.
- C. Any demotion to prevent layoff may be reversed when the employee's previous position is reopened. In the case of preventing a layoff, the employee being demoted will accept the pay rate of the new position.
- D. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

Section 8.05. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The General Manager shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no

instance shall the advancement place the employee higher than Step 9 of their salary range. Employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase.

- E. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 6.09.G).
- H. In addition to any step advancement, executive management employees may receive a performance award (paid in one lump sum payment during pay period twenty-two [22]) of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. All Management Performance Awards shall be awarded at the sole discretion of the General Manager. Performance Awards for the General Manager shall only be awarded by the Board of Directors. This Performance Award will be awarded to only those Executive Management employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be prorated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.
- I. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2). If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 8.06. - Denial of Step Advancement/Performance

An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.

#### **ARTICLE 9 - LEAVES OF ABSENCE**

#### Section 9.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the General Manager in writing before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). If the leave is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis. The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

Section 9.02. - Leave of Absence With Pay

- A. The General Manager may authorize leave to an employee. This includes granting executive, vacation, sick, bereavement, court, or floating holiday within the terms of this Personnel Manual.
- B. The authority for granting paid or non-routine leaves with pay is at the sole discretion of the General Manager.

Section 9.03. - Leave of Absence Without Pay

- A. The General Manager shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise. In special cases, the General Manager may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used.
- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e., until return to work on "active" status, or until a terminating event; i.e., permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).
- F. If the leave is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

Section 9.04. - Holidays

Subject to the conditions specified in this section and for the purposes of holiday compensation, a day shall equal the number of hours that the employee normally would have worked if not for the holiday, the Agency designates the following days as holidays:

| <u>Holiday</u>     | Date                     | <u>Duration</u> |
|--------------------|--------------------------|-----------------|
| New Year's Day     | January 1st              | 1 day           |
| Presidents' Day    | 3rd Monday in Feb.       | 1 day           |
| Memorial Day       | Last Monday in May       | 1 day           |
| Independence Day   | July 4th                 | 1 day           |
| Labor Day          | 1st Monday in Sept.      | 1 day           |
| Thanksgiving Day & |                          |                 |
| Day After          | 4th Thursday in Nov.     | 2 days          |
| Christmas Day &    |                          |                 |
| Day After          | December 25th & 26th     | 2 days          |
| Floating Holidays  | At the employee's choice | 6 days per FY   |

- A. If the holiday should fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on Sunday, the holiday will be observed on the following Monday. If Christmas falls on Friday, the day after Christmas shall be observed on the following Monday. If Christmas falls on Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas day and the day after shall be observed on the following Monday and Tuesday.
- B. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of appointees whose first day of work would have fallen on the holiday.
- C. An employee whose regularly scheduled flex day off falls on an Agency recognized holiday and does not work due to the holiday may either receive compensation equal to the number of hours worked on the day immediately preceding the holiday at straight time or vacation accrual, at the employee's option.
- D. Floating holidays will be credited to each Executive Management employee on the on July 1 and must be used by June 30 of the following year. Any remaining time will be forfeited. Prior approval to take floating holidays must be obtained from the General Manager. In cases where an employee must forfeit their floating holidays at the request of the Agency, the employee shall be compensated for their unused portion at their current rate of pay at the end of the pay period corresponding with the last pay date in June. The amount of floating holidays credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. If he/she gives the Agency 30+ days advance notice of separation,

Unused floating holidays shall be paid out upon separation from employment.

Section 9.05. - Executive Leave

- A. During pay period fourteen (14), employees shall be credited with six (6) days, of executive leave to be taken at the request of the individual with approval by the General Manager. It is recommended that executive leave be used within twelve (12) months of when it is credited, but any unused leave can be carried over from year to year with no maximum number of hours that may be accrued.
- B. Employees who leave Agency employment shall be compensated for all executive leave accrued but not yet taken. Compensation shall be at the employee's rate of pay at the time of separation.

Section 9.06. - Vacation Leave

All employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. Vacation leave is computed and administered as follows:

A. All employees shall be entitled to accrue vacation leave with pay as follows or as negotiated with the General Manager or as provided for by contract:

| Continuous Months<br>of Service | Continuous Years<br>of Service | Hours Accued per Pay Period | Hours Accrued per Year | Maximum<br>Accrual |
|---------------------------------|--------------------------------|-----------------------------|------------------------|--------------------|
| 0-84                            | 0-7                            | 4.615                       | 120                    | 384                |
| 85-120                          | 8-10                           | 6.461                       | 168                    | 500                |
| 121-228                         | 11-18                          | 7.692                       | 200                    | 650                |
| 229 and thereafter              | 19+                            | 9.231                       | 240                    | 650                |

- B. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to twenty (20) working days.
- C. Vacation leave periods which exceed the limits specified in Paragraph C above, must be approved in writing by the General Manager and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager.
- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- F. In cases where an employee forfeits vacation leave time at the request of the Agency, said employee shall be compensated for forfeited vacation leave time at

the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

- G. Employees who are on vacation leave shall be compensated at their current rate of pay.
- H. Vacation leave shall be approved by the General Manager. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.
- I. Employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's rate of pay at the time of termination.
- J. An employee who is on a leave of absence without pay or in an unpaid status as defined in Section 1.20 shall not accrue vacation leave.

Vacation Leave Cash Out. During March and September of each year, or as approved by the General Manager, an employee may, at their option, request to convert up to a maximum of seventy percent (70%) of their respective annual vacation leave accrual to receive a cash payment at their current rate of pay, provided that he/she has used at least thirty percent (30%) of their respective annual vacation leave accrual during the previous twenty-six (26) pay periods.

| Accrual rate as<br>of PP04 | Hours Accrued per Year | Minimum Hours<br>Used (30%) | Maximum Hours<br>Cash-Out (70%) |
|----------------------------|------------------------|-----------------------------|---------------------------------|
| 4.615                      | 120                    | 36                          | 84                              |
| 6.461                      | 168                    | 50                          | 118                             |
| 7.692                      | 200                    | 60                          | 140                             |
| 9.231                      | 240                    | 72                          | 168                             |

- 1) It is the employee's responsibility to track their own accruals and make a written request for said conversion by the conclusion of the last pay period in March. A payroll stuffer will be sent out to all employees during the last pay period in February reminding employees of this option.
- 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April and/or September or as approved by the General Manager. Qualification for vacation leave cash out shall be based on:

| Year | Accrual Rate as of: | Usage Timeframe       | Cash-Out<br>Pay Date               |
|------|---------------------|-----------------------|------------------------------------|
| 2022 | February 19, 2022   | 2/21/2021 - 2/19/2022 | April 8, and /or September 9, 2022 |
| 2023 | February 18, 2023   | 2/20/2022 - 2/18/2023 | April 7, and /or September 8, 2023 |
| 2024 | February 17, 2024   | 2/19/2023 - 2/17/2024 | April 5, and /or September 6, 2024 |

3) Cashing out any vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period corresponding with the last pay date in February.

Section 9.07. - Sick Leave

All employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued.

Paid sick leave allows the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides paid sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. It is your responsibility to establish legitimate illness or injury to receive sick leave pay. This leave time is computed as follows:

- A. All employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Employees shall be permitted to expend accrued sick leave time for the following reasons:
  - 1) Employee is suffering illness or injury.
  - 2) Employee is placed on quarantine due to exposure to contagious disease.
  - 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
  - 4) Illness or injury in the employee's immediate family (see Section 1.08.A).
  - 5) Up to ten (10) working days of sick leave may be used for bereavement purposes.
  - 6) Special cases require approval of the General Manager.
- C. An employee who is ill or injured may be required to take sick leave if, in the opinion of the General Manager, the employee or co-workers are being exposed to

the hazard of illness or injury.

- D. Any employee who needs to take advantage of sick leave benefits shall notify his/ her supervisor prior to or at the start of the employee's work shift on each day when such benefits are desired, unless he/she has submitted a physician's off work order or have made prior arrangements with their immediate supervisor.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.
- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick or injury leave benefits, including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are five (5) or more consecutive days in duration must be accompanied with a fitness for duty verification, dentist or other involved medical practitioner. If reasonable cause exists, the Agency may require verification from the employee's medical practitioner for absences of less than five (5) days.
- G. All employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals may be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 9.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave, vacation leave, floating holiday and executive leave.

- I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.
- J. Employees who resign or are laid off from Agency employment after being employed by the Agency for five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

| COMPLETED<br>YEARS OF<br><u>SERVICE</u> | MAXIMUM<br>REIMBURSABLE<br>HOURS ACCRUABLE | PERCENT<br><u>PAYABLE</u> |
|-----------------------------------------|--------------------------------------------|---------------------------|
| 5                                       | 320                                        | 50%                       |
| 6                                       | 360                                        | 50%                       |
| 7                                       | 400                                        | 50%                       |
| 8                                       | 440                                        | 50%                       |

| 9               | 480 | 50%  |
|-----------------|-----|------|
| 10              | 544 | 50%  |
| 11              | 608 | 50%  |
| 12              | 672 | 50%  |
| 13 & 14         | 736 | 50%  |
| 15 through 19   | 800 | 50%  |
| 20 & thereafter | 850 | 100% |

Employees who are terminated from the Agency for cause, or who resign/retire in lieu of termination (must have been served with letter, from the Agency, of intention to terminate employment) shall not receive this benefit.

K. When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, **AND** retires from the Agency and the California Public Employee's Retirement System (CalPERS), the employee shall be compensated for accumulated, unused sick leave based on the years of service as indicated below.

| MAXIMUM<br>REIMBURSABLE<br><u>HOURS ACCRUABLE</u> | PERCENT<br><u>PAYABLE</u>                                                                                    |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 320                                               | 50%                                                                                                          |
| 360                                               | 50%                                                                                                          |
| 400                                               | 50%                                                                                                          |
| 440                                               | 50%                                                                                                          |
| 480                                               | 75%                                                                                                          |
| 544                                               | 100%                                                                                                         |
| 608                                               | 100%                                                                                                         |
| 672                                               | 100%                                                                                                         |
| 736                                               | 100%                                                                                                         |
| 800                                               | 100%                                                                                                         |
| 850                                               | 100%                                                                                                         |
|                                                   | REIMBURSABLE<br>HOURS ACCRUABLE<br>320<br>360<br>400<br>440<br>440<br>480<br>544<br>608<br>672<br>736<br>800 |

- L. An employee who is on unpaid status as defined in Section 1.20 shall not accrue sick leave.
- M. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify as "bonding" leave under the Family Medical Leave Act and/or the California Family Rights Act. Only employees eligible for "bonding" leave under these laws may utilize up to 80 hours of sick leave for such absences.

#### Section 9.08. - Sick Leave Buy Back

Each November, an employee may, at their option, convert up to a maximum of ninetysix (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at their current rate of pay; provided that at least four hundred-eighty (480) hours of accrued sick leave remains on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1 1/3 hours.

| Year | Accrued Hours<br>as of: | Request for Buy Back<br>Deadline | Buy Back<br>Pay Date |
|------|-------------------------|----------------------------------|----------------------|
| 2022 | October 16, 2021        | November 12, 2021                | December 3, 2021     |
| 2023 | October 15, 2022        | November 11, 2022                | December 2, 2022     |
| 2024 | October 14, 2023        | November 10, 2023                | December 1, 2023     |

- A. Payment will be made to qualified employees on a separate check from payroll on the first pay date in December.
- B. To receive payment for the buyback of sick leave the individual must be a current employee on the day actual payment is made.

Section 9.09. - Bereavement Leave

- A. In the event of a death in the employee's immediate or extended family (Section 1.08.A and Section 1.08.B), the employee shall be granted up to five (5) workdays of paid bereavement leave.
- B. In the event of a death in the employee's extended family (Section 1.08.B), the employee shall be granted up to three (3) workdays of paid bereavement leave to attend funeral or related services.
- C. Members of the Executive Management Group may also be excused by the General Manager to attend the funeral of a deceased Agency employee who was an active employee at the time of death without loss of pay or leave accrual.
- D. Vacation time can be used to attend the funeral of a person not included in the definition of immediate/extended family (see Section 1.08) or a former Agency employee
- E. All authorized bereavement leave shall be charged against the Agency's bereavement bank.

Section 9.10. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

Section 9.11. - Jury and Court Leave

A. Jury Leave - Any Executive Management employee who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in

court as a result of such a call. Any employee on such a call will continue to receive normal salary for a maximum of one hundred (100) work hours, in any one calendar year provided any and all consideration (except mileage) received for such service is relinquished to the Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day. Under special circumstances the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

B. Court Leave - Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

#### Section 9.12. - Military Leave

- A. Military leave is a temporary leave of absence for ordered military training, or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.
- B. The Agency shall comply with all federal and state laws relative to military leaves.
- C. An employee requesting military leave shall promptly provide the departed head with a copy of the military orders specifying dates, site and purpose of the activity or mission.
- D. Within the limits of such orders, the General Manager or designated representative(s) may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Section 9.13. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy/childbirth leaves.

Any employee, who plans to take a leave of absence pursuant to this section, shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.

If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated. Section 9.14. - Longevity Leave

Employees shall receive the following paid leave hours on the employees' designated

anniversary dates:

| Year of Service | Hours of Leave |
|-----------------|----------------|
| 10              | 40             |
| 15              | 60             |
| 20              | 80             |
| 25              | 100            |
| 30              | 100            |
| 35              | 100            |

Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

#### Section 9.15. - Leave of Absence to Vote

Members of the Executive Management Group who are registered voters may claim necessary time off to vote at elections as follows:

If a member of the Executive Management Group does not have sufficient time outside of working hours (due to Agency requirements) to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

#### Section 9.16. - Payment of Accrued Leave

Upon the death of an active member of the Executive Management Group, all wages earned in addition to all accrued vacation leave, sick leave and/or executive leave shall be paid in accordance with the guidelines set forth in this Personnel Manual which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary if designated, or if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none,
- B. Child(ren); or, if none,
- C. Employee's estate.

#### **ARTICLE 10 - SEPARATION FROM SERVICE**

#### Section 10.01. - At-Will

The employment status of all Executive Managers shall be "at-will". Such employees may be terminated with or without cause and with or without notice at any time at the option of the Agency except as otherwise provided by law. Said employees shall not be entitled to any progressive disciplinary rights.

#### Section 10.02. - Separation From Service

Any Executive Manager of the Agency may be laid off at any time and for any reason in the best interest of the Agency. Executive Management employees being separated shall receive severance package as provided for in the Agency's Ordinance or Resolution Establishing the Employment Status of Designated Classifications, or employment contract in effect at the time of employment. Any severance pay shall be paid at the employee's current rate of pay.

#### Section 10.03. - Resignation

An employee who wishes to leave the Agency's employment in good standing should file a written resignation with the General Manager (GM) at least two (2) weeks prior to the date of resignation.

#### **ARTICLE 11 - EMPLOYEE CONDUCT**

Section 11.01. - Peaceful Performance of Duties

Members of the Executive Management Group may only participate in labor actions as provided for under State and/or Federal law or as provided for by a court of competent jurisdiction.

#### Section 11.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, agency, individual or employer which the Agency normally deals with or provides services to.

#### Section 11.03. - Outside Employment

Members of the Executive Management Group may not engage in any private business or undertaking concurrently with their public service which the attention to affects the time or quality of their work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in advance and in writing by the General Manager.

#### Section 11.04. - Personal Conduct

All members of the Executive Management Group are required at all times to conduct themselves in such a manner as to reflect no discredit upon the Inland Empire Utilities Agency.

#### Section 11.05. - Financial Affairs

All members of the Executive Management Group shall be required to conduct their personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

#### Section 11.06. - Employees Acting as Agents of the Agency

Agency employees, except as listed below, may not under any circumstances, obligate Agency funds. Contracts, purchase orders, leases, rental agreements, change orders, or any other legal document committing the Agency shall only be executed by authorized Agency staff. This includes verbal commitments and/or requests for suppliers to provide materials or services.

In accordance with the Agency's Procurement Ordinance, only the General Manager, or designated representative, are authorized to contractually obligate or commit the Agency.

Employees effecting any procurement commitment(s), without the prior approval from the Manager of Contracts & Procurement may, at the discretion of the General Manager, be held personally liable for any expenses or responsibilities incurred due to the action of that employee.

#### **ARTICLE 12 - RULE MAKING AUTHORITY**

Section 12.01. - General

The General Manager may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this Personnel Manual and the policies of the Agency.

#### **ARTICLE 13 - NOTICE**

Section 13.01. - General

Within ninety (90) working days of the adoption of this Personnel Manual, a copy shall be presented to each Executive Management employee of the Agency and to each newly hired Executive Management employee at the time of appointment.

#### **ARTICLE 14 - PURPOSE**

Section 14.01. - General

The purpose of this Personnel Manual is to provide a reference document for the employees in the Executive Management group that contains the Agency's rules and regulations and benefit provisions.

#### **ARTICLE 15 - TERM**

Section 15.01. - General

This Personnel Manual shall be effective until modified by the Board of Directors.

\*A Municipal Water District

ACTION ITEM





**Date:** April 20, 2022 **To:** The Honorable Board of Directors **Committee:** 

From: Shivaji Deshmukh, General Manager

SSD

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Adoption of Resolution No. 2022-4-10, Authorizing the Amendment of a WIFIA Loan Agreement

#### **Executive Summary:**

On May 20, 2020, the Board approved the loan agreement of a U.S. Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan for the Regional Plant No. 5 Expansion Project (RP-5 Project) for a maximum of 49 percent of eligible project costs, not to exceed \$225,000,000. On March 16, 2022, the Board approved a second WIFIA loan to finance 49 percent of IEUA's Regional Wastewater System Improvements Program (Regional Program) for a not-to-exceed amount of \$120,000,000.

During the negotiation of the second WIFIA loan, IEUA's bond counsel recognized language within the RP-5 Project agreement that was inconsistent with language in the Regional Program agreement. This amendment, which clarifies that a failure to make a debt service payment within 30 days does not warrant termination of the agreement, ensures that the language in both WIFIA contracts is consistent and safeguard the Agency.

Further, this amendment resolution allows for future non-substantive amendments to be executed by the General Manager without a Board resolution, similar to other funding agreemen

#### **Staff's Recommendation:**

- 1. Adopt Resolution No. 2022-4-10, authorizing the WIFIA Loan Amendment; and
- 2. Authorize the General Manager to execute such amendments, subject to non-substantive changes.

**Budget Impact** Budgeted (Y/N): N Amendment (Y/N): N Amount for Requested Approval: Account/Project Name: Not applicable.

Project No .:

*Fiscal Impact (explain if not budgeted):* None.

#### **Prior Board Action:**

On May 20, 2020, the Board of Directors approved Resolution 2020-5-2, authorizing the execution of IEUA's RP-5 Expansion Construction WIFIA loan for a not-to-exceed amount of \$225,000,000.

On March 16, 2022, the Board of Directors approved Resolution 2022-3-3, authorizing the execution of IEUA's Regional Wastewater System Improvements WIFIA loan for a not-to-exceed amount of \$120,000,000.

#### **Environmental Determination:**

Not Applicable

#### **Business Goal:**

Leveraging low-interest borrowing to is consistent with the IEUA Business Goal of Fiscal Responsibility to ensure capital projects are completed at the lowest cost to ratepayers.

#### Attachments:

- Attachment 1 PowerPoint Presentation
- Attachment 2 Resolution 2022-4-10
- Attachment 3 Amendment No. 1



# Adoption of Resolution No. 2022-4-10, Authorizing the Amendment of a WIFIA Loan Agreement

Jesse Pompa, P.E., BCEE Manager of Grants April 20, 2022

## Water Infrastructure Finance and Innovation Act (WIFIA) Funding

- Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT
- May 2020 IEUA and CBRFA executed \$196.4 million agreement to finance 44% of RP-5 Expansion costs
- March 2022 IEUA and CBRFA executed \$120 million agreement to finance 49% of Regional Wastewater System Improvements Program



 Amendment to May 2020 loan agreement is required to be consistent with updated language in March 2022 agreement regarding Bankruptcy Related Events

## **Staff Recommendation**



Staff recommends that the Board of Directors:

- 1. Adopt Resolution No. 2022-4-10, authorizing the WIFIA Loan Amendment; and
- 2. Authorize the General Manager to execute such amendments, subject to nonsubstantive changes.

Leveraging low-interest borrowing is consistent with the IEUA Business Goal of Fiscal Responsibility to ensure capital projects are completed at the lowest cost to ratepayers.

#### **RESOLUTION NO. 2022-4-10**

#### **RESOLUTION OF THE INLAND EMPIRE UTILITIES AGENCY\* AUTHORIZING THE EXECUTION AND DELIVERY OF A WIFIA LOAN AMENDMENT AND THE EXECUTION OF CERTAIN OTHER DOCUMENTS AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Inland Empire Utilities Agency<sup>\*</sup> (the "Agency"), a municipal water district duly organized and existing under and pursuant to the Constitution and laws of the State of California, proposes to undertake the acquisition of certain improvements to the Agency's wastewater system (the "Project"); and

WHEREAS, on May 27, 2020, the Agency, the Chino Basin Regional Financing Authority (the "Authority") and the EPA, acting by and through the Administrator of the Environmental Protection Agency (the "WIFIA Lender") entered into that certain WIFIA Loan Agreement for the Regional Plant 5 Expansion Project (WIFIA-N18124CA) (the "RP-5 Expansion WIFIA Loan Agreement"); and

WHEREAS, the parties thereto desire to amend the RP-5 Expansion WIFIA Loan Agreement as set forth in a first amendment thereto ("Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement").

NOW THEREFORE, the Board of Directors (the "Board") of the Inland Empire Utilities Agency\* hereby finds, determines, declares and resolves as follows:

1. Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement in substantially the form on file with the Agency is hereby approved. The President, the Vice President, the General Manager or the designee thereof are each hereby individually authorized and directed to execute and deliver Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement with such changes, insertions and omissions as may be recommended by the General Counsel or Bond Counsel and approved by the person executing the same, said execution being conclusive evidence of such approval.

2. The President, the Vice President, the General Manager, the Director of Finance or the designee thereof and any other proper officer of the Agency, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement and this Resolution.

3. The General Manager or in his absence, his designees are hereby authorized and directed to execute any additional amendments to the RP-5 Expansion WIFIA Loan Agreement following the execution and delivery of Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement or any amendments to WIFIA Loan Agreement for the Regional Wastewater System Improvements Program (WIFIA-N20111CA), dated as of March 24, 2022, by and among the Agency, the Authority and the WIFIA Lender.

<sup>\*</sup> A municipal water district.

Resolution No. 2022-4-10 Page 2 of 3

4. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in Amendment No. 1 to RP-5 Expansion WIFIA Loan Agreement unless the context otherwise clearly requires.

5. This Resolution shall take effect immediately.

ADOPTED this 20<sup>th</sup> day of April, 2022.

Steven J. Elie President of the Inland Empire Utilities Agency<sup>\*</sup> and the Board of Directors thereof

ATTEST:

Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency<sup>\*</sup> and the Board of Directors thereof

(SEAL)

\* A Municipal Water District

Resolution No. 2022-4-10 Page 3 of 3

STATE OF CALIFORNIA ) ) ss. COUNTY OF SAN BERNARDINO )

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency<sup>\*</sup>, DO HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-10, was adopted at a regular Board Meeting on April 20, 2022, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency<sup>\*</sup> and the Board of Directors thereof

\* A Municipal Water District

## **AMENDMENT NO. 1 to WIFIA LOAN AGREEMENT**

dated as of [\_\_\_], 2022

among

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,

## CHINO BASIN REGIONAL FINANCING AUTHORITY and

### **INLAND EMPIRE UTILITIES AGENCY**

in connection with the

WIFIA Loan Agreement, dated as of May 27, 2020, among the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency, Chino Basin Regional Financing Authority and Inland Empire Utilities Agency, for the Regional Plant 5 Expansion Project (WIFIA ID – 18124CA)

#### **AMENDMENT NO. 1 to WIFIA LOAN AGREEMENT**

**THIS AMENDMENT NO. 1 TO WIFIA LOAN AGREEMENT** (this "Amendment"), dated as of [•], 2022, is by and among CHINO BASIN REGIONAL FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State, with an address at 6075 Kimball Avenue, Chino, CA 91708 (the "Borrower"), INLAND EMPIRE UTILITIES AGENCY, a municipal water district duly organized and existing under and by virtue of the laws of the State of California (the "State"), with an address at 6075 Kimball Avenue, Chino, CA 91708 (the "Agency"), and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the "Administrator"), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the "WIFIA Lender").

#### **RECITALS:**

WHEREAS, pursuant to the Water Infrastructure Finance and Innovation Act ("**WIFIA**"), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the "**Act**"), which is codified as 33 U.S.C. §§ 3901-3914, the WIFIA Lender is authorized to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the Borrower, the Agency and the WIFIA Lender entered into that certain WIFIA Loan Agreement, dated as of May 27, 2020 (the "**WIFIA Loan Agreement**"), for the provision of a WIFIA Loan in a principal amount not to exceed one hundred ninety six million four hundred thirty-six thousand four hundred forty-five Dollars (\$196,436,445) (excluding interest that is capitalized in accordance with the terms thereof) to be used to pay a portion of the Eligible Project Costs related to the Project;

WHEREAS, the parties hereto have agreed to make certain amendments to the WIFIA Loan Agreement as set forth below; and

WHEREAS, the WIFIA Lender has entered into this Amendment in reliance upon, among other things, the information and representations of the Borrower and the Agency set forth in this Amendment and the supporting information provided by the Borrower and the Agency.

NOW THEREFORE, the parties to this Amendment hereby agree as follows:

Section 1. <u>Definitions and Interpretation</u>.

Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings specified in the WIFIA

Loan Agreement. The provisions of Section 2 (*Interpretation*) of the WIFIA Loan Agreement shall be incorporated herein *mutatis mutandis*.

#### Section 2. <u>Amendments</u>.

This Amendment amends and supplements the WIFIA Loan Agreement and is entered into in accordance with Section 29 (*Amendments and Waivers*) of the WIFIA Loan Agreement. Each of the parties hereto hereby agrees to amend the WIFIA Loan Agreement as follows:

(a) Section 21(c) (*Events of Default and Remedies*) of the WIFIA Loan Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"(c) Upon (i) the occurrence of any Bankruptcy Related Event (other than a Bankruptcy Related Event under clause (b)(iii) of the definition thereof) or (ii) the acceleration of any amounts under the WIFIA IPA, all obligations of the WIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the WIFIA Loan shall automatically be deemed terminated, and the Outstanding WIFIA Loan Balance, together with all interest accrued thereon and all fees, costs, expenses, indemnities and other amounts payable under this Agreement, the WIFIA Note or the other WIFIA Loan Documents, shall automatically become immediately due and payable, without presentment, demand, notice, declaration, protest or other requirements of any kind, all of which are hereby expressly waived."

#### Section 3. <u>Representations and Warranties</u>.

Each of the Borrower and the Agency hereby represents and warrants as to itself that (a) the execution and delivery of this Amendment have been duly authorized; (b) this Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; (c) the execution, delivery and performance of this Amendment do not not conflict with any provision of its charter or applicable law; (d) the information it has provided to the WIFIA Lender in connection with this Amendment is true and correct in all material respects and does not omit any information related to the matters contemplated in this Amendment, the omission of which makes such information materially misleading in any respect; and (e) as of the date hereof, there is no Default or Event of Default that has occurred and is continuing.

#### Section 4. <u>Miscellaneous</u>.

(a) Each of the parties hereto agree that:

(i) any reference in any of the WIFIA Loan Documents, or in any agreement, document or instrument contemplated thereby, to the WIFIA Loan Agreement shall be deemed to be a reference to the WIFIA Loan Agreement as amended by this Amendment;

(ii) the terms and conditions of the WIFIA Loan Agreement shall continue in full force and effect unchanged, except as expressly amended by this Amendment;

(iii) except as expressly provided in this Amendment, no provision of this Amendment shall be deemed (A) to be a consent, waiver, supplement to or modification of the term or any condition of the WIFIA Loan Agreement, any other WIFIA Loan Document or any of the instruments referred to therein, or (B) to prejudice any rights or remedies which the WIFIA Lender may have now or in the future under or in connection with the WIFIA Loan Agreement as amended by this Amendment, or any other WIFIA Loan Document; and

(iv) this Amendment shall be a WIFIA Loan Document.

(b) The provisions of Sections 22 (*Disclaimer of Warranty*) through (and including) Section 37 (*Indemnification*) of the WIFIA Loan Agreement are incorporated herein and shall apply herein, *mutatis mutandis*, as if set out in this Amendment in full (and as if each reference therein to "this Agreement" were, or included (as applicable), a reference to this Amendment.

(c) This Amendment shall be effective as of the date set forth on the first page of this Amendment.

[Signature pages follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

#### **CHINO BASIN REGIONAL FINANCING AUTHORITY**, by its authorized

representative

| By:    | <br> |  |
|--------|------|--|
| Name:  |      |  |
| Title: |      |  |

[Signature Page to Amendment No. 1 to WIFIA Loan Agreement for the Regional Plant 5 Expansion Project (Chino Basin Regional Financing Authority and Inland Empire Utilities Agency) (WIFIA ID – 18124CA)]

#### INLAND EMPIRE UTILITIES AGENCY,

by its authorized representative

By: \_\_\_\_\_ Name: Title:

[Signature Page to Amendment No. 1 to WIFIA Loan Agreement for the Regional Plant 5 Expansion Project (Chino Basin Regional Financing Authority and Inland Empire Utilities Agency) (WIFIA ID – 18124CA)]

#### **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the Environmental Protection Agency

By:

Name: Jorianne Jernberg Title: Director, WIFIA Program Director, WIFIA Management Division

[Signature Page to Amendment No. 1 to WIFIA Loan Agreement for the Regional Plant 5 Expansion Project (Chino Basin Regional Financing Authority and Inland Empire Utilities Agency) (WIFIA ID – 18124CA)]

INFORMATION ITEM

## **3B**



## **Fleet Fuel Efficiency**

Lucia Diaz Manager of Facilities & Water System Programs April 2022

### **Agency Fleet**







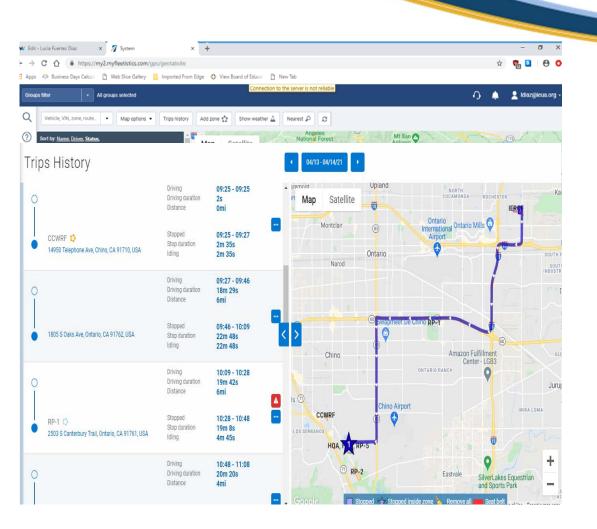
### **On-Board Diagnostic System**

#### Fleetistics

- Maintenance Diagnostics
- Mileage / Fuel Economy
- -Location of units
- -Accident Information

#### Current Reporting

- Map Overview
- Safety Report (Risk)
- -Fuel usage report
- -Unit report
  - To see which units aren't communicating
  - Any problems with the unit itself

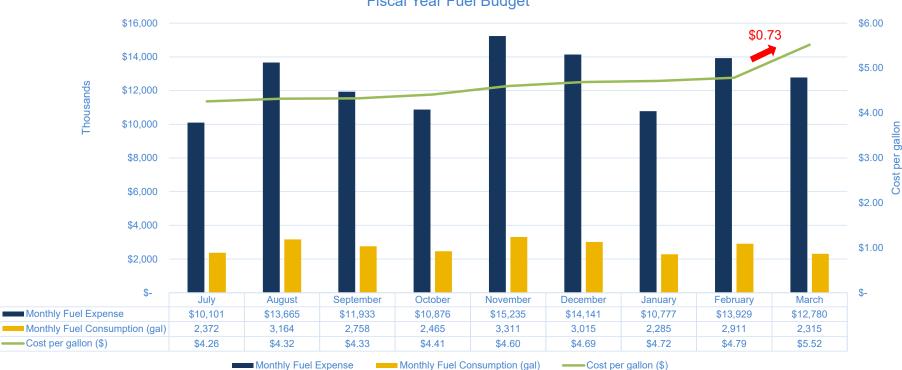


Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

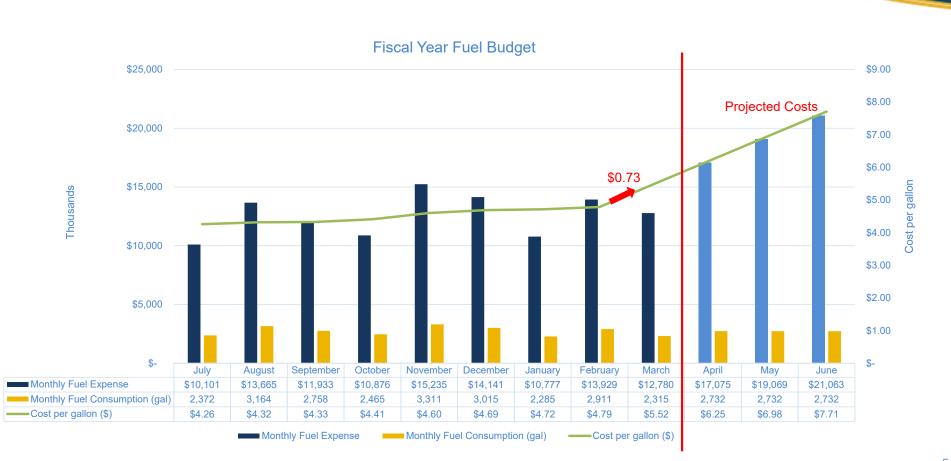
### **Fuel Cost Projection**





Fiscal Year Fuel Budget

#### **Fuel Cost Projection**



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

### Mileage Type

#### • In Plant Mileage

- Operations, Maintenance/E&I
- 50,880 miles

#### Regional Mileage

- Sewer Collections, Groundwater Recharge & Source Control
- 32,976 miles

#### • Other

- Facilities Management, DCS, Pool Vehicles, Construction Management, External Affairs, Safety, Laboratory & IERCF
- -21,322 miles
- Total Mileage (6 months)
  - 105,178 miles

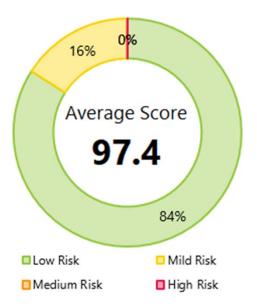
# 



Inland Empire Utilities Agency

### **Speed Rating**

#### **Overall Average**



#### 6 Month review

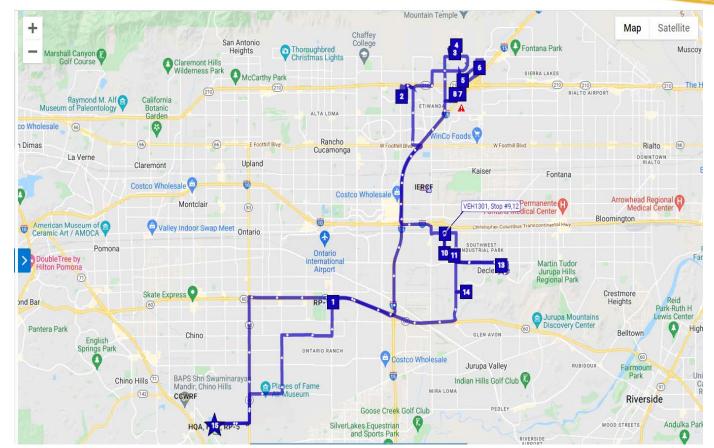


| Safety Indicator      | IEUA Grades | Industry<br>Grades |
|-----------------------|-------------|--------------------|
| Hard Acceleration     | 81%         | > 38%              |
| Speeding              | 94%         | <b>&gt;</b> 60%    |
| Excessive<br>Speeding | 99%         | <b>&gt;</b> 60%    |

### **Driving Efficiencies**

December 30<sup>th</sup> Storm Event

### GWR Vehicle



8

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

### **Fuel Efficiency Measures**





### **Fuel Efficiency**

Reduce Idle times Safety incentive for idle times Policy for idle times



### **Replace Vehicles**

Safety / Maintenance Costs Staff needs Vehicle efficiency



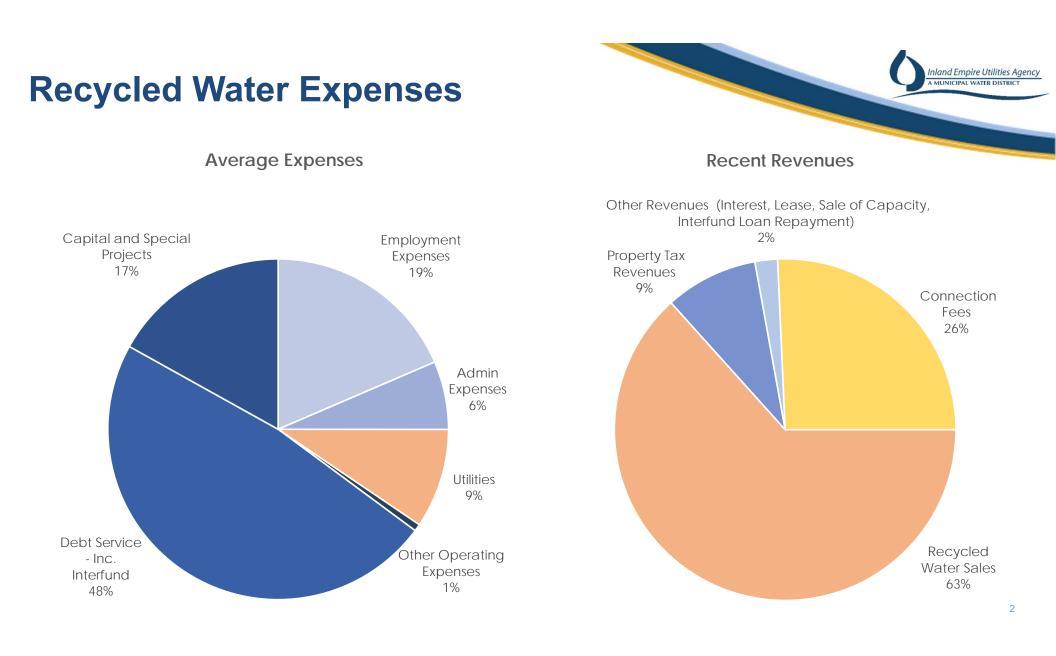
INFORMATION ITEM

## **3C**



### Recycled Water Cost of Service Study Update

Eddie Lin Senior Engineer April 2022 017



### **Projected Rates and Revenues**

| 3-Yr Rates Without Fixed Charges      | FYE 2023 | FYE 2024 | FYE 2025 |
|---------------------------------------|----------|----------|----------|
| Direct Use Rate (\$/AF)               | \$549    | \$579    | \$611    |
| Recharge Surcharge (\$/AF)            | \$100    | \$150    | \$200    |
| Total GWR Rate (\$/AF)                | \$649    | \$729    | \$811    |
| Total Revenue Collected (\$ Millions) | \$20.3M  | \$22.1M  | \$24.0M  |

#### **Assumed Demands:**

- 18,000 AF/year Direct Use
- 16,000 AF/year Recharge

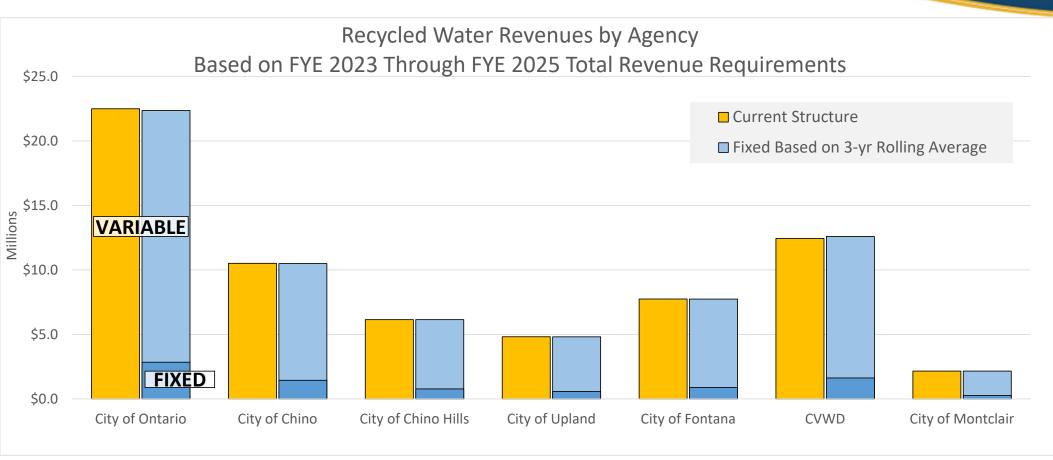
| 3-Yr Rates <b>With</b> Fixed Charges<br>( <i>Phase-in</i> ) | FYE 2023 | FYE 2024 | FYE 2025 |
|-------------------------------------------------------------|----------|----------|----------|
| Fixed Revenue (\$ Millions)                                 | \$1.11M  | \$2.36M  | \$4.96M  |
| Direct Use Rate (\$/AF)                                     | \$516    | \$510    | \$465    |
| Recharge Surcharge (\$/AF)                                  | \$100    | \$150    | \$200    |
| Total GWR Rate (\$/AF)                                      | \$616    | \$660    | \$665    |
| Total Revenue Collected (\$ Millions)                       | \$20.3M  | \$22.1M  | \$24.0M  |

#### **Proposed Rate Structure:**

- Fixed component based on 3-year rolling average
- Phase-in fixed component
- Reach cost of service for Recharge expenses

Inland Empire Utilities Agency

### **Estimated Cost Impacts by Agency**



Inland Empire Utilities Agency

MUNICIPAL WATER DISTRICT

### **Next Steps**

- Continue one-on-one discussions with Contracting Agencies
- Finalize technical recommendation based on feedback
- Present recommendation for adoption to IEUA Board in May/June
- If approved, new rates effective July 1, 2022

nland Empire Utilities Agency

INFORMATION ITEM

## **3D**



### FY 2022/23 Proposed Budget Amendments Regional Wastewater and Recycled Water Programs

Javier Chagoyen-Lazaro Acting Assistant General Manager

April 2022

#### FY2022/23 Regional Wastewater and Recycled Water Mid-Cycle Budget Amendment Assumptions

#### Sources of funds:

- Rate and fees adjustment of 3%
- Recycled water rate: Fixed and Variable components
- Upward adjustment of property tax receipts
- Additional loan proceeds consistent with proposed Ten-Year Forecast

#### **Uses of funds:**

- Proposed Ten Year Capital Improvement Plan (TYCIP) for FYs 2022/23 2031/32
  - Facility expansion based on projected growth
  - Asset Management: Replacement, Repair and Improvement
- Inflationary chemical cost increase

Inland Empire Utilities Agend

#### **Adopted and Proposed Fees and Rates**

Proposed Adopted\* **Wastewater** Wastewater Fund **Recycled Water Operations** Capital Wastewater **Fixed Cost** Recycled Recycled **One Water** Monthly As of July, 1 Recovery Water Direct Connection Connection Water Sewer (EDU) Fee (EDU) Use (AF) Recharge (AF) Fee (MEU) ۰ FY 2019/20 \$20.00 \$490 \$6,955 \$1,684 \$550 = FY 2020/21\*\* \$550 \$20.00 \$6.955 \$490 \$1,684 -FY 2021/22 \$21.22 \$7,379 \$520 \$580 \$1,787 FY 2022/23 \$21.86 \$1.11M \$516 \$616 \$1,841 \$7,600 FY 2023/24 \$2.36M \$510 \$660 \$1,896 To be reviewed based on the sewer use evaluation results FY 2024/25 \$4.96M \$465 \$665 \$1,953

\*One Water Connection Fee rates for FYs 2020/21 through 2024/25 adopted in July 2020.

\*\*On May 6, 2020, the Board approved to defer rate increases and maintain the rates unchanged for FY 2020/21.

\*\*\* Fixed cost recovery phased in over 3 years.

3

Inland Empire Utilities Agency

#### **Regional Wastewater and Recycled Water SOURCES OF FUNDS**

FY 2022/23 FY 2022/23 Amendments **\$ Millions** Adopted Proposed **Total Sources of Funds** \$240.9 \$317.9 \$77.0 \$11 **\$9** Other Changes: 3% Rate increase \$18 **\$18 Recycled Water** • 5% Projected property tax increase • SRF, WIFIA, and grant receipt increase \$39 \$39 **Connection Fees** \$68 **Property Tax** \$54 \$77 **User Charges** \$76 \$105 Loans/Grants \$45 \$0 \$20 \$40 \$60 \$80 \$100 \$120 2022/23 Proposed 2022/23 Adopted

Inland Empire Utilities Agency

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#### Regional Wastewater and Recycled Water USES OF FUNDS

FY 2022/23 FY 2022/23 **Amendments \$ Millions** Adopted Proposed \$297.1 **Total Uses of Funds** \$306.1 \$9.0 \$9 Changes: **Inter-Fund Transfers** \$7 • Ops. & Adm.~ non- capital projects related to Plume project delays, chemical cost increases • Projects ~ increase from proposed TYF, the \$23 increase is attributed to project scope and **Debt Service** \$23 project execution timelines \$103 **Operations & Administration** \$97 \$171 **Projects** \$170 \$0 \$20 \$80 \$180 \$40 \$60 \$100 \$120 \$140 \$160 2022/23 Proposed 2022/23 Adopted

Inland Empire Utilities Agency

#### Summary Regional Wastewater and Recycled Water Programs

| \$ Millions                      | FY 2022/23<br>Adopted | FY 2022/23<br>Proposed | Amendments |
|----------------------------------|-----------------------|------------------------|------------|
| Total Sources of Funds           | \$240.9               | \$317.9                | \$77.0     |
| Total Uses of Funds              | \$297.1               | \$306.1                | \$9.0      |
| Increase (decrease) net position | (\$56.2)              | \$11.8                 | \$68.0     |

Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

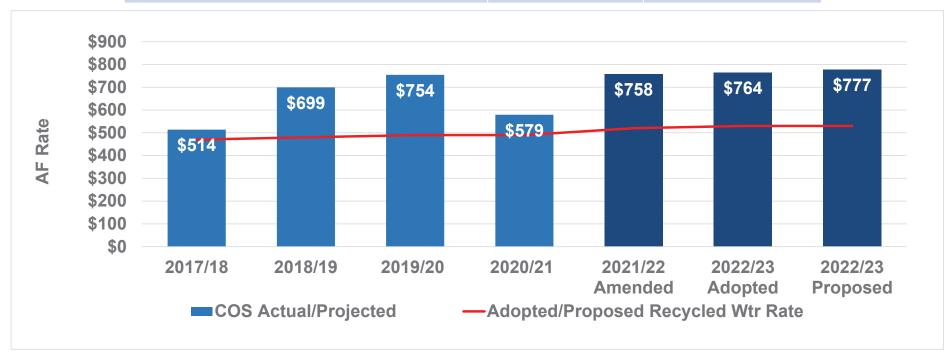
#### Regional Wastewater O&M Cost of Service

FY 2021/22 FY 2022/23 Adopted Proposed **Monthly EDU Rate** \$21.22 \$21.86 \$35 \$30 \$7.44 \$25 \$6.78 \$5.00 \$8.30 \$20 \$4.78 \$5.01 \$3.44 \$15 \$21.77 \$21.74 \$20.80 \$10 \$17.82 \$15.78 \$15.73 \$15.06 \$5 \$0 2017/18 2018/19 2019/20 2020/21 2021/22 2022/23 2022/23 Actual Actual Actual Actual Amended **Adopted Proposed** COS - 0&M COS - R&R Projects -EDU Volumetric Rates

Inland Empire Utilities Agency

#### **Recycled Water Cost of Service**

|                                    | FY 2021/22<br>Adopted | FY 2022/23<br>Proposed |
|------------------------------------|-----------------------|------------------------|
| Fixed Cost Recovery                | -                     | \$1.11M                |
| <b>Recycled Water Direct Rate</b>  | \$520.00              | \$516.00               |
| Recycled Groundwater Recharge Rate | \$580.00              | \$616.00               |



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Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT





Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

INFORMATION ITEM

## **3E**



### **Engineering and Construction Management Project Updates**

Jason Marseilles, P.E.

Manager of Engineering & Construction Management

April 2022



Project Location Map

#### **CCWRF Asset Management and Improvements** Project Goal: Extend Asset Life





Total Project Budget: \$27 M Project Completion: July 2024 Design Percent Complete: 95%

| Phase                         | Consultant/<br>Contractor | Current<br>Contract  | Amendments/<br>Change Orders |  |
|-------------------------------|---------------------------|----------------------|------------------------------|--|
| Design<br>(Current)           | CDM Smith                 | \$3.2M               | -9.5%                        |  |
| Construction                  | TBD                       | \$0                  | 0%                           |  |
| Project Management Team       |                           |                      |                              |  |
| Project Manager:              |                           | Ignacio, Joel        |                              |  |
| Assistant/Associate Engineer: |                           | Ward, Ryan           |                              |  |
| Administrative Assistant:     |                           | Wallace & Associates |                              |  |
| Inspector:                    |                           | TBD                  |                              |  |

Horizontal Chemical Odor Scrubber

# Primary Clarifier Rehabilitation/ RP-4 Process Improvements

Project Goal: Extend Asset Life & Improve Efficiencies

# Total Project Budget: \$17M Project Completion: May 2022 Construction Percent Complete: 95%

| Phase                         | Consultant/<br>Contractor | Current<br>Contract  | Amendments/<br>Change Orders |  |
|-------------------------------|---------------------------|----------------------|------------------------------|--|
| Design                        | Carollo<br>Engineering    | \$1.7M               | 25%                          |  |
| Construction<br>(Current)     | W.M. Lyles                | \$13.5M              | 22%                          |  |
|                               | Project Mana              | igement Team         |                              |  |
| Pr                            | oject Manager:            | Spears, James        |                              |  |
| Assistant/Associate Engineer: |                           | Salazar, Victoria    |                              |  |
| Administrative Assistant:     |                           | Wallace & Associates |                              |  |
|                               | Inspector:                | Carollo              |                              |  |





Primary Sludge Wasting

# Collection System/Manhole Upgrades

Project Goal: Extend Asset Life

Collections Systems Total Project Budget: \$500k NRWS Manholes Total Project Budget: \$200k Project Completion: May 2022 Construction Percent Complete: 60%







**Original Manhole Lid** 

INFORMATION ITEM

# 3**F**

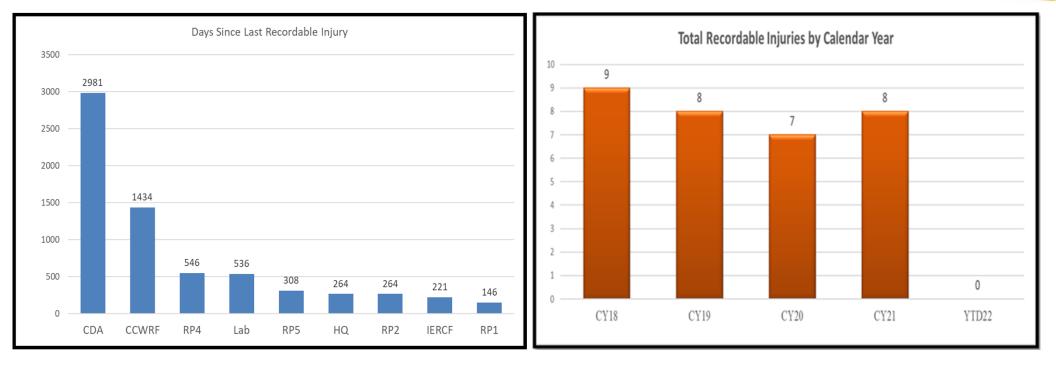


# Operations & Maintenance Department Quarterly Update

Robert Delgado Manager of Maintenance April 2022







## As of 3/14/2022

A recordable injury is an injury that resulted in more than first aid treatment.

# **Awards and Recognition**



 Community Engagement and Outreach – Project of the Year





# **SARBS Innovation Award**



- Spare Motor Automatic Rotator
  - -First place at the local level & second place at state level
  - —Increases equipment reliability
  - -Reduces O&M cost





Inland Empire Utilities Agency

# **Factory Acceptance Testing**



Requirement per project specifications

Re

- Agency staff witnesses and validates performance of equipment
- Opportunity for IEUA to build relationships with suppliers



# Technology, Training, and Volunteers

Inland Empire Utilities Agency



Technology:
 —Remote Equipment Monitoring

# • Training:

- -Variable Frequency Drives
- -Certified Reliability Leader
- -Machinery Lubrication
- -Planning & Scheduling



# • Volunteers:

- -SARBS of CWEA
- -Career Fairs and Outreach Programs









**CWEA** 



Date: April 20, 2022

**To:** The Honorable Board of Directors **Committee:** Finance & Administration

From: Shivaji Deshmukh, General Manager 04/13/22

SSD

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: FY 2022/23 Proposed Budget Amendment for Regional Wastewater and Recycled Water Programs

## **Executive Summary:**

On June 16, 2021 the Board of Directors approved the Agency's Biennial Budget for fiscal years (FYs) 2021/22 and 2022/23 and Ten Year Forecast (formerly called Ten Year Capital Improvement Plan) for FYs 2022-2031. As part of the biennial budget cycle, a review of the second budget year is done prior to the end of the first year to determine whether any adjustments are needed to meet changes in certain assumptions or conditions.

For the Regional Wastewater and Recycled Water programs, the Agency is projecting to spend an additional \$9.0 million over the FY 2022/23 adopted budget. The increase is primarily due to changes in non-capital projects in the Ten Year Capital Improvement Plan and additional chemical cost reflecting current inflationary trends. Offsetting the additional expense, is an increase in sources of funds of \$77.0 million primarily due to federal and state loans secured after the adoption of the biennial budget, and property tax receipts growth. If revenues and expenses occur as planned in the FY 2022/23 amended budget it is estimated that combined fund reserves for these funds will increase by \$11.8 million.

The proposed amended budget will be presented to the Regional Committees in April/May.

## **Staff's Recommendation:**

This is an informational item.

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

### Fiscal Impact (explain if not budgeted):

If revenues and expenses occur as planned, total fund reserves for the Regional Wastewater and Recycled Water programs are estimated to be \$264.6 million at the end of FY 2022/23; an increase of approximately \$11.8 million from total projected fund reserves of \$252.8 million.

### **Prior Board Action:**

On June 16, 2021, the Board of Directors approved the Agency's biennial budget for FYs 2021/22 and 2022/23.

**Environmental Determination:** Not Applicable

### **Business Goal:**

The information item about the proposed amendment to the FY 2022/23 Adopted Budget for the Agency's programs is consistent with the IEUA Business Goals of Fiscal Responsibility, Water Reliability, Wastewater Management, Environmental Stewardship, and Business Practices to optimize investment earnings.

### Attachments:

Attachment 1 - Background Attachment 2 - PowerPoint



## Background

Subject: Fiscal Year 2022/23 Proposed Budget Amendment for the Regional Wastewater and Recycled Water Programs

### Fiscal Year 2022/2023 Proposed Budget Amendments

On June 16, 2021, the Board of Directors approved the Agency's Biennial Budget for fiscal years (FYs) 2021/22 and 2022/23, and Ten-Year Capital Improvement Plan (TYCIP) for FYs 2022-2031. As part of the biennial budget cycle, a review of the second budget year is done at the end of the first year to determine whether any adjustments are needed to meet changes in certain assumptions or conditions. Summarized below are the proposed amendments recommended for FY 2022/23 total Sources and Uses of funds.

# Table 1: FY 2022/23 Proposed Budget Amendments (\$Millions) Regional Wastewater and Recycled Water Programs

| Consolidated<br>FY 2022/23          | Adopted   | Proposed  | Amendment<br>Amount |
|-------------------------------------|-----------|-----------|---------------------|
| Sources of funds                    | \$240.9   | \$317.9   | \$77.0              |
| Uses of funds                       | (\$297.1) | (\$306.1) | \$9.0               |
| Increase (Decrease) in Net Position | (\$56.2)  | \$11.8    | \$68.0              |

## **TOTAL SOURCES OF FUNDS**

The \$77.0 million increase to Sources of Funds is due to changes in the assumptions reflecting an increase in proceeds from federal and state loans, grants, user charges, property tax, cost reimbursements, and interest earnings. The distribution by major category of the proposed Sources of Funds is shown below in Table 2.

# Table 2: FY 2022/23 Proposed Amendment to Sources of Funds (\$Millions) Regional Wastewater and Recycled Water Programs

| Sources of Funds        | Adopted | Proposed | Amendment<br>Amount |
|-------------------------|---------|----------|---------------------|
| User Charges            | \$76.2  | \$77.4   | \$1.2               |
| Federal and State Loans | 44.7    | 98.5     | 53.8                |
| Property Tax            | 53.8    | 68.1     | 14.3                |
| Connection Fees         | 39.0    | 39.0     | 0.0                 |
| Recycled Water Sales    | 17.6    | 17.6     | 0.0                 |
| Grants                  | 0.3     | 6.6      | 6.3                 |
| Cost Reimbursements     | 4.7     | 4.8      | 0.1                 |
| *Other Sources          | 4.6     | 5.9      | 1.3                 |
| Total                   | \$240.9 | \$317.9  | \$77.0              |

\*Other Sources includes inter-fund loan receipts, capital contract cost reimbursements, interest income, and miscellaneous revenue.

*User Charges:* The increase in \$1.2 million in user charges is due to higher projected monthly EDUs and a proposed escalation of the monthly EDU rate of 3% for FY 2022/23. All the proposed FY 2022/23 rates and fees are represented in table 5.

**Property Tax:** Projected property tax increases by \$14.2 million, as a result of updated growth assumptions and the revised method applied by San Bernardino County to allocate the property taxes associated with the dissolution of Redevelopment Agencies. The allocation criteria for property taxes received by the Agency remains the same as the adopted in the biennial budget for FY 2021/22-2022/23, as reflected in table 3 below.

| Table 5. Troposed Troperty Tax An |            |
|-----------------------------------|------------|
| Fund                              | FY 2022/23 |
| Regional Wastewater Capital       | 65%        |
| Regional Wastewater Operations    | 23%        |
| Recycled Water                    | 4%         |
| Administrative Services           | 4.5%       |
| Water Resources                   | 3.5%       |

 Table 3: Proposed Property Tax Allocation

*State Loans and Grants:* The increase of \$60 million is the result of securing additional funding from the U.S. Environmental Protection Agency (EPA) and the State Water Resources Control Board (SWRCB). The Agency has secured through EPA a second Water Infrastructure Finance Innovation Act (WIFIA) loan to support the RP-5 Expansion and Solids Handling Facility and other projects in the Regional Wastewater program. Additional State Revolving Fund Loans for SWRCB will complete the funding for the RP-5 Expansion and Solids Handling Facility, Carbon Canyon Asset Management and Improvements, various recycled water projects, and RP-1 Thickening Building projects.

## TOTAL USES OF FUNDS

The \$9.0 million change in total Uses of Funds is primarily due to an increase in projected capital and non-capital project expenditures, as reflection of the current inflationary trends. The table below provides a summary by category.

| Itegional (                    | vastemater and re | cycleu water 110g | i uni ș             |
|--------------------------------|-------------------|-------------------|---------------------|
| Uses of Funds                  | Adopted           | Proposed          | Amendment<br>Amount |
| Capital Projects               | \$170.4           | \$171.3           | \$0.9               |
| Operations &<br>Administration | 96.9              | 103.1             | 6.2                 |
| Debt Service                   | 22.7              | 22.6              | (0.1)               |
| <b>Inter-Fund Transfers</b>    | 7.1               | 9.1               | 2.0                 |
| Total                          | \$297.1           | \$306.1           | \$9.0               |

 Table 4: FY 2022/23 Proposed Amendments to Uses of Funds (\$Millions)

 Regional Wastewater and Recycled Water Programs

*Operations & Administration*: An increase of expenditures for operations & administration is primarily due to non-capital project cost increases and inflationary increases for chemicals. The non-capital project increase can be attributed to continuing work on the TCE Plume Cleanup projects, basin and reservoir maintenance, and lift station improvement projects. Amendments to non-capital project costs are reflected at the latest Ten-Year Forecast (TYF) report.

*Capital Projects:* Increase is primarily due to changes in project scope and project execution timelines. Amendments to capital project costs are reflected at the latest Ten-Year Forecast (TYF) report.

*Inter-fund Transfers*: The increase is due to additional capital support required in the Administrative Services fund.

## Proposed FY 2022/23 Rates

The Regional Wastewater *connection fee rate* is proposed to increase three percent for FY 2022/23. The proposed one-year rate will allow the Agency to complete pilot studies to develop an updated EDU methodology, the basis for the wastewater sewer rates and connection fees.

The proposed *EDU monthly sewer* rate for FY 2022/23 represents an increase of three percent to support the costs on the Regional Wastewater Operations & Maintenance fund.

A modified rate structure is proposed for the Recycled Water program that includes a fixed and variable component. The fixed component will be based on each member agency's three-year rolling average of direct and recharge water use. To help member agencies facilitate the rate structure transition, the fixed component will be phased in over a three-year period.

The proposed rates and fees are subject to Board approval on June 15, 2022.

|               |                           |                                       | Proposed Adopted*             |                                      |                                    |                                      |  |  |
|---------------|---------------------------|---------------------------------------|-------------------------------|--------------------------------------|------------------------------------|--------------------------------------|--|--|
| Fund          | Wastewater<br>Operations  | Wastewater<br>Capital                 |                               | Recycled Water                       |                                    |                                      |  |  |
| As of July, 1 | Monthly<br>Sewer<br>(EDU) | Wastewater<br>Connection<br>Fee (EDU) | Fixed Cost<br>Recovery<br>*** | Recycled<br>Water Direct<br>Use (AF) | Recycled<br>Water<br>Recharge (AF) | One Water<br>Connection<br>Fee (MEU) |  |  |
| FY 2019/20    | \$20.00                   | \$6,955                               | -                             | \$490                                | \$550                              | \$1,684                              |  |  |
| FY 2020/21**  | \$20.00                   | \$6,955                               | -                             | \$490                                | \$550                              | \$1,684                              |  |  |
| FY 2021/22    | \$21.22                   | \$7,379                               | -                             | \$520                                | \$580                              | \$1,787                              |  |  |
| FY 2022/23    | \$21.86                   | \$7,600                               | \$1.11M                       | \$516                                | \$616                              | \$1,841                              |  |  |
| FY 2023/24    | To be reviev              | ved based on                          | \$2.36M                       | \$510                                | \$660                              | \$1,896                              |  |  |
| FY 2024/25    | the sewer us<br>res       | e evaluation<br>ults                  | \$4.96M                       | \$465                                | \$665                              | \$1,953                              |  |  |

## Table 5: Adopted and Proposed Fees and Rates

\*One Water Connection Fee rates for FYs 2020/21 through 2024/25 adopted in July 2020.

\*\*On May 6, 2020, the Board approved to defer rate increases and maintain the rates unchanged for FY 2020/21. \*\*\* Fixed cost recovery phased in over 3 years.

### **Conclusion**

The proposed FY 2022/23 amendments will increase the net position of the Regional Wastewater and Recycled Water programs by \$11.8 million compared to FY 2022/23 Adopted Budget decrease in net position of (\$56.2) million. The increase in net position is primarily due to higher Federal and State loans secured to support capital projects in the Regional Wastewater and Recycled Water programs.

The proposed amendment to the FY 2022/23 Adopted Budget for the Agency's programs is consistent with the IEUA Business Goals of *Fiscal Responsibility*, *Water Reliability*, *Wastewater Management*, *Environmental Stewardship*, and Business Practices to optimize investment earnings.

#### INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET REGIONAL WASTEWATER CAPITAL IMPROVEMENT FUND - SOURCES AND USES OF FUNDS (In Thousands)

| Local Code         Local Code <thlocal code<="" th="">         Local Code         <thlocal code<="" th="">         Local Code         Local Cod</thlocal></thlocal> |                                    | 2020/2021  | 2021/2022   | 2021/2022       | 2022/2023  | 2022/2023 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------|-------------|-----------------|------------|-----------|
| ACTUAL         BUDGET         BUDGET         MUD YEAR           Interest Revenue         \$1,405         \$552         \$862         \$700         \$1,226           TOTAL REVENUES         \$1,405         \$5592         \$862         \$700         \$1,226           OTHER FINANCING SOURCES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    | 2020/2021  |             |                 | -          | -         |
| REVENUES         Sin dots                                                                                                     |                                    | ACTUAL     |             |                 |            |           |
| TOTAL REVENUES         \$1,405         \$592         \$862         \$700         \$1,226           OTHER FINANCING SOURCES         \$43,638         \$37,366         \$37,366         \$37,991         \$48,111           Regional System Connection Fees         36,732         29,514         20,000         30,006         \$1,200           Other Revenues         0         0         0         0,00         2,000         2,000           Other Revenues         57         1         1         1         1         1           Inter Fund Loan         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0                                                                                                                                                                                                                                                                                                       | REVENUES                           |            |             |                 | 20201      |           |
| TOTAL REVENUES         \$1,405         \$592         \$862         \$700         \$1,226           OTHER FINANCING SOURCES         \$43,638         \$37,366         \$37,366         \$37,991         \$48,111           Regional System Connection Fees         36,732         29,514         20,000         30,006         \$1,200           Other Revenues         0         0         0         0,00         2,000         2,000           Other Revenues         57         1         1         1         1         1           Inter Fund Loan         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0                                                                                                                                                                                                                                                                                                       | Interest Revenue                   | \$1,405    | \$592       | \$862           | \$700      | \$1,226   |
| OTHER FINANCING SOURCES         Froperty Tax - Debt and Capital         \$43,638         \$37,366         \$37,366         \$37,991         \$48,111           Regional System Connection Fees         36,732         29,514         29,514         29,514         30,400         30,400           Debt Proceeds         36,732         29,514         29,514         30,400         30,400         30,400           Obt Revenues         57         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1 </td <td>TOTAL REVENUES</td> <td></td> <td>-</td> <td></td> <td>-</td> <td></td>                                                                                                                                                                                                       | TOTAL REVENUES                     |            | -           |                 | -          |           |
| Property Tax - Debt and Capital         \$43,638         \$37,366         \$37,366         \$37,910         \$48,111           Regional System Connection Fees         36,732         29,514         29,514         30,400         30,400           State Loans         0         761         0         13,807         32,000         21,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         22,000         24,001         30,065         54,675         54,6         549         0         Dref semoling fees and Services         52,                                                                                                                                                |                                    |            |             |                 |            |           |
| Regional System Connection Fees         36,732         29,514         29,514         30,400         30,400           Debt Proceeds         0         761         0         13,807         32,000           Other Revenues         57         1         1         1         1         1           Inter Fund Laan         0         0         0,000         2,000         2,000           TOTAL OTHER FINANCING SOURCES         \$80,427         \$67,643         \$566,881         \$115,105         \$164,012           EXPENSES         53,944         \$4,016         0         0         0         0         0           Operating Fees         270         281         283         289         Professional Fees and Services         926         1,669         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         \$70,210         \$201,954         \$153,927         \$134,179           Work In Progress         \$70,210         \$201,954         \$153,677         \$134,929           TOTAL CAPTLA PROGRAM         \$70,406         \$202,954         \$153,677         \$134,929           Principal         9,076         \$,649<                                                                                                                                                                                                              | OTHER FINANCING SOURCES            |            |             |                 |            |           |
| Debt Proceeds         0         761         0         13,807         32,000           State Loans         0         0         0         0         30,906         51,500           OTAL OTHER FINANCING SOURCES         \$80,427         \$67,643         \$566,881         \$115,105         \$164,012           EXPENSES         53,944         \$4,016         \$4,183         \$41,83         \$41,83           Contract Work/Special Projects         350         0         0         0         0           Operating Fees         270         281         281         289         289           Professional Fees and Services         300         654         675         546         549           Other Expenses         52,790         \$6,620         \$6,800         750         750           TOTAL EXPENSES         \$5,790         \$6,620         \$56,807         \$513,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,954         \$154,677         \$134,929           DEBT SERVICE         \$1,323         \$9         \$8         \$100           Financial Expenses         \$1,323 <td>Property Tax - Debt and Capital</td> <td>\$43,638</td> <td>\$37,366</td> <td>\$37,366</td> <td>\$37,991</td> <td>\$48,111</td>                                                                                              | Property Tax - Debt and Capital    | \$43,638   | \$37,366    | \$37,366        | \$37,991   | \$48,111  |
| State Loans         0         0         0         30,906         \$1,500           Other Revenues         57         1         1         1         1         1           Inter Fund Loan         0         0         0         2,000         2,000           TOTAL OTHER FINANCING SOURCES         \$80,427         \$67,643         \$66,881         \$115,105         \$164,012           EXPENSES         S         \$3,944         \$4,016         \$4,016         \$4,183         \$4,183           Contract Work/Special Projects         350         0         0         0         0         0           Operating Fees         226         1,869         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,889         1,899         1,869         1,823         1,893         1,84,179         0,750         750                                                                                                                                                                                                                                 |                                    | 36,732     | 29,514      | 29,514          | 30,400     | 30,400    |
| Other Revenues<br>Inter Fund Loan         57         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td></t<>                                                                                                                                                                                                                                                                                  |                                    |            |             |                 |            |           |
| Inter Fund Loan         0         0         0         2,000         2,000           TOTAL OTHER FINANCING SOURCES         \$80,427         \$67,643         \$66,881         \$115,105         \$164,012           EXPENSES         53,944         \$4,016         \$4,183         \$4,183           Contract Work/Special Projects         350         0         0         0         0           Operating Fees         270         281         281         289         289           Professional Fees and Services         300         654         675         546         549           Other Expenses         226         1,869         1,889         1,889         1,889           TOTAL CAPITAL PROGRAM         \$70,210         \$201,926         \$201,954         \$153,927         \$134,179           Work In Progress         \$1,020         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,2954         \$154,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$8         \$10           Interest         9,756         2,669         2,350         2,350         2,350         2,350           Struice <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                                                                                                                |                                    |            |             |                 |            |           |
| TOTAL OTHER FINANCING SOURCES         \$80,427         \$67,643         \$66,881         \$115,105         \$164,012           EXPENSES         Employment Expenses         \$3,944         \$4,016         \$4,016         \$4,183         \$4,183           Contract Work/Special Projects         350         0         0         0         0         0           Operating Fees         270         281         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         289         56,907         \$6,909         \$6,907         \$134,179         570,460         \$202,926         \$202,954         \$154,677         \$134,929         29         510         1000         1,000         7,503         \$2,50         \$134                                                                                                                                                                                                         |                                    |            |             |                 |            |           |
| EXPENSES         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S<                                                                                                                                                                                                                                                                                                                                                             |                                    | -          |             |                 |            |           |
| Employment Expenses         \$3,944         \$4,016         \$4,183         \$4,183           Contract Work/Special Projects         350         0         0         0         0           Operating Fees         270         281         281         289         289           Professional Fees and Services         300         654         675         566         549           Other Expenses         926         1,869         1,889         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         \$70,210         \$201,954         \$153,927         \$134,179           IECCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,954         \$154,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,669         2,350         2,350         2,350           Principal         9,007         4,540         4,672         4,672         4,672         4,672           TOTAL DEB                                                                                                                                                                                                                                 | TOTAL OTHER FINANCING SOURCES      | \$80,427   | \$67,643    | \$66,881        | \$115,105  | \$164,012 |
| Employment Expenses         \$3,944         \$4,016         \$4,183         \$4,183           Contract Work/Special Projects         350         0         0         0         0           Operating Fees         270         281         281         289         289           Professional Fees and Services         300         654         675         566         549           Other Expenses         926         1,869         1,889         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         \$70,210         \$201,954         \$153,927         \$134,179           IECCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,954         \$154,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,669         2,350         2,350         2,350           Principal         9,007         4,540         4,672         4,672         4,672         4,672           TOTAL DEB                                                                                                                                                                                                                                 | FXPENSES                           |            |             |                 |            |           |
| Contract Work/Special Projects         350         0         0         0         0           Operating Fees         270         281         281         289         289           Professional Fees and Services         926         1,869         1,869         1,889         1,889           Other Expenses         926         1,869         1,869         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    | \$3 944    | \$4 016     | \$4 016         | \$4 183    | \$4 183   |
| Operating Fees         270         281         281         289         289           Professional Fees and Services         300         654         675         546         549           Other Expenses         926         1,869         1,869         1,869         1,869         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         Work In Progress         \$70,210         \$201,296         \$201,954         \$153,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL EXPENSES         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,350         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)         (3,136) <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>                                                                                                                                                       |                                    |            |             |                 |            |           |
| Professional Fees and Services         300         654         675         546         549           Other Expenses         926         1,869         1,869         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM              \$133,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,929           DEBT SERVICE           \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,350         2,350         2,350           Principal         9,007         4,540         4,672         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032         \$7,032           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Capital - Connection Fees Allocation         (7,909)         (8,679)         (4,29                                                                                                                                                                                                                                                                            |                                    |            |             |                 |            | -         |
| Other Expenses         926         1,869         1,869         1,889         1,889           TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         \$70,210         \$201,296         \$201,954         \$153,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,229           DEBT SERVICE         \$10,007         4,540         4,672         \$4,672         \$4,672           Pinancial Expenses         \$1,323         \$9         \$9         \$8         \$10           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,134)         (3,134)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,231           TOTAL INTERF                                                                                                                                                                                                |                                    |            |             |                 |            |           |
| TOTAL EXPENSES         \$5,790         \$6,820         \$6,841         \$6,907         \$6,909           CAPITAL PROGRAM         Work In Progress         \$70,210         \$201,296         \$201,954         \$153,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$153,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,659         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,148)         (3,148)           Capital Contribution         \$7,211         \$5,709         (292,191         (2,295         (5,0001)           TOTAL INTERFUND TRANSFERS IN (OUT)         (\$18,321)         (\$152,318)         (\$1,501)<                                                                                                                                                                         |                                    |            |             |                 |            |           |
| CAPITAL PROGRAM         S70,210         \$201,296         \$201,954         \$153,927         \$134,179           URCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,669         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         \$4,679         (8,679)         (8,679)         (4,295)         (5,008)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)         (3,148)         (3,148)         (3,148)         (3,148)         (3,148)         (3,148)         (3,148)         (3,148)         (5,152,01)         (\$51,856)         \$11,045           Debt Service         Net Income (Loss)         \$(\$1                                                                                                                                                                                |                                    |            |             |                 |            |           |
| Work in Progress<br>IERCA investment         \$70,210         \$201,296         \$201,954         \$153,927         \$134,179           IERCA investment         250         1,000         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,929           DEBT SERVICE         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,669         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,181,70         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         (\$18,321)         (\$152,318)         (\$155,001)         (\$51,856)         \$11,045           Beginning                                                                                                                                                                                    |                                    |            | 1-7         | 1 - 7 -         | 1 - 7      | 1         |
| IERCA investment         250         1,000         750         750           TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,929           DEBT SERVICE         Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,669         2,350         2,350           Principal         9,007         4,540         4,572         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)         (3,148)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (DUT)         \$(\$3,817)         \$4,217)         \$5,729         \$954         \$5,5323)           FUND BALA                                                                                                                                                                                                  | CAPITAL PROGRAM                    |            |             |                 |            |           |
| TOTAL CAPITAL PROGRAM         \$70,460         \$202,296         \$202,954         \$154,677         \$134,929           DEBT SERVICE<br>Financial Expenses         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)<br>Capital Contribution<br>Debt Service         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Capital - Connection Fees Allocation<br>TOTAL INTERFUND TRANSFERS IN (OUT)         \$7,209         (8,679)         (4,295)         (5,006)           FUND BALANCE<br>Net Income (Loss)<br>Beginning Fund Balance July 01<br>ENDING FUND BALANCE AT JUNE 30*         \$130,512         275,709         292,191         123,392         \$137,190           RESERVE BALANCE SUMMARY<br>Operating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,6735           CCRA Capital Construction         \$13,434         \$1,449         \$2,5326         \$1         \$86,6735           CC                                                                               | Work In Progress                   | \$70,210   | \$201,296   | \$201,954       | \$153,927  | \$134,179 |
| DEBT SERVICE         \$1,323         \$9         \$9         \$8         \$10           Interest         9,756         2,669         2,659         2,350         2,350           Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,136)         (3,148)           Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,136)         (3,148)           Capital Contribution         £7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,136)         (3,148)         (3,138)         (3,136)         (3,148)           Capital Contribution Fees Allocation         (£3,817)         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         (\$13,138)         (\$13,137,190         \$71,536         \$148,23                                                                                                                                                                                     | IERCA investment                   | 250        | 1,000       | 1,000           | 750        | 750       |
| Financial Expenses       \$1,323       \$9       \$9       \$8       \$10         Interest       9,756       2,669       2,669       2,350       2,350         Principal       9,007       4,540       4,540       4,672       4,672         TOTAL DEBT SERVICE       \$20,086       \$7,219       \$7,219       \$7,030       \$7,032         TRANSFERS IN (OUT)       \$7,011       \$7,601       \$6,088       \$8,385       \$2,831         Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital Contribution       \$7,209       (8,679)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (5,5,323)         FUND BALANCE           \$2,92,191       \$123,392       \$137,190         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE SUMMARY           \$2,202       \$2,303         Capital Construction                                                                                                                                                                                                                                                                                                            | TOTAL CAPITAL PROGRAM              | \$70,460   | \$202,296   | \$202,954       | \$154,677  | \$134,929 |
| Financial Expenses       \$1,323       \$9       \$9       \$8       \$10         Interest       9,756       2,669       2,669       2,350       2,350         Principal       9,007       4,540       4,540       4,672       4,672         TOTAL DEBT SERVICE       \$20,086       \$7,219       \$7,219       \$7,030       \$7,032         TRANSFERS IN (OUT)       \$7,011       \$7,601       \$6,088       \$8,385       \$2,831         Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital Contribution       \$7,209       (8,679)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (5,5,323)         FUND BALANCE           \$2,92,191       \$123,392       \$137,190         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE SUMMARY           \$2,202       \$2,303         Capital Construction                                                                                                                                                                                                                                                                                                            |                                    |            |             |                 |            |           |
| Interest         9,756         2,669         2,669         2,350         2,350           Principal         9,007         4,540         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,136)         (3,148)           Capital - Connection Fees Allocation         (7,909)         (8,679)         (8,679)         (4,295)         (5,006)           TOTAL INTERFUND TRANSFERS IN (OUT)         (\$3,817)         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         (\$18,321)         (\$152,318)         (\$155,001)         (\$51,856)         \$11,045           Beginning Fund Balance July 01         310,512         275,709         292,191         123,392         137,190           ENDING FUND BALANCE AT JUNE 30*         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           RESERVE BALANCE SUMMARY         Capital Construction         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303 <td>DEBT SERVICE</td> <td></td> <td></td> <td></td> <td></td> <td></td>                                                                        | DEBT SERVICE                       |            |             |                 |            |           |
| Principal         9,007         4,540         4,672         4,672           TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,136)         (3,148)           Capital - Connection Fees Allocation         (7,909)         (8,679)         (4,295)         (5,006)           TOTAL INTERFUND TRANSFERS IN (OUT)         (\$3,817)         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         \$10,512         275,709         292,191         123,392         137,190           Reserve BALANCE SUMMARY         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           Operating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           Corpating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1                                                                                                                                                       | Financial Expenses                 | \$1,323    | \$9         | \$9             | \$8        | \$10      |
| TOTAL DEBT SERVICE         \$20,086         \$7,219         \$7,030         \$7,032           TRANSFERS IN (OUT)         Capital Contribution         \$7,211         \$7,601         \$6,088         \$8,385         \$2,831           Debt Service         (3,118)         (3,138)         (3,138)         (3,136)         (3,148)           Capital - Connection Fees Allocation         (7,909)         (8,679)         (8,679)         (4,295)         (5,006)           TOTAL INTERFUND TRANSFERS IN (OUT)         (\$3,817)         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         Net Income (Loss)         (\$18,321)         (\$152,318)         (\$155,001)         (\$51,856)         \$11,045           Beginning Fund Balance July 01         310,512         275,709         292,191         123,392         137,190           ENDING FUND BALANCE AT JUNE 30*         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           RESERVE BALANCE SUMMARY         Operating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$1,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         \$1,455         33,067                                                                                                                        | Interest                           | 9,756      | 2,669       | 2,669           | 2,350      | 2,350     |
| TRANSFERS IN (OUT)       \$7,211       \$7,601       \$6,088       \$8,385       \$2,831         Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital - Connection Fees Allocation       (7,909)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (\$5,323)         FUND BALANCE        (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$1,455       \$2,273       \$2,280       \$2,302       \$2,303         Capital Construction       \$1,3434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       \$1,3434       \$1,449       \$25,326       \$1       \$86,735         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                                       | Principal                          | ,          |             | ,               |            | ,         |
| Capital Contribution       \$7,211       \$7,601       \$6,088       \$8,385       \$2,831         Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital - Connection Fees Allocation       (7,909)       (8,679)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (\$5,323)         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$14,455       \$2,273       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                       | TOTAL DEBT SERVICE                 | \$20,086   | \$7,219     | \$7,219         | \$7,030    | \$7,032   |
| Capital Contribution       \$7,211       \$7,601       \$6,088       \$8,385       \$2,831         Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital - Connection Fees Allocation       (7,909)       (8,679)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (\$5,323)         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$14,455       \$2,273       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                       |                                    |            |             |                 |            |           |
| Debt Service       (3,118)       (3,138)       (3,138)       (3,136)       (3,148)         Capital - Connection Fees Allocation       (7,909)       (8,679)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (\$5,323)         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         RESERVE BALANCE SUMMARY       \$1,455       \$2,273       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       91,465       33,067       35,979       32,567       35,479         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                |                                    | 4          | 4           | 4               |            |           |
| Capital - Connection Fees Allocation       (7,909)       (8,679)       (4,295)       (5,006)         TOTAL INTERFUND TRANSFERS IN (OUT)       (\$3,817)       (\$4,217)       (\$5,729)       \$954       (\$5,323)         FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         RESERVE BALANCE SUMMARY       \$1,455       \$2,273       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       91,465       33,067       35,979       32,567       35,479         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                                                                                                                         |                                    |            |             |                 |            |           |
| FUND BALANCE         (\$1,8,321)         (\$4,217)         (\$5,729)         \$954         (\$5,323)           FUND BALANCE         (\$18,321)         (\$152,318)         (\$155,001)         (\$51,856)         \$11,045           Beginning Fund Balance July 01         310,512         275,709         292,191         123,392         137,190           ENDING FUND BALANCE AT JUNE 30*         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           RESERVE BALANCE SUMMARY         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                        |                                    |            |             |                 |            |           |
| FUND BALANCE       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         RESERVE BALANCE SUMMARY       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         Capital Construction       \$1,455       \$2,273       \$2,280       \$2,302       \$2,303         CCRA Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |            |             |                 |            |           |
| Net Income (Loss)       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         RESERVE BALANCE SUMMARY       \$292,191       \$123,392       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       91,465       33,067       35,979       32,567       35,479         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TOTAL INTERFOND TRANSFERS IN (OUT) | (\$3,817)  | (\$4,217)   | (\$5,729)       | 3954       | (\$5,323) |
| Net Income (Loss)       (\$18,321)       (\$152,318)       (\$155,001)       (\$51,856)       \$11,045         Beginning Fund Balance July 01       310,512       275,709       292,191       123,392       137,190         ENDING FUND BALANCE AT JUNE 30*       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235         RESERVE BALANCE SUMMARY       \$292,191       \$123,392       \$2,280       \$2,302       \$2,303         Capital Construction       \$13,434       \$1,449       \$25,326       \$1       \$86,735         CCRA Capital Construction       91,465       33,067       35,979       32,567       35,479         Debt Service & Redemption       185,837       86,603       73,604       36,666       23,718         ENDING BALANCE AT JUNE 30       \$292,191       \$123,392       \$137,190       \$71,536       \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |            |             |                 |            |           |
| Beginning Fund Balance July 01         310,512         275,709         292,191         123,392         137,190           ENDING FUND BALANCE AT JUNE 30*         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           RESERVE BALANCE SUMMARY         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | (\$18 321) | (\$152 318) | (\$155.001)     | (\$51.856) | \$11 045  |
| ENDING FUND BALANCE AT JUNE 30*         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235           RESERVE BALANCE SUMMARY                       \$137,190         \$71,536         \$148,235                      \$137,190         \$71,536         \$148,235             \$148,235          \$2,302         \$2,303          \$148,235          \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303         \$2,303<                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |            |             |                 |            |           |
| RESERVE BALANCE SUMMARY         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |            |             |                 |            |           |
| Operating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    | +====      | +==0,000    | <i>+_0/,_00</i> | <i></i>    | += :0,200 |
| Operating Contingency         \$1,455         \$2,273         \$2,280         \$2,302         \$2,303           Capital Construction         \$13,434         \$1,449         \$25,326         \$1         \$86,735           CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | RESERVE BALANCE SUMMARY            |            |             |                 |            |           |
| Capital Construction\$13,434\$1,449\$25,326\$1\$86,735CCRA Capital Construction91,46533,06735,97932,56735,479Debt Service & Redemption185,83786,60373,60436,66623,718ENDING BALANCE AT JUNE 30\$292,191\$123,392\$137,190\$71,536\$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    | \$1.455    | \$2.273     | \$2.280         | \$2.302    | \$2.303   |
| CCRA Capital Construction         91,465         33,067         35,979         32,567         35,479           Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |            |             |                 |            |           |
| Debt Service & Redemption         185,837         86,603         73,604         36,666         23,718           ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |            |             |                 |            |           |
| ENDING BALANCE AT JUNE 30         \$292,191         \$123,392         \$137,190         \$71,536         \$148,235                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    | ,          |             |                 |            |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |            |             |                 |            |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |            |             |                 |            |           |

#### INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET REGIONAL WASTEWATER OPERATIONS & MAINTENANCE FUND - SOURCES AND USES OF FUNDS (In Thousands)

|                                            | 2020/2021               | 2021/2022                | 2021/2022                | 2022/2023                           | 2022/2023                |
|--------------------------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
|                                            |                         | ADOPTED                  | AMENDED                  | ADOPTED                             | AMENDED                  |
|                                            | ACTUAL                  | BUDGET                   | BUDGET                   | BUDGET                              | MID YEAR                 |
| REVENUES                                   |                         |                          |                          |                                     |                          |
| User Charges                               | \$71,362                | \$72,924                 | \$74,726                 | \$76,203                            | \$77,349                 |
| Cost Reimbursement JPA                     | 4,175                   | 4,461                    | 4,461                    | 4,595                               | 4,595                    |
| Contract Cost Reimbursement                | 101                     | 75                       | 75                       | 75                                  | 206                      |
| Interest Revenue                           | 851<br><b>\$76,489</b>  | 1,200<br><b>\$78,660</b> | 1,200<br><b>\$80,463</b> | 1,200<br><b>\$82,073</b>            | 1,000<br><b>\$83,150</b> |
|                                            | <i>\$70,403</i>         | <i>\$10,000</i>          | <i>200,403</i>           | <i>402,073</i>                      | <i></i>                  |
| OTHER FINANCING SOURCES                    |                         |                          |                          |                                     |                          |
| Property Tax Revenues - Debt/Capital       | \$9,549                 | \$13,222                 | \$13,222                 | \$13,443                            | \$17,024                 |
| Grants                                     | (823)                   | 5,793                    | 5,793                    | 283                                 | 6,109                    |
| Other Revenues                             | 65                      | 80                       | 80                       | 80                                  | 80                       |
| TOTAL OTHER FINANCING SOURCES              | \$8,791                 | \$19,095                 | \$19,095                 | \$13,806                            | \$23,213                 |
| EXPENSES                                   |                         |                          |                          |                                     |                          |
| EXPENSES<br>Employment Expenses            | \$34,664                | \$35,662                 | \$35,662                 | \$37,142                            | \$37,142                 |
| Contract Work/Special Projects             | ,668 <sup>354,664</sup> | \$55,002<br>6,942        | 355,662<br>10,861        | \$57,142<br>4,220                   | ,142<br>7,567            |
| Utilities                                  | 6,762                   | 8,283                    | 8,283                    | 9,288                               | 8,744                    |
| Operating Fees                             | 1,193                   | 2,404                    | 2,404                    | 2,497                               | 2,541                    |
| Chemicals                                  | 5,402                   | 6,004                    | 6,450                    | 6,184                               | 8,274                    |
| Professional Fees and Services             | 2,881                   | 4,233                    | 5,015                    | 4,463                               | 5,131                    |
| Office and Administrative expenses         | 0                       | 3                        | 3                        | 3                                   | 3                        |
| Biosolids Recycling                        | 4,611                   | 4,733                    | 4,941                    | 4,875                               | 4,902                    |
| Materials & Supplies                       | 1,840                   | 2,010                    | 2,212                    | 2,048                               | 2,058                    |
| Other Expenses                             | 2,589                   | 5,170                    | 5,170                    | 5,233                               | 5,179                    |
| TOTAL EXPENSES                             | \$67,612                | \$75,446                 | \$81,003                 | \$75,954                            | \$81,541                 |
| CAPITAL PROGRAM                            |                         |                          |                          |                                     |                          |
| Work in Progress                           | \$27,212                | \$16,292                 | \$18,504                 | \$10,210                            | \$22,669                 |
| TOTAL CAPITAL PROGRAM                      | \$27,212                | \$16,292                 | \$18,504<br>\$18,504     | \$10,210<br>\$10,210                | \$22,005<br>\$22,669     |
|                                            | +=+)===                 | <i>+_0,</i>              | <i><i><i></i></i></i>    | <i>+_0,0</i>                        | +==,000                  |
| DEBT SERVICE                               |                         |                          |                          |                                     |                          |
| Financial Expenses                         | \$4                     | \$1                      | \$1                      | \$0                                 | \$0                      |
| Interest                                   | 674                     | 614                      | 614                      | 591                                 | 591                      |
| Principal<br>TOTAL DEBT SERVICE            | 761                     | 784                      | 784                      | 806                                 | 806                      |
| TOTAL DEBT SERVICE                         | \$1,440                 | \$1,398                  | \$1,398                  | \$1,398                             | \$1,398                  |
| TRANSFERS IN (OUT)                         |                         |                          |                          |                                     |                          |
| Capital Contribution                       | (\$8,511)               | (\$9,056)                | (\$9,056)                | (\$9,056)                           | (\$6,000)                |
| Debt Service                               | 124                     | 114                      | 114                      | 114                                 | 114                      |
| Operation support                          | (52)                    | (1,092)                  | (1,452)                  | (744)                               | (209)                    |
| Capital - Connection Fees Allocation       | 6,448                   | 4,769                    | 4,769                    | 2,291                               | 3,059                    |
| TOTAL INTERFUND TRANSFERS IN (OUT)         | (\$1,991)               | (\$5,264)                | (\$5,624)                | (\$7,394)                           | (\$3,035)                |
|                                            |                         |                          |                          |                                     |                          |
| FUND BALANCE<br>Net Increase (Decrease)    | (\$12,974)              | (\$645)                  | (\$6,971)                | \$922                               | (\$2,280)                |
| Beginning Fund Balance July 01             | (312,974)<br>89,725     | (3043)<br>71,989         | 76,750                   | ,922<br>71,344                      | 69,779                   |
| ENDING FUND BALANCE AT JUNE 30             | \$76,750                | \$71,344                 | \$69,779                 | \$72,267                            | \$67,499                 |
|                                            |                         |                          | . , ,                    |                                     |                          |
|                                            | 404                     | 400                      | 405                      | 400                                 | 405 010                  |
| Operating Contingies                       | \$21,145                | \$23,662                 | \$25,514                 | \$23,786                            | \$25,649                 |
| Rehabilitation/Replacement<br>Debt Service | 17,792<br>1,398         | 34,035<br>1,398          | 6,812<br>1,398           | 34,035                              | 4,378                    |
| Sinking Fund                               | 36,415                  | 1,398                    | 36,056                   | 1,417<br>13,028                     | 1,417<br>36,056          |
| ENDING BALANCE AT JUNE 30                  | \$76,750                | \$71,344                 | \$69,779                 | \$72,267                            | \$67,499                 |
| * Numbers may not tie due to rounding      | <i>ç, 0,, 3</i> 0       | φ, <u>1</u> ,944         | <i>433,113</i>           | <i><i><i><i>q</i>12,201</i></i></i> |                          |

\* Numbers may not tie due to rounding

#### INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET RECYCLED WATER FUND - SOURCES AND USES OF FUNDS (In Thousands)

|                                                                   | 2020/2021                | 2021/2022                | 2021/2022                | 2022/2023                | 2022/2023                |
|-------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                                                                   | · ·                      | ADOPTED                  | AMENDED                  | ADOPTED                  | AMENDED                  |
|                                                                   | ACTUAL                   | BUDGET                   | BUDGET                   | BUDGET                   | MID YEAR                 |
| REVENUES                                                          |                          |                          |                          |                          |                          |
| Interest Revenue                                                  | \$222                    | \$533                    | \$533                    | \$540                    | \$564                    |
| Water Sales                                                       | 18,095                   | 17,290                   | 17,290                   | 17,610                   | 17,610                   |
| TOTAL REVENUES                                                    | \$18,316                 | \$17,823                 | \$17,823                 | \$18,150                 | \$18,174                 |
| OTHER FINANCING SOURCES                                           |                          |                          |                          |                          |                          |
| Property Tax - Debt/Capital                                       | \$2,170                  | \$2,299                  | \$2,299                  | \$2,338                  | \$2,961                  |
| Connection Fees                                                   | 5,700                    | 8,399                    | 8,399                    | 8,653                    | 8,653                    |
| Debt Proceeds                                                     | 0                        | 0                        | 0                        | 0                        | 15,000                   |
| Grants                                                            | 10,692                   | 0                        | 0                        | 0                        | 520                      |
| Capital Contract Reimbursement                                    | 0                        | 92                       | 92                       | 93                       | 93                       |
| Other Revenues                                                    | 97                       | 0                        | 0                        | 0                        | 0                        |
| TOTAL OTHER FINANCING SOURCES                                     | \$ 18,660                | \$ 10,790                | \$ 10,790                | \$ 11,084                | \$ 28,160                |
| EXPENSES                                                          |                          |                          |                          |                          |                          |
| Employment Expenses                                               | \$5,022                  | \$6,034                  | \$6,034                  | \$6,284                  | \$6,284                  |
| Contract Work/Special Projects                                    | 544                      | 1,215                    | 1,215                    | 710                      | 1,335                    |
| Utilities                                                         | 2,474                    | 3,554                    | 3,554                    | 4,086                    | 4,046                    |
| Operating Fees                                                    | 5                        | 10                       | 10                       | 10                       | 10                       |
| Professional Fees and Services                                    | 464                      | 1,322                    | 1,389                    | 1,348                    | 1,323                    |
| Office and Administrative expenses                                | 1                        | 38                       | 38                       | 39                       | 39                       |
| Materials & Supplies                                              | 107                      | 109                      | 138                      | 113                      | 170                      |
| Other Expenses                                                    | 731                      | 1,382                    | 1,382                    | 1,404                    | 1,415                    |
| TOTAL EXPENSES                                                    | \$9,348                  | \$13,664                 | \$13,760                 | \$13,993                 | \$14,621                 |
| CAPITAL PROGRAM                                                   |                          |                          |                          |                          |                          |
| Work In Progress                                                  | \$3,626                  | \$2,480                  | \$2,532                  | \$5,550                  | \$13,750                 |
| TOTAL CAPITAL PROGRAM                                             | \$3,626                  | \$2,480                  | \$2,532                  | \$5,550<br>\$5,550       | \$13,750                 |
|                                                                   |                          |                          |                          |                          |                          |
| DEBT SERVICE                                                      | **                       | 4-                       | 4-                       | 4-                       | 4-                       |
| Financial Expenses                                                | \$1                      | \$5                      | \$5                      | \$5                      | \$5                      |
| Interest                                                          | 2,897                    | 3,236                    | 3,236                    | 3,016                    | 2,961                    |
| Principal                                                         | 5,773                    | 6,031                    | 6,031                    | 6,288                    | 6,214                    |
| Short Term Inter-Fund Loan TOTAL DEBT SERVICE                     | 4,933<br><b>\$13,604</b> | 3,000<br><b>\$12,273</b> | 3,000<br><b>\$12,273</b> | 5,000<br><b>\$14,309</b> | 5,000<br><b>\$14,180</b> |
|                                                                   | <u></u>                  | <i>\</i> 12,270          | <i><i><i></i></i></i>    | <i>\</i> 1,000           | <i><b></b></i>           |
| TRANSFERS IN (OUT)                                                |                          |                          |                          |                          |                          |
| Capital Contribution                                              | (\$47)                   | (\$291)                  | (\$346)                  | (\$362)                  | (\$568)                  |
| Debt Service                                                      | 2,539                    | 2,546                    | 2,546                    | 2,546                    | 2,546                    |
| Operation support                                                 | (413)                    | (1,213)                  | (1,226)                  |                          |                          |
| Water Connection Allocation                                       | (789)                    | (1,802)                  | (1,802)                  | (1,655)                  |                          |
| TOTAL INTERFUND TRANSFERS IN (OUT)                                | \$1,290                  | (\$760)                  | (\$829)                  | (\$608)                  | (\$756)                  |
| FUND BALANCE                                                      |                          |                          |                          |                          |                          |
| Net Income (Loss)                                                 | \$11,688                 | (\$564)                  | (\$780)                  | (\$5,226)                | \$3,026                  |
| Beginning Fund Balance July 01                                    | 34,974                   | 43,416                   | 46,662                   | 42,851                   | 45,882                   |
| ENDING BALANCE AT JUNE 30                                         | \$46,662                 | \$42,851                 | \$45,882                 | \$37,625                 | \$48,908                 |
| RESERVE BALANCE SUMMARY                                           |                          |                          |                          |                          |                          |
| Operating Contingency                                             | \$3,116                  | \$4,555                  | \$4,587                  | \$4,664                  | \$4,874                  |
| Capital Construction                                              |                          | 5,634                    | \$4,587<br>8,632         | \$4,004<br>146           |                          |
| Water Connection                                                  | 13,265                   |                          |                          |                          | 12,172                   |
|                                                                   | 19,472                   | 21,854                   | 21,854                   | 22,137                   | 21,184                   |
| Rehabilitation/Replacement (R&R)                                  | 1,500                    | 1,500                    | 1,500                    | 1,500                    | 1,500                    |
| Debt Service                                                      | 9,309                    | 9,309                    | 9,309                    | 9,178                    | 9,178                    |
| ENDING BALANCE AT JUNE 30 * Numbers may not total due to rounding | \$46,662                 | \$42,851                 | \$45,882                 | \$37,625                 | \$48,908                 |

\* Numbers may not total due to rounding

INFORMATION ITEM

# **3G**



# 3<sup>rd</sup> Quarter Planning & Resources Update

Richard Lao Senior Environmental Resources Planner April 2022

# **Compliance Topics**

- Air Quality
- Pretreatment and Source Control
- Wastewater & Recycled Water
- Groundwater Recharge
- Basin Plan Amendment



# **Air Quality**



- Facility Registration with South Coast Air Quality Management District (SCAQMD)
  - IERCF Valid Title V Permit (2005)

## RP-5 Permit

- Environmental Protection Agency (EPA) Review
- -Public Notification

## SCAQMD Inspections

- Philadelphia Lift Station Portable Engine (January 2022)
- -IERCF (February 2022)
- Proposed Rules and Regulations
  - California Air Resources Board (CARB) Advanced Clean Fleets
  - California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets
  - -SCAQMD Tier 4 Emergency Diesel Generators



Inland Empire Utilities Agency

MUNICIPAL WATER DISTRICT

# **Pretreatment and Source Control**



- -No Impact to Operations
- -On-going Investigation
  - Collaboration with City of Chino
  - Sewer Monitoring



| Sewerage System                                                             | Permits<br>Issued | Inspections<br>Completed | Notice of Violations<br>Issued | Notice of Violations<br>Resolved |
|-----------------------------------------------------------------------------|-------------------|--------------------------|--------------------------------|----------------------------------|
| Regional Sewerage System                                                    | 4                 | 12                       | 3                              | 2                                |
| Non-Reclaimable Wastewater System North (NRWS and Etiwanda Wastewater Line) | 1                 | 14                       | 9                              | 6                                |
| Non-Reclaimable Wastewater System South (Inland Empire Brine Line)          | 3                 | 7                        | 0                              | 1                                |

Inland Empire Utilities Agency

# Wastewater & Recycled Water

- 100% Compliance with National Pollutant Discharge Elimination System (NPDES) Permit

   Regional Water Quality Control Board (RWQCB) Water Recycling Facilities Inspections (March 2022)
- Toxicity Taskforce
  - Reviewing Standard Operating Procedure
- NPDES Permit Renewal
  - Significant Revisions
    - Asset Management Program
    - Climate Change Action Plan
    - Toxicity Requirements
    - PFAS Monitoring
    - 1,2,3-Trichloropropane (1,2,3-TCP) Monitoring
    - Wastewater Influent and Effluent Monitoring (using no approved wastewater method)

Inland Empire Utilities Agency

MUNICIPAL WATER DISTRICT



IEUA Review and Negotiations with RWQCB

# **Groundwater Recharge**



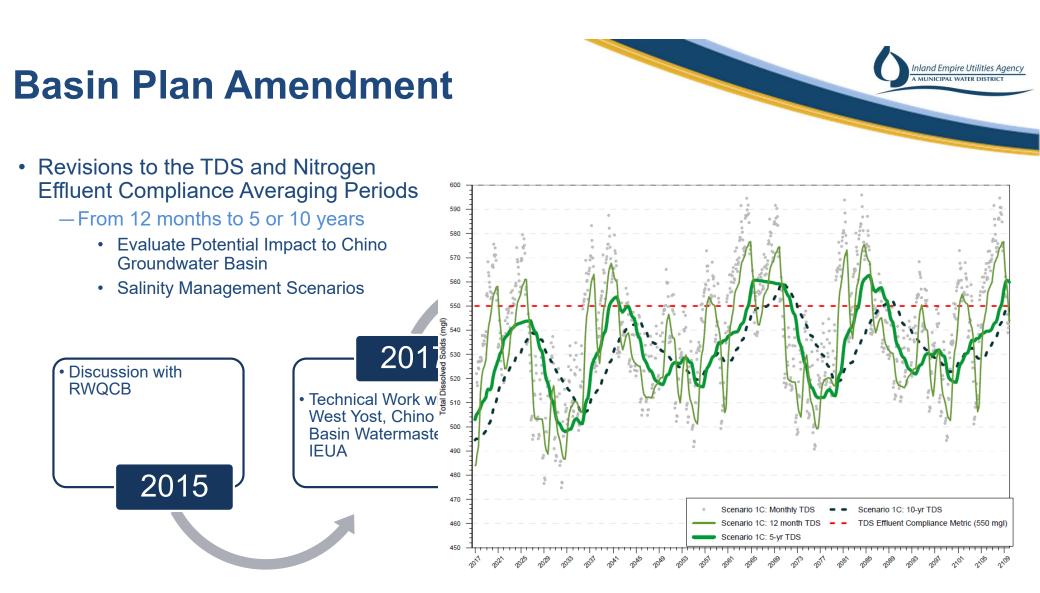
- -Accelerated Monitoring (from Quarterly to Weekly)
- Corrective Action Reports (February 2020, August 2021)
  - Investigation and Mitigation Plan
    - Test Method Review
    - Field Investigation

## PFOA Notification Level (NL) Exceedance

- -Accelerated Monitoring (from Quarterly to Weekly)
  - Negotiations with Division of Drinking Water (DDW) and RWQCB
    - Monitoring Reduction Request
- Corrective Action Reports (February 2020, November 2021, April 2022)
  - Dry Weather Diversion Evaluation
  - Source Control Program Investigation
  - University of California Irvine (UCI) PFAS Research Project

Inland Empire Utilities Agency

MUNICIPAL WATER DISTRICT



INFORMATION ITEM

# **3H**

# INNOVATIVE FEDERAL STRATEGIES, LLC

Comprehensive Government Relations

### MEMORANDUM

| To:   | IEUA Community and Legislative Affairs Committee |
|-------|--------------------------------------------------|
| From: | Letitia White, Jean Denton, and Drew Tatum       |
| Date: | March 31, 2022                                   |
| Re:   | March Monthly Legislative Update                 |

### White House Releases FY23 Budget Blueprint

President Joe Biden's \$5.8 trillion fiscal 2023 budget proposal, released on Monday, March 28, calls for boosted funding for health, manufacturing, and environmental programs while taming a federal deficit that skyrocketed in recent years.

The Departments of Commerce, Health and Human Services, and Veterans Affairs would get some of the biggest increases under Biden's plan, though lawmakers often ignore key proposals in the president's budget. The document projects a fiscal 2023 deficit of nearly \$1.2 trillion, or 4.5% of GDP, down from a peak of \$3.1 trillion, or 14.9% of GDP, in 2020.

The White House proposal calls for \$1.6 trillion for discretionary funds, including \$813 billion for defense-related programs and \$769 billion for domestic spending. That compares to \$1.5 trillion enacted in the fiscal 2022 omnibus spending bill signed by Biden this month, which had \$782 billion for defense and \$730 billion for domestic spending.

Those figures include a proposal to increase federal pay for military and civilian employees by 4.6%.

Biden's plan sets aside the debate over key legislative proposals included in his previous "Build Back Better" agenda, including tax increases on the wealthy, climate spending, and prescription drug pricing measures. Instead, officials considered any forthcoming bill to be deficit neutral, though Senator Joe Manchin (D-WV) has called for a deficit-cutting measure.

Biden has played up his work to cut the deficit from its historic highs in fiscal 2020 and 2021, when the government was responding to the Covid-19 pandemic. He called it "a budget that includes historic deficit reduction, historic investments in our security at home and abroad, and an unprecedented commitment to building an economy where everyone has a chance to succeed," in a statement. He also touted a decrease in the deficit of more than \$1 trillion in one year during his State of the Union address.

But the deficit figures under his proposal still remain high compared to recent history. His proposal calls for a fiscal 2023 deficit of nearly \$1.2 trillion, or 4.5% of GDP. That figure would hover between 4.5% and 4.9% through 2032. For comparison, the federal government ran

deficits of less than 4.5% from 2013 to 2018, according to White House Office of Management and Budget data.

Publicly held federal debt would total \$26 trillion in fiscal 2023, or 101.8% of GDP, under the document's projections. That would rise to \$39.5 trillion, or 106.7% of GDP, in 2032.

Despite the proposed nominal funding increases, the plan reflects a long-term squeeze on discretionary spending as mandatory programs such as Social Security and Medicare grow. Discretionary spending would fall from 7.3% of GDP in 2021 to 5.3% in 2032. Mandatory spending would continue a long-term increase except for a peak due to Covid-19 spending. After hitting a low point of 14.1% of GDP in 2024, it would rise to 15.7% in 2032.

The document assumes inflation would drop to a rate of 2.3% in 2023, as measured by the Consumer Price Index. The administration expects that if that number rises, spending and receipts would rise by similar amounts, keeping the debt and deficit figures at a similar level. The document calls for significant increases for manufacturing, environmental, and health programs, though Congress may ignore those proposals.

The document serves as a starting gun for Congressional negotiations on top-line defense and nondefense spending figures. House appropriators have already scheduled budget hearings this week with administration officials.

"I've been here a few years, and I don't know of any budget proposal that's been adopted into law later," Senate Appropriations Vice Chairman Richard Shelby (R-AL) told reporters in anticipation of the budget drop.

"The biggest impact of the budget is getting it here," Senator Roy Blunt (R-MO) ranking member of the Senate Appropriations Labor-HHS-Education Subcommittee, said. "And once that happens, the appropriators could start talking, and I think there's no reason to believe we couldn't get all or most of the bills done by the first of October."

Key congressional Republicans will focus on Biden's proposed funding increase for defenserelated activities. The \$813 billion under the proposal responds to higher costs of living and goods, and Russia's invasion of Ukraine may push the price tag higher. Shelby said lawmakers will have to consider elevated inflation expectations in negotiating a defense spending figure. He added that Russian President Vladimir Putin "has created a more dangerous world than we thought six months ago."

House Appropriations Chair Rosa DeLauro (D-CT) praised the budget proposal for requesting funding increases for schools, childcare, veterans' health care, and addressing opioid use.

Representative Jason Smith (R-MO), ranking member of the House Budget Committee, said the budget shows Biden "values more spending more debt, more taxes, and more pain for the American people."

### **Biden Details Oil Release Plan**

President Joe Biden said his plan to release a million barrels of oil a day from U.S. reserves for six months would lay a foundation for the country to achieve independence from foreign energy suppliers.

Biden blamed a surge in gasoline prices this year on Russian President Vladimir Putin and Russia's invasion of Ukraine, calling it "Putin's price hike." But he also criticized American oil companies that have been reluctant to increase production, and called for Congress to charge fees to firms that have unused drilling leases on federal lands.

"Companies have an obligation that goes beyond just the shareholders: to their customers, their communities and their country," Biden said Thursday, March 31 following a White House announcement of the largest-ever drawdown from the nation's Strategic Petroleum Reserve. "No American company should take advantage of a pandemic, or Vladimir Putin, to enrich themselves at the expense of American families."

Biden also announced that he would invoke Cold War-era powers to encourage domestic production of critical minerals for batteries for electric vehicles and other uses. Battery materials will join the list of items covered by the 1950 Defense Production Act. "It's time to deliver true long-term energy independence to America once and for all," Biden said. "It's not a time for politics."

He said that he expects U.S. allies will agree to release 30 million to 50 million more barrels of oil from their own reserves. Up to 180 million barrels may be released from the stockpile over the next several months, an amount the White House and oil market analysts called unprecedented. The move underscores the Biden administration's concern over rising gasoline prices and supply shortages following Russia's invasion of Ukraine.

High prices at the pump are weighing heavily on the White House's political hopes in November. The president has struggled to tame both fuel prices and wider inflation, which is at 40-year highs as the global economy adjusts from pandemic disruptions. Despite the White House's insistence last year that fuel prices would fall in 2022, they have instead risen dramatically.

## Supreme Court Judiciary Committee Vote to be Held on April 4th

Senate Judiciary Committee plans to vote on the nomination of Judge Ketanji Brown Jackson's Supreme Court nomination on April 4th.

Senator Dick Durbin (D-IL), chairman of the committee, announced that the Senate Judiciary Committee will hold an executive business meeting on Monday, March 29 at the end of the second day of questioning. Committee rules, however, allow any senator to request that an item—be it legislation or a nomination—be held over for a week. As has been the recent practice of both parties, Republicans requested that the nomination be held over for a week, making the actual vote April 4th.

Jackson will most like face a tied party line vote in committee. While two Republican Senators on committee, Senators John Cornyn (R-TX) and Senator Lindsey Graham (R-SC) previously advanced her nomination to the DC Circuit Court of Appeals, both Senators have announced their opposition to her nomination to the Supreme Court.

The tie vote, however, will not sink her nomination as Senate Majority Leader Chuck Schumer (D-NY) can still bring her nomination to the floor by moving to discharge the nomination from the Senate Judiciary Committee. That vote requires a simple majority, which Democrats are expected to have with Senator Susan Collins (R-ME) announcing her support of the nomination.

Jackson's confirmation hearings largely went as expected during the week of March 21. Few new details emerged about her record. Republicans largely focused on her sentencing record, noting they believed she was too lenient as trial court judge in sentencing defendants in child pornography cases. They also focused on what they called a lack of a "judicial philosophy" from Jackson. She countered those arguments by noting she had a general methodology when approaching cases.

## Senator Manchin Reopens Social Spending Talks

Senator Joe Manchin (D-WV) has restarted conversations concerning the social spending package he effectively tanked in December.

Senator Manchin told Democrats that a vote on the package must take place before the August recess.

The West Virginian told them he believed it to be possible to reach a deal addressing climate change, prescription drug prices, and the tax code. He does, however, want concessions for oil and gas to be made on drilling in the Gulf of Mexico. The Department of Interior has been slow to draft a five-year plan for offshore oil and leasing gas in federal waters as the current one is slated to expire at the end of June.

On Wednesday, Senator Joe Manchin also outlined some energy policy he would be in favor of - these include a tax credit for clean energy manufacturing and legislation that replaces fossil fuel with advanced nuclear power.

A spokesperson for Senator Manchin told the Hill that the Senator is "always willing to engage in discussion about the best way to move our country forward."

Senate Finance Committee Chairman Ron Wyden (D-OR) said he anticipates senators will focus on a reconciliation bill after they return from their April break. "It's the starting point of the next round of the debate," Wyden said on March 24 while speaking remotely at a conference organized by the American Council on Renewable Energy in Washington.

Wyden said no decisions have been made on whether to include a corporate minimum tax versus a raise in the corporate tax rate.

"Until 50 United States senators have given a final emphatic indication on what they'll support, we continue to have this discussion," Wyden said in response to a question about pay-fors.

### House Republicans Lay Out Policy Agenda through Midterm

House Republicans took their annual issues retreat from Wednesday, March 23 through Friday March 25. They spent time designing a legislative blueprint to that they will use as a messaging tool leading up to the midterm elections on how they would govern if they took the majority next year.

They are calling their plan the "Commitment to America" which is a nod to the "Contract with America" on which Republicans campaigned when they won control of the House in 1994 after being out of power for over 40 years.

The plan will be finalized around August and will give Republicans a unified policy message to back to constituents on the campaign trail.

Representative Michael McCaul (R-TX) said the main aim of the retreat was to "get the entire conference together on these issues so we're not having these divisions you're seeing with the Democrats right now" and that Minority Leader Kevin McCarthy (R-CA) was "trying to be very inclusive, to get everyone's input."

For Representative McCarthy, the retreat was a way to ensure that members have buy-in with the plan and to ensure there are no divergences within his conference.

Representative John Katko (R-NY) said that the blueprint is "something that Democrats didn't do at the beginning of their term, and they squandered a huge opportunity."

Representative McCarthy and his colleagues have been working on the blueprint for nearly a year. The blueprint includes seven task forces including: Jobs and the Economy; Big Tech Censorship and Data; Future of American Freedoms; Energy, Climate, and Conservation; American Security; Healthy Future and China Accountability.

### White House Environmental Equity Screening Tool Faulted on Data

A White House tool to help agencies and departments identify communities long suffering from pollution and other inequities shows promise but also gaps in fully understanding the communities, according to advocates.

Environmental justice and public health advocates have been testing a beta version of the Climate and Economic Justice Screening Tool since its release last month by the White House Council on Environmental Quality. The tool assesses census tracts using eight metrics including legacy pollution and access to renewable energy and clean transportation.

Drawing on similar tools used for years by EPA and a handful of states, the goal is to deliver on President Joe Biden's Justice40 pledge to direct 40% of the benefits of climate, clean energy, and other funding to communities bearing the brunt of pollution.

Thus far those efforts are "more declarations of good intentions" than a marked shift in federal attention to such communities, Paul Mohai, a University of Michigan professor who co-founded the university's environmental justice program, said at a forum held Thursday by Resources for the Future research group.

CEQ's tool is hamstrung in part by varying quality of data, the absence of "community-input" health information, and unanswered questions over whether the data is sufficient to generate rankings for communities most in need, Mohai said.

"I see this as the beginning stage, but I do see a lot of potential for these kinds of tools in the future," he said.

The screening tools launched so far by states in New England along with California, Michigan, Minnesota, Colorado, and Maryland, show in some cases how a more local focus can help provide tools to better understand what communities are most in need, according to Sacoby Wilson, director for the University of Maryland's Center for Community Engagement, Environmental Justice, and Health.

But "as you get to the Deep South, there's not state-level tools," Wilson said, which has meant too little attention on disadvantaged communities that are among the hardest hit by legacy pollution and other inequities.

Such inattention suggests many communities are suffering "contamination without representation," he said.

**Speaker Pelosi Calls on White House to Request New Covid Aid; Senate Negotiates** On Thursday, March 17 Speaker of the House Nancy Pelosi (D-CA) said she has asked the Biden administration to seek more funding in emergency COVID-19 relief citing it will cost more than \$40 billion for the testing, vaccine and therapeutic needs of the United States.

Initially, the President requested \$22.5 billion in funding, a number which dropped to \$15.6 billion in negotiations to include the funding in the Consolidated Appropriations Act, 2022—funding that was later stripped from the bill.

Pelosi said that even the original \$22.5 billion was too small a number.

"I think they should be double what they asked for, because even when they were asking for like 20-some [billion dollars] it was only going to get us to June," Speaker Pelosi said at a press conference.

The Administration said that the \$22.5 billion would cover the "immediate needs" of the pandemic response over the span of a few months. The bulk of the funding, \$18.25 billion, would go to the Department of Health and Human Services.

Republicans, however, pushed back saying it was too high and negotiated a reduction to \$15.6 billion, which was fully offset. The final agreement, however, was rejected by rank-and-file Democrats because the offsets included rescinding \$7 billion from state COVID-19 relief funds. That opposition ultimately resulted in the COVID supplemental being pulled from the broader government funding bill.

Speaker Pelosi said Thursday that whatever bill comes forward will be fully paid forever.

"What I've said to the administration is ... you must ask for more. Because we need more, and you can't expect money, this [bill], to turn around just like that because the legislative process takes time. We want it to be bipartisan; we need it to be paid for. And so let's just go for a bigger chunk," she said.

Pelosi has suggested she hopes to move quickly, though the timeline is still not clear.

Despite calls from the Speaker, a bipartisan group of Senators, led by Majority Leader Chuck Schumer (D-NY) and Senator Mitt Romney (R-UT) have been negotiating a smaller package that could pass the Senate before the chamber leaves for the traditional two week Easter recess.

Those lawmakers have an agreement in principle on \$10 billion in Covid-19 aid, including offsets for the full cost.

Senator Romney said Republicans were waiting for an analysis from the Congressional Budget Office. He said \$1 billion in global vaccine funding could be added at the request of Democrats, but that other funding would have to be cut to keep the total at \$10 billion.

International vaccine funding is important to key Democrats. House Appropriations Chair Rosa DeLauro (D-CT) has said she wants "to make sure that international is in" the next Covid-response legislation passed by Congress.

The agreement in principle would be fully paid for, partly by pulling back unspent funds previously appropriated for pandemic aid to businesses. The remaining "pay-fors" have not yet been announced.

## Panel Explores Changes to Wastewater Funding Formula

The Senate Environment and Public Works Committee held a hearing on Wednesday, March 16 regarding the Clean Water State Revolving Loan Fund Formula.

During the hearing, a number of Senators express concerns about how the original formula for the CWSRF was developed for wastewater infrastructure upgrades and expressed support for

refining the formula to prioritize environmental justice and actual need for wastewater investments.

"No one knows why the formula was created the way it was," Senator Ben Cardin (D-MD) said during the hearing about possible ways to update the formula used for the Clean Water State Revolving Fund.

Senator Dan Sullivan (R-AK) said he doesn't want the formula to focus mainly on a state's population, and that it must address environmental justice.

The Fund was established in 1987 as an amendment to the Clean Water Act to provide money to states to fund loans that would help build local wastewater treatment plants, control water pollution, protect estuaries and pay for other water quality projects. The Environmental Protection Agency administers the fund, which is passed down to the States for project selection and implementation.

The Infrastructure Investments and Jobs Act (bipartisan infrastructure bill) infused the fund with \$12.7 billion spread out over the next several fiscal years. That includes \$1 billion to pay for remediation of emerging contaminants such as PFAS, or per- and polyfluoroalkyl substances, that have been used in nonstick cookware and firefighting foam.

The formula for allocating the funding has been tweaked but not significantly updated since 1987, Jonathan Ramseur, a Congressional Research Service policy specialist, said at the hearing. The current formula provides states money based on "some combination" of wastewater needs, population and other factors, but the law doesn't describe those factors and how they are weighted, nor does it factor in new census numbers, Ramseur said.

The EPA has determined that the current funding formula doesn't provide states enough funding based on their infrastructure needs and population, Ramseur said.

States benefit from the fund unevenly. The fund's biggest winner in 2021 was New York, which received more than \$175 million. California, the most populous state, received about \$114 million. The least populous states, including Wyoming and Vermont, received about \$7.9 million.

Ramseur said Congress has the option to model the Clean Water SRF after the Drinking Water State Revolving Fund, a similar program dedicated to drinking water systems that allots money to states based on a needs survey conducted by the EPA every four years.

Some previous efforts to update the formula focused solely on making a state's population the primary factor in allocating funds. But rural states protested, saying the wastewater infrastructure needs in their states eclipse their populations.

"Need varies across states" based on population growth, and age and condition of existing infrastructure, Senator Shelly Moore Capito (R-WV) said.

A formula based on population "may not reflect all of the needs within a state," Laura Watson, director of the Washington State Department of Ecology, said at the hearing. Environmental justice and each system's state of repair should be prioritized in the formula, she said.

#### Senate Democrats Eye Clean Grid Legislation

The U.S. electric sector would be required to better plan for power grid upgrades to accommodate the renewable energy rollout while more frequently reporting greenhouse gas emissions data to federal energy regulators, according to legislation that Senate Democrats unveiled Thursday, March 17.

The bill, called the Charge Act of 2022, aims to spur growth of power lines and infrastructure by expanding oversight of the Federal Energy Regulatory Commission, the five-member panel that oversees the interstate flow of power and the wholesale power market.

Clean energy generators have struggled to connect to the power grid because of a lack of wires to move the power from solar and wind farms to consumers. The bill's title is an acronym for the chief goal of the drafters: Connecting Hard-to-Reach Area with Renewably Generated Energy.

"Right now, the United States relies on two-lane roads for our electricity traffic when we need a renewable energy superhighway," Senator Ed Markey (D-MA) said in a statement.

Markey's cosponsors include some of the Senate's biggest climate advocates: Tina Smith (D-MN), Elizabeth Warren (D-MA), and Sheldon Whitehouse (D-RI).

Democrats are seeking a path forward on climate priorities as its main vehicle, the Build Back Better Act, stalls in the Senate. The bill also comes amid a renewed push to build out U.S. energy production and lessen reliance on adversarial countries.

"Putin's invasion of Ukraine has given Americans a bitter lesson about our reliance on fossil energy," Smith said, adding, "no foreign dictator can tell us when the wind blows or the sun shines."

The legislation comes as the energy commission considers an overhaul of transmission planning, facing thorny disputes on how to spread out the costs for long-range projects that can cross multiple states. New rules could arrive by the end of this year, the commission has said.

The Charge Act would require FERC to go further by establishing a minimum reliability standard among regions of the country. Such a standard would limit damaging power outages during extreme weather events, such as when Winter Storm Uri knocked out power in Texas and Oklahoma. Back-up generation from neighboring regions was limited during that cold snap, the commission found.

The emissions reporting rule would require utilities to submit hourly data to the Energy Information Administration, which would post the data online. More granular emissions data

would give grid planners certainty that new power line projects are leading to emissions reductions, energy analysts have argued.

The bill would also require the commission to eliminate policies that could prevent renewable generators from participating in wholesale power markets if they receive state subsidies.

Renewable energy and some nuclear plants that receive state incentives faced barriers to those markets in PJM Interconnection, which coordinates the flow of power through 13 Eastern states and Washington, D.C. The commission scaled back, but did not eliminate, PJM's pricing rule last year.

A summary of the legislation, as prepared by Senator Markey's office, can be found here: <u>https://www.markey.senate.gov/imo/media/doc/CHARGE%20Act\_One%20Pager.pdf</u>

#### **Congress Completes Work on Omnibus Appropriations Package**

On Wednesday, March 9, the House passed H.R.2471, the legislative vehicle for the \$1.5 trillion Consolidated Appropriations Act for fiscal year 2022. The House used a procedure via the rule for consideration of the legislation to "divide the question" on different sections of the bill, which resulted in a "security" related vote and a "non-security" related vote. Democrats did this because they expected to lose progressive votes on the security portions of the legislation that funded the Defense Department, Homeland Security, and other related bills.

The security division passed by a vote of 361 to 69. 155 Republicans joined all but 15 Democrats in support. The non-security division passed 260 to 171, with one Democrat voting Present. Only 39 Republicans voted for that portion of the legislation.

Even though the House "divided the question," the bill only required one vote for final passage in the Senate. The Senate passed the legislation on Thursday, March 10 by a vote of 68-31. In order to get a unanimous consent agreement to expedite consideration of the legislation, Senators also took votes on three amendments, all of which failed. Amendments included one offered by Senator Mike Lee (R-UT) that would have prevent vaccine requirements, one from Senator Mike Braun (R-IN) that would have remove all earmarks from the bill, and an amendment from Senator John Kennedy (R-LA) that would have provide \$2 billion in disaster aid for areas affected by Hurricanes Laura, Delta, and Ida in 2020 and 2021.

The legislation took several days to be "enrolled" by the House and Senate, meaning it was not signed into law until Tuesday, March 15. With the legislation's enactment, all federal agencies will be funded through the end of the fiscal year on September 30, 2022.

The omnibus appropriations bill included a 6.7% increase for non-defense spending and increases defense funds by 5.6%. The package also included earmarks for the first time since they were banned in 2011, and it included a Ukrainian aid supplemental bill with around \$13.6 billion in support for the nation in response to the Russian invasion.

#### During State of the Union, Biden Asks for Unity Amidst Discord

On Tuesday, March 1, the President addressed the nation asking Americans to rally behind a shared political vision and against foes causing geopolitical woe.

The President opened his remarks condemning the Russian invasion of Ukraine, which was met with bipartisan applause. He called upon lawmakers to stand up to President Vladimir Putin and said that the Russian dictator had "no idea what's coming."

He went on to say that the war in Ukraine was "badly miscalculated" and that the war would leave Russia much weaker. The President announced that the United States would close its airspace to Russian airlines, following the European nations in their decision to do so.

The President spoke with optimism about the fight against COVID-19, praising the perseverance of the American people during the pandemic. He also said that over one million of Pfizer's antiviral pills, which are used to treat Covid, will be ready in March and that the United States is launching a program in which people can receive tests at pharmacies and free antiviral pills if they test positive.

On this vein, he introduced his "unity agenda" which includes certain unifying topics such as combating cancer and opioid abuse, giving aid to veterans, and bolstering mental health services.

President Biden said, "There's something happening in America. Just look around and you'll see an amazing story."

Regarding inflation, which the President named as one of his top priorities, he offered elements of his stalled "Build Back Better" agenda as a way of tempering the surging prices. The President claimed that the agenda would cut costs to child-care and energy which would alleviate some of the financial strain.

Of inflation the President said, "With all the bright spots in our economy, record job growth and higher wages, too many families are struggling to keep up with the bills."

The President also praised the investments made by the bipartisan infrastructure law and extolled the virtues of becoming more resilient with regards to climate change. He touted combating climate change as a way to build a stronger and more economically secure nation. The President promised that investments in clean energy would cut families' energy costs to an average of \$500 year.

The text of President Biden's full speech can be found here: <u>https://www.whitehouse.gov/state-of-the-union-2022/</u>

#### **Congressional Retirements**

Below is a list of Members and Senators who have announced they will not be seeking reelection to their current seat next Congress. While many are retiring, others have announced they will seek other office.

| Departing Senators       | Party | State          | Reason                            |
|--------------------------|-------|----------------|-----------------------------------|
| Richard Burr             | R     | North Carolina | Retiring                          |
| Pat Toomey               | R     | Pennsylvania   | Retiring                          |
| Rob Portman              | R     | Ohio           | Retiring                          |
| Richard Shelby           | R     | Alabama        | Retiring                          |
| Roy Blunt                | R     | Missouri       | Retiring                          |
| Patrick Leahy            | D     | Vermont        | Retiring                          |
| Jim Inhofe               | R     | Oklahoma       | Retiring before end of term       |
|                          |       |                |                                   |
| <b>Departing Members</b> | Party | District       | Reason                            |
| Ann Kirkpatrick          | D     | AZ-02          | Retiring                          |
| Tom Reed                 | R     | NY-23          | Retiring                          |
| Jody Hice                | R     | GA-10          | Running for GA Secretary of State |
| Filemon Vela             | D     | TX-34          | Retiring                          |
| Mo Brooks                | R     | AL-05          | Running for Senate                |
| Lee Zeldin               | R     | NY-01          | Running for Governor              |
| Kevin Brady              | R     | TX-08          | Retiring                          |
| Tim Ryan                 | D     | OH-13          | Running for Senate                |
| Ted Budd                 | R     | NC-13          | Running for Senate                |
| Cheri Bustos             | D     | IL-17          | Retiring                          |
| Charlie Crist            | D     | FL-13          | Running for Governor              |
| Val Demings              | D     | FL-10          | Running for Senate                |
| Vicky Hartzler           | R     | MO-04          | Running for Senate                |
| Billy Long               | R     | MO-07          | Running for Senate                |
| Conor Lamb               | D     | PA-17          | Running for Senate                |
| Ron Kind                 | D     | WI-03          | Retiring                          |
| Anthony Gonzalez         | R     | OH-16          | Retiring                          |
| Karen Bass               | D     | CA-37          | Running for Los Angeles mayor     |
| John Yarmuth             | D     | KY-03          | Retiring                          |
| David Price              | D     | NC-04          | Retiring                          |
| Mike Doyle               | D     | PA-18          | Retiring                          |
| Anthony Brown            | D     | MD-04          | Running for Maryland AG           |
| Adam Kinzinger           | R     | IL-16          | Retiring                          |
| Jackie Speier            | D     | CA-14          | Retiring                          |
| G.K. Butterfield         | D     | NC-01          | Retiring                          |
| Eddie Bernice            | D     | TX-30          | Retiring                          |
| Johnson                  |       |                |                                   |
| Peter Welch              | D     | VT-AL          | Running for Senate                |
| Louie Gohmert            | R     | TX-01          | Running for Texas AG              |
| Tom Suozzi               | D     | NY-03          | Running for Governor              |

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| Peter Defazio         | D | OR-04 | Retiring           |
|-----------------------|---|-------|--------------------|
| Alan Lowenthal        | D | CA-47 | Retiring           |
| Stephanie Murphy      | D | FL-07 | Retiring           |
| Lucille Roybal-Allard | D | CA-40 | Retiring           |
| Albio Sires           | D | NJ-08 | Retiring           |
| Bobby Rush            | D | IL-01 | Retiring           |
| Brenda Lawrence       | D | MI-14 | Retiring           |
| Ed Perlmutter         | D | CO-07 | Retiring           |
| Trey Hollingsworth    | R | IN-09 | Retiring           |
| John Katko            | R | NY-24 | Retiring           |
| Jerry McNerney        | D | CA-09 | Retiring           |
| Jim Langevin          | D | RI-02 | Retiring           |
| Jim Cooper            | D | TN-05 | Retiring           |
| Kathleen Rice         | D | NY-05 | Retiring           |
| Ted Deutch            | D | FL-22 | Retiring           |
| Markwayne Mullin      | R | OK-02 | Running for Senate |
| Fred Keller           | R | PA-12 | Retiring           |
| Van Taylor            | R | TX-03 | Retiring           |

There are currently 5 vacancies in the House, including:

- CA-22 due to the resignation of Devin Nunes (R)
- MN-01 due to the death of Jim Hagedorn (R)
- AK-AL due to the death of Don Young (R)
- NE-01 due to the resignation of Jeff Fortenberry (R)
- TX-34 due to the resignation of Filemon Vela (D)

| Bill Number          | Sponsors                                                   | Title and/or Summary       | Summary/Status                                                                                                                                                                                       | Latest Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R.5376             | President Joe Biden /<br>Congressional Democrats           | Build Back Better Act      | The Build Back Better Act proposes<br>spending nearly \$2 trillion over a 10-<br>year period, with certain programs<br>expiring after only a year or two to<br>keep the total cost of the bill down. | Congressional Democrats hope to use<br>the budget reconciliation process to<br>pass elements of the administration's<br>American Families Plan.<br>Efforts to pass the legislation in 2021<br>were unsuccessful even after the<br>House passed a modified version of the<br>legislation.<br>Senator Joe Manchin came out in<br>opposition to the legislation in late-<br>2021, though he has recently expressed<br>a willingness to pass a scaled-back<br>version of the legislation that is paid for<br>through tax increases. He has indicated<br>that the scope of the legislation would<br>need to be limited to do a few things<br>permanently rather than create several<br>new programs for a short period of<br>time.<br>There is no currently timeline or<br>legislative language for a package that<br>may be considered in the Senate. |
| S. 29 / H.R.<br>2008 | Sen. Amy Klobuchar (D-<br>MN) / Rep. Angie Craig<br>(D-MN) | Local Water Protection Act | A bill to amend the<br>Federal Water Pollution Control Act<br>to reauthorize certain programs<br>relating to nonpoint source<br>management, and for other<br>purposes.                               | The Senate legislation was introduced<br>on January 22, 2021 and referred to the<br>Committee on Environment and Public<br>Works.<br>The legislation in the House was<br>introduced on March 18, 2021 and<br>passed the House under suspension of<br>the rules on June 15.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| H.R 1563            | Rep. Mike Garcia (R-CA)                                      | To extend the authorities under the<br>Water Infrastructure<br>Improvements for the Nation Act of<br>2016 providing operational<br>flexibility, drought relief, and other<br>benefits to<br>the State of California | The legislation would extend the<br>authorities under the Water<br>Infrastructure Improvements for the<br>Nation Act of 2016 providing<br>operational flexibility, drought relief,<br>and other benefits to the State of<br>California. The legislation would<br>extend 4007 authorities through<br>January 1, 2028.                                                                                                                                             | The legislation was introduced on<br>March 3, 2021 and was referred to the<br>House Committees on Natural<br>Resources and Science, Space, and<br>Technology.                  |
|---------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S.984 /<br>H.R.2238 | Sen. Jeff Merkley (D-OR) /<br>Rep. Alan Lowenthal (D-<br>CA) | Break Free from Plastic Pollutions<br>Act                                                                                                                                                                           | The comprehensive legislation would<br>require corporations to take<br>responsibility for pollution,<br>incentivize corporations to make<br>reusable products and items that can<br>be recycled, create a nationwide<br>beverage container refund program,<br>and other items to promote recycling<br>and other investments in U.S.<br>domestic recycling.                                                                                                       | The legislation was introduced on<br>March 25, 2021 and referred to the<br>House Committees on Energy and<br>Commerce, Ways and Means,<br>Transportation, and Foreign Affairs. |
| H.R 866             | Rep. Ken Calvert (R-CA)                                      | FISH Act                                                                                                                                                                                                            | This bill gives the Fish and Wildlife<br>Service (FWS) the sole authority to<br>protect endangered or threatened<br>species that are anadromous species<br>(species of fish that spawn in fresh or<br>estuarine waters and that migrate to<br>ocean waters) or catadromous<br>species (species of fish that spawn in<br>ocean waters and migrate to fresh<br>waters). Currently, the FWS shares<br>this authority with the National<br>Marine Fisheries Service. | The legislation was introduced on<br>February 5, 2021 and referred to the<br>House Committee on Natural<br>Resources.                                                          |

| H.R. 1015         | Rep. Grace Napolitano<br>(D-CA)                                | Water Recycling Investment and<br>Improvement Act                                                                   | This bill makes permanent, and<br>otherwise revises, the Bureau of<br>Reclamation's grant program for the<br>funding of water recycling and reuse<br>projects. Specifically, the bill removes<br>priority under the program for<br>projects in areas that, in the<br>preceding four-year period, have<br>been (1) identified as experiencing<br>severe, extreme, or exceptional<br>drought; or (2) designated as a<br>disaster area by a state. Additionally,<br>the bill increases through FY2025 the<br>authorization of appropriations for<br>the program and otherwise revises<br>provisions related to program<br>funding. | The legislation was introduced on<br>February 11, 2021 and referred to the<br>House Committee on Natural<br>Resources.                                                                                |
|-------------------|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R.1881          | Rep. John Garamendi (D-<br>CA)                                 | To amend the Federal Water<br>Pollution Control Act with respect to<br>permitting terms, and for other<br>purposes. | The legislation would extend permit<br>terms for publicly owned water<br>infrastructure projects under the<br>National Pollutant<br>Discharge Elimination System<br>(NPDES) from 5 years to a maximum<br>of 10 years.                                                                                                                                                                                                                                                                                                                                                                                                           | The legislation was introduced on<br>March 12, 2021 and referred to the<br>Committee on Transportation and<br>Infrastructure.                                                                         |
| H.R. 737          | Rep. David Valadao (R-<br>CA)                                  | RENEW WIIN Act                                                                                                      | The legislation would extend the<br>authorities under the Water<br>Infrastructure Improvements for the<br>Nation Act of 2016 providing<br>operational flexibility, drought relief,<br>and other benefits to the State of<br>California.                                                                                                                                                                                                                                                                                                                                                                                         | The legislation was introduced on<br>February 2, 2021 and referred the<br>House Committee on Natural<br>Resources.<br>10 members of the California<br>delegation have cosponsored the<br>legislation. |
| S.91 /<br>H.R.535 | Sen. Krysten Sinema (D-<br>AZ) / Rep. John<br>Garamendi (D-CA) | Special Districts Provide Essential<br>Services Act                                                                 | The legislation would include special<br>districts in the coronavirus relief fund<br>and direct the Secretary of the<br>Treasury to include special districts as<br>an eligible issuer under the Municipal<br>Liquidity Facility.                                                                                                                                                                                                                                                                                                                                                                                               | The legislation was introduced on<br>January 28, 2021, in both the House<br>and Senate. It has been referred to<br>relevant committees in both chambers.                                              |

| H.R. 2515 | Rep. Garret Graves (R-LA)     | Building U.S. Infrastructure through<br>Limited Delays and Efficient Reviews<br>(BUILDER) Act | The legislation modernizes the<br>National Environmental Policy Act<br>(NEPA) and aims to make<br>infrastructure project reviews more<br>efficient, reduce project costs, and<br>spur economic recovery.                                                                                                                                                                                                                                                                                                                                                                                                                | The legislation was introduced on April<br>14, 2021 and was referred to the House<br>Committee on Natural Resources.<br>The legislation's 46 cosponsors are all<br>Republican, including members of GOP<br>leadership. |
|-----------|-------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R. 939  | Rep. Doug LaMalfa (R-CA)      | Combustion Avoidance along Rural<br>Roads (CARR) Act                                          | The bill exempts wildfire mitigation<br>activities conducted within 300 feet<br>of a road from all laws governing<br>environmental review of proposed<br>agency actions or protection of<br>endangered or threatened species.                                                                                                                                                                                                                                                                                                                                                                                           | The legislation was introduced on<br>February 8, 2021 and was referred to<br>the House Committees on Natural<br>Resources and Agriculture.                                                                             |
| H.R.3267  | Rep. Brendan Boyle (D-<br>PA) | Protect Drinking Water from PFAS<br>Act                                                       | The bill amends the Safe Drinking<br>Water Act to require the<br>Administrator of the Environmental<br>Protection Agency to publish a<br>maximum contaminant level goal and<br>promulgate a national primary<br>drinking water regulation for total<br>per- and polyfluoroalkyl substances.                                                                                                                                                                                                                                                                                                                             | The legislation was introduced on May<br>17, 2021 and referred to the House<br>Committee on Energy and Commerce.                                                                                                       |
| S. 953    | Sen. Ron Wyden (D-OR)         | Water for Conservation and Farming<br>Act                                                     | The legislation would create a<br>Reclamation fund of \$300M to<br>support water recycling projects,<br>water-use efficiency projects and<br>dam safety projects; the<br>WaterSMART program to increase<br>water supply reliability by funding<br>infrastructure and conservation<br>projects; Establishes a grant program<br>for any Reclamation States, Tribes,<br>nonprofit conservation organizations,<br>irrigation or water districts, and<br>regional and local authorities to<br>complete habitat restoration projects<br>that improve watershed health and<br>mitigate climate change; among<br>other actions. | The legislation was introduced on<br>March 24, 2021 and referred to the<br>Committee on Energy and Natural<br>Resources.                                                                                               |

| H.R.3293               | Rep. Lisa Blunt Rochester<br>(D-DE)                             | Low-Income Water Customer<br>Assistance Programs Act                                           | The legislation would amend the Safe<br>Drinking Water Act and the Federal<br>Water Pollution Control Act to<br>establish programs to assist low-<br>income households in maintaining<br>access to drinking water and<br>wastewater services.                                                                                                                        | The legislation was introduced on May<br>18, 2021 and referred to the relevant<br>committees. The legislation has passed<br>out of the House Energy and<br>Commerce Committee by a vote of 32-<br>24 and now moves on to consideration<br>on the House floor. |
|------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R. 3286              | Rep. Raul Ruiz (D-CA)                                           | Emergency Order Assurance, Safety,<br>and Inspection of water Systems<br>(Emergency OASIS Act) | The legislation would require the EPA<br>to establish regulations to flush a<br>drinking water system if<br>contaminants were present in the<br>system for longer than six months, or<br>if water stood motionless in the<br>system for longer than six months.                                                                                                      | The legislation was introduced on May<br>17, 2021 and referred to the House<br>Committee on Energy and Commerce.                                                                                                                                              |
| H.R. 3622 /<br>S. 1907 | Rep. Chris Pappas (D-NH)<br>/ Sen. Kirsten Gillibrand<br>(D-NY) | Clean Water Standards for PFAS Act                                                             | The legislation would require the<br>Administrator of the Environmental<br>Protection Agency to develop effluent<br>limitations guidelines and standards<br>and water quality criteria for PFAS<br>under the Federal Water Pollution<br>Control Act, to provide Federal grants<br>to publicly owned treatment works to<br>implement such guidelines and<br>standards | The legislation was introduced in the<br>House on May 28, 2021, and in the<br>Senate on May 27, 2021.<br>The legislation in the House is<br>bipartisan.                                                                                                       |
| S. 2168 /<br>S.2567    | Sen. Mike Braun (R-IN) /<br>Sen. Shelley Moore<br>Capito (R-WV) | Define WOTUS Act / Navigable<br>Waters Protection Act of 2021                                  | The legislation would amend the<br>Federal Water Pollution Control Act<br>to modify the definition of navigable<br>waters, and to make the definition of<br>the "waters of the United States"<br>permanent.                                                                                                                                                          | These bills were introduced in June and<br>July of 2021 in response to the EPA's<br>announcement earlier in June of its<br>intent to rewrite the Navigable Waters<br>Protection rule.                                                                         |

| H.R. 3814 /<br>S. 717 | Rep. Liz Cheney (R-WY) /<br>Sen. Mike Lee (R-UT) | Undoing NEPA's Substantial Harm by<br>Advancing Concepts that Kickstart<br>the Liberation of the Economy Act<br>(UNSHACKLE Act) | The legislation combines the<br>following five stand-alone NEPA<br>reform bills on agency process, state<br>expansion, legal changes, and data<br>reporting into one comprehensive<br>text.<br>- NEPA Agency Process Accountability<br>Act<br>- NEPA Accountability and<br>Enforcement Act<br>- NEPA State Assignment Expansion<br>Act<br>- NEPA Legal Reform Act<br>- NEPA Data Transparency Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | The Senate legislation was introduced<br>on March 11, 2021 and referred to the<br>Committee on Environment and Public<br>Works.<br>The House legislation was introduced<br>on June 11, 2021 and referred to the<br>House Committees on Natural<br>Resources; Judiciary; Transportation<br>and Infrastructure; and Energy and<br>Commerce. |
|-----------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R. 1352             | Rep. Brenda Lawrence (D-<br>MI)                  | Water Affordability, Transparency,<br>Equity, and Reliability Act of 2021                                                       | The bill would create a trust fund to<br>support drinking water and clean<br>water infrastructure. Additionally, the<br>bill provides \$34.85 billion a year to<br>drinking water and wastewater<br>improvements; creates a water trust<br>fund; creates up to nearly 1 million<br>jobs across the economy and protect<br>American workers; prioritizes<br>disadvantaged communities with<br>grants and additional support;<br>expands funding for technical<br>assistance to small, rural, and<br>indigenous communities; funds<br>projects to address water<br>contamination from PFAS; requires<br>US EPA to study water affordability,<br>shutoffs, discrimination, and civil<br>rights violations by water providers;<br>upgrades household wells and septic<br>systems; helps homeowners replace<br>lead service lines; and provides more<br>than \$1 billion a year to update water<br>infrastructure in public schools. | The legislation was introduced on<br>February 25, 2021 and was referred to<br>the relevant committees.<br>The legislation has 86 cosponsors,<br>including 14 members of the California<br>delegation.                                                                                                                                     |

| H.R. 4647 /<br>S. 2430 | Rep. Jared Huffman (D-<br>CA) / Sen. Dianne<br>Feinstein (D-CA) | Water Conservation Rebate Tax<br>Parity Act     | The legislation would amend federal<br>tax law so that homeowners wouldn't<br>pay income tax on rebates from<br>water utilities for water conservation<br>and water runoff management<br>improvements                                                                                                                                                                                                                                                                                                                                                            | The House legislation was introduced<br>on July 22, 2021 and referred to the<br>House Committee on Ways and Means.<br>The legislation in the Senate was<br>introduced on July 22, 2021 and<br>referred to the Senate Committee on<br>Finance.                                              |
|------------------------|-----------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S.2454                 | Sen. Alex Padilla (D-CA)                                        | Water Reuse and Resiliency Act                  | The legislation would authorize \$1<br>billion over five years for the EPA's<br>Pilot Program for Alternative Water<br>Source Projects grants program. This<br>is an increase from the \$125 million<br>over five years authorized for the<br>program in the Drinking Water and<br>Wastewater Infrastructure Act passed<br>by the Senate in April.                                                                                                                                                                                                               | The legislation was introduced on July<br>22, 2021 and referred to the Senate<br>Committee on Environment and Public<br>Works.                                                                                                                                                             |
| H.R.4915               | Rep. Tom McClintock (R-<br>CA)                                  | Water Supply Permitting<br>Coordination Act     | The legislation would authorize the<br>Secretary of the Interior to<br>coordinate Federal and State<br>permitting processes related to the<br>construction of new surface water<br>storage projects on lands under the<br>jurisdiction of the Secretary of the<br>Interior and the Secretary of<br>Agriculture and to designate the<br>Bureau of Reclamation as the lead<br>agency for permit processing.                                                                                                                                                        | The legislation was introduced on<br>August 3, 2021 and referred to the<br>House Committee on Natural<br>Resources.                                                                                                                                                                        |
| H.R.4979 /<br>S.1783   | Rep. Rashida Tlaib (D-MI)<br>/ Rep. Jeff Merkley (D-<br>OR)     | Maintaining Access to Essential<br>Services Act | The legislation provides \$13.5 billion<br>in low-interest loans to public and<br>private water utilities, which will be<br>forgiven when the utility forgives<br>household water arrears; and<br>provides \$13 billion in low-interest<br>loans to power utilities, which will be<br>forgiven when the utility forgives<br>household arrears. The legislation<br>also provides \$13 billion in low-<br>interest loans to broadband utilities,<br>which will be forgiven when the<br>utility forgives household arrears. The<br>bill Requires loan recipients to | The legislation in the House was<br>introduced on August 6, 2021 and was<br>referred to the House Committees on<br>Financial Services and Ways and<br>Means.<br>The legislation in the Senate was<br>introduced on May 20, 2021 and was<br>referred to the Senate Committee on<br>Finance. |

|                      |                                                                            |                                                                   | suspend utility shutoffs and restore<br>any disconnected service, suspend<br>late fees and charges, stop the sale of<br>household debt to debt collectors,<br>stop placing or selling liens on<br>households due to outstanding utility<br>debt, and stop filing adverse reports<br>on households due to unpaid utility<br>bills to credit agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R. 4976            | Rep. Elissa Slotkin (D-MI)                                                 | Ensuring PFAS Cleanup Meets or<br>Exceeds Stringent Standards Act | The legislation directs the Secretary<br>of Defense to ensure that removal<br>and remedial actions relating to PFAS<br>contamination result in levels<br>meeting or exceeding certain<br>standards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The legislation was introduced in the<br>House on August 6, 2021 and was<br>referred to the House Committees on<br>Armed Services, Transportation and<br>Infrastructure, and Energy and<br>Commerce.                                                                                                                                                                                                                                                                                  |
| S.2372 /<br>H.R.2773 | Sen. Heinrich, Martin (D-<br>NM) / Representative<br>Debbie Dingell (D-MI) | Recovering America's Wildlife Act of 2021                         | The legislation would fund<br>conservation efforts for more than<br>12,000 species of wildlife and plants<br>in need of assistance by providing<br>\$1.3 billion in dedicated annual<br>funding for proactive, on-the-ground<br>efforts across the country, ensure<br>wildlife recovery efforts will be<br>guided by the Congressionally-<br>mandated State Wildlife Action Plans,<br>which identify specific strategies to<br>restore the populations of species of<br>greatest conservation need,<br>accelerate the recovery of 1,600 U.S.<br>species already listed as threatened<br>or endangered under the Endangered<br>Species Act, and include<br>improvements to ensure funds are<br>appropriately targeted to the areas of<br>greatest need and facilitate additional<br>investments in protecting at-risk<br>plant species. | The legislation was introduced on July<br>15, 2021 and referred to the<br>Committee on Environment and Public<br>Works.<br>The House bill was introduced on April<br>22. The House Natural Resources<br>Subcommittee on Water, Oceans, and<br>Wildlife held a hearing on the<br>legislation on July 29, 2021. On January<br>19, the legislation passed out of the<br>House Natural Resources Committee by<br>a vote of 29-15 and now moves on to<br>consideration on the House floor. |

| S. 2806 /<br>H.R. 3534 | Sen. Dianne Feinstein (D-<br>CA) / Rep. Jimmy Panetta<br>(D-CA)                                                             | Wildfire Emergency Act of 2021 | Amongst other things, the legislation<br>authorizes \$250 million over 5 years<br>for up to 20 Forest Service projects of<br>100,000 acres or greater; Establish a<br>new \$100 million grant program to<br>assist critical facilities like hospitals<br>and police stations become more<br>energy efficient and better adapted<br>to function during power shutoffs;<br>Establishes one or more Prescribed<br>Fire Centers to coordinate research<br>and training of foresters and forest<br>managers in the western United<br>States in the latest methods and | The Senate legislation was introduced<br>on September 22, 2021 and referred to<br>the Committee on Energy and Natural<br>Resources.<br>The House bill was introduced on May<br>25, 2021 and was referred to the<br>Subcommittee on Conservation and<br>Forestry.                                          |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R.6591               | Rep. Lisa McClain (R-MI) /<br>Rep. Alan Lowenthal (D-<br>CA)                                                                | PIPES Act                      | The legislation would require the<br>Administrator of the Environmental<br>Protection Agency to publish a rule<br>that establishes standards for the<br>flushability of disposable nonwoven<br>wipes.                                                                                                                                                                                                                                                                                                                                                            | The legislation was introduced on<br>February 3, 2022 and was referred to<br>the House Committee on Energy and<br>Commerce.                                                                                                                                                                               |
| H.R.4602 /<br>S.3956   | Rep. Alan Lowenthal (D-<br>CA) / Rep. Lisa McClain<br>(R-MI) and Sen. Jeff<br>Merkley (D-OR) / Sen.<br>Susan Collins (R-ME) | WIPPES Act                     | The legislation would direct the<br>Federal Trade Commission to issue<br>regulations requiring certain products<br>to have "Do Not Flush" labeling                                                                                                                                                                                                                                                                                                                                                                                                               | The legislation was introduced on July<br>21, 2021 and referred to the<br>Committee on Energy and Commerce.<br>Rep. Lowenthal introduced the stand-<br>alone bill after introducing a similar<br>amendment to the House's<br>infrastructure bill.<br>The Senate bill was introduced on<br>March 30, 2022. |
|                        |                                                                                                                             |                                | In the Senate, RAWA also directs fees<br>and penalties assessed for<br>environmental violations to help fund<br>RAWA, using fee and penalty<br>amounts that aren't already targeted<br>for existing environmental funds.                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                           |

|                        |                                                            |                                                                                                                  | innovations in prescribed fire<br>(controlled burns) practices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                      |
|------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S. 3011 /<br>H.R. 5735 | Sen. John Cornyn (R-TX) /<br>Rep. Dusty Johnson (R-<br>SD) | State, Local, Tribal, and Territorial<br>Fiscal Recovery, Infrastructure, and<br>Disaster Relief Flexibility Act | The legislation provides additional<br>flexibility for States, Tribes, and units<br>of local government to spend their<br>allocations of the COVID Relief Funds<br>on certain infrastructure projects,<br>including water, wastewater, and<br>broadband infrastructure projects.<br>The bill also allows these funds to be<br>used to provide emergency relief<br>from natural disasters. There is a<br>cap—the greater of \$10 million or<br>30% of the funds—on how much of<br>the COVID money can be spent on<br>these new purposes. | The legislation was introduced on<br>October 19, 2021 and passed the<br>Senate by unanimous consent that day.<br>Senator Alex Padilla (D-CA) is an<br>original cosponsor of the legislation.<br>The act was introduced in the House on<br>October 26 and referred to the House<br>Committee on Oversight and Reform. |
| H.R. 6461 /<br>S. 3531 | Rep. Scott Peters (D-CA) /<br>Sen. Chris Coons (D-DE)      | National Climate Adaptation and<br>Resilience Strategy Act                                                       | The legislation creates a Chief<br>Resilience Officer, among other<br>positions, that will assist the<br>President to streamline the federal<br>response to climate hazards that<br>threaten human health, safety, and<br>critical infrastructure.<br>The act also calls for a Climate<br>Adaptation and Resilience Strategy<br>that outlines the federal<br>government's response to climate<br>hazards such as sea level rise,<br>drought, biodiversity loss, and coastal<br>bank erosion.                                            | The legislation was introduced in the<br>House on January 20, 2022 and<br>referred to the Committee on Energy<br>and Commerce.<br>The legislation was introduced in the<br>Senate on January 20, 2022, read twice,<br>and referred to the Committee on<br>Homeland Security and Government<br>Affairs.               |
| H.R. 6396              | Rep. Earl Blumenauer (D-<br>OR)                            | Climate RESILIENCE Act                                                                                           | The act amends FEMA's disaster<br>definition to include extreme<br>temperature events, like heat waves<br>and freezes; changes FEMA's<br>definitions and cost share eligibility<br>requirements for disadvantaged<br>communities and underserved<br>communities; includes a focus on                                                                                                                                                                                                                                                    | The legislation was introduced in the<br>House on January 13, 2022 and<br>referred to the Committee on<br>Transportation and Infrastructure.<br>The legislation has 32 cosponsors,<br>including 8 members of the California<br>delegation.                                                                           |

|           |                                 |                                  | resiliency planning and investments;<br>provides both financial and non-<br>financial technical assistance for<br>hazard mitigation planning, as well as<br>for grant applications for small<br>impoverished and disadvantaged<br>communities; and expands Pre-<br>Disaster Mitigation Assistance<br>funding to address FEMA's<br>oversubscription issues.                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                       |
|-----------|---------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H.R.6492  | Rep. Pramila Jayapal (D-<br>WA) | Climate Resilience Workforce Act | The bill establishes a climate<br>resilience workforce in communities<br>most affected by the climate crisis. It<br>also funds the development of<br>regional, state, local, and community-<br>based climate resilience action plans.<br>The legislation creates an Office of<br>Climate Resilience within the White<br>House, starts new workforce<br>development programs, and removes<br>barriers to employment in climate<br>resilience jobs based on immigration<br>status and prior involvement with the<br>criminal justice system.                                                                         | The legislation was introduced in the<br>House on January 25, 2022 and<br>referred to the Subcommittee on<br>Conservation and Forestry.<br>The legislation has 38 cosponsors,<br>including 9 members of the California<br>delegation. |
| H.R. 6989 | Rep. Ted Lieu (D-CA)            | Housing for All Act of 2022      | This legislation would address critical<br>affordable housing shortages in<br>California and across the country by<br>investing in hotel and motel<br>conversions to permanent supportive<br>housing with supportive services;<br>investing in the Eviction Protection<br>Grant Program; investing in mobile<br>crisis intervention teams to help<br>those with medical or psychological<br>needs avoid the criminal justice<br>system; investing in libraries that<br>support people experiencing<br>homelessness; investing in programs<br>that offer a safe place to park<br>overnight and facilitate access to | The legislation was introduced in the<br>House on March 8, 2022 and referred<br>to the Subcommittee on Highways and<br>Transit.<br>The legislation has 14 cosponsors,<br>including 12 members of the California<br>delegation.        |

|        |                         |                                 | rehousing services and essential<br>services; and investing in inclusive,<br>transit-oriented development and<br>infill development |                                                                               |
|--------|-------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| S. 623 | Sen. Marco Rubio (R-FL) | Sunshine Protection Act of 2021 | This bill makes daylight saving time<br>the new, permanent standard time,<br>effective November 5, 2023.                            | The legislation passed the Senate on<br>March 15, 2022 and sent to the House. |

#### Enacted Legislation (Removed after 2 months)

| H.R. 2471 | Rep. Hakeem Jeffries (D-<br>NY) | Consolidated Appropriations Act,<br>2022 | This \$1.5 trillion bill provides<br>appropriations to federal agencies for<br>the remainder of FY22, provides<br>supplemental appropriations for<br>activities to support Ukraine, and<br>modifies or establishes various<br>programs that address a wide range<br>of policy areas. The bill includes the<br>12 regular appropriations bills that<br>fund federal agencies for FY2022. | The legislation passed the House on<br>March 9, 2022 and passed the Senate<br>the following day.<br>President Biden signed the bill into law<br>on March 15, 2022. |
|-----------|---------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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INFORMATION ITEM

# 31

#### March 25, 2022



| То:   | Inland Empire Utilities Agency    |
|-------|-----------------------------------|
| From: | Michael Boccadoro<br>Beth Olhasso |
| RE:   | March Report                      |

#### Overview:

The state has started to implement measures to address the worsening water conditions in the state. With the snowpack at just 50 percent of normal, reservoirs also hovering around 50 percent capacity, and DWR Director Nemeth recently stating that they believe snowpack peak runoff has already occurred, it is clear that the state will continue to take measures to reduce water use throughout the state. The announcement that the State Water Project will only receive a five percent allocation was just the first action we will likely see from regulators.

In a long-running dispute over water rights in California, a federal judge will allow a pair of challenged Trump-era biological opinions to remain in effect over the next three years with added safeguards that some groups complain fail to ensure the survival of endangered fish.

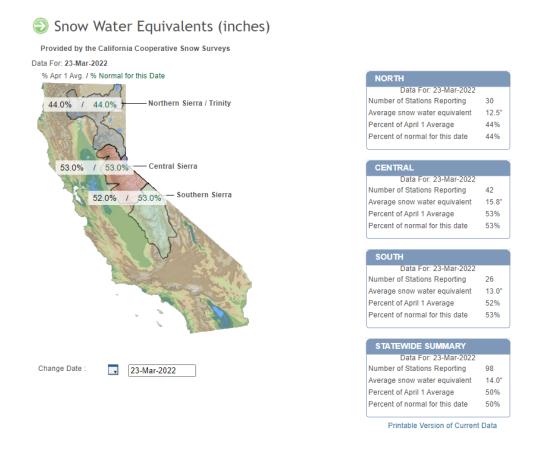
The long-awaited maximum contaminant level (MCL) for hexavalent chromium (Chrom-6) was recently released. The state tried to implement a Chom-6 MCL a number of years ago, but it was challenged by water agencies for not being feasible. The first in the nation standard for Chrom-6 is proposed at 10 parts per billion or 0.010 milligrams per liter (mg/L). Systems with more than 10,000 service connections would be required to comply with the MCL within two years of rule adoption.

The Legislature is working on the two thousand bills that have been introduced since the beginning of the year. The deadline for bills to pass out of policy committees is April 28. With more water-related bills this year legislative water discussions are likely to be more robust and extensive. ACWA's legislation to provide for a tax exemption for turf removal rebates had its first hearing and will be voted on in the coming weeks. CASA's bill to require products containing PFAS to register their products on a publicly accessible database, will get its first hearing the first week of April. MWD's legislation to allow for alternative project delivery methods for several of their projects recently passed out of the Revenue and Taxation Committee, while similar legislation to allow for alternative project delivery for projects over \$5 million is scheduled for hearing March 31.

## Inland Empire Utilities Agency Status Report – March 2022

#### Water Supply Conditions

With April just days away, water managers have resolved that there will be no March Miracle and that statewide water conditions will be dismal for 2022. The Sierra snowpack, which started the year off at 103 percent of normal in January is down to just 50 percent of normal. Lake Oroville is sitting at just 67 percent of historical average and 46 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is even lower at 52 percent of average for this time of the year and 44 percent capacity.



#### Bay-Delta Update

In a long-running dispute over water rights in California, a federal judge will allow a pair of challenged Trump-era biological opinions to remain in effect over the next three years with added safeguards that some groups complain fail to ensure the survival of endangered fish.

In December 2021, a coalition of fishing industry and environmental groups asked a judge to temporarily block agencies from relying on two "scientifically unsound and fatally flawed" biological opinions issued during the Trump administration in 2019.

The two opinions — issued by the National Marine Fisheries Service and U.S. Fish and Wildlife — enable more water to be sent to some 20 million farms, businesses and homes in Southern and Central California via two massive federal and state water diversion projects. The opinions eliminate certain requirements, such as mandating extra flows to prevent water temperatures from rising to levels high enough to damage and fry salmon eggs.

Opponents say those endangered species assessments for the Central Valley Project and State Water Project will jeopardize the survival of threatened Chinook salmon, steelhead trout, delta smelt and longfin smelt.

In the 122-page opinion, U.S. District Judge Dale Drozd endorsed the governments' plan to keep the two challenged biological opinions in place while the Biden administration reconsiders them. While those reviews are pending, an interim operations plan will be put in place with provisions designed to provide extra protections for the endangered fish. Drozd found the government-backed interim plan "takes balanced and reasonable steps" to address water temperature-related threats to winter-run salmon eggs and sets "reasonable carryover storage goals" for Shasta Dam water.

#### SWP Allocation Cut to 5 percent

The Department of Water Resources (DWR) recently announced it will reduce the State Water Project (SWP) allocation to 5 percent of requested supplies for 2022. DWR previously set the allocation at 15%, but a historically dry January and February, with no significant storms forecast for March, requires a reduction in the allocation to conserve available water supply.

In addition to the 5 percent allocation, DWR will also provide any unmet critical health and safety needs of the 29 water agencies that contract to receive State Water Project supplies.

"As California enters our third consecutive dry year, today's allocation announcement is a clear call for the need to immediately conserve more water and get serious about updating our infrastructure to accommodate our changed hydrology," stated Jennifer Pierre, General Manager of the State Water Contractors, in a news release. "This year is on track to be the most difficult for Central Valley agriculture since the water projects were built. We must be able to capture and store water when it's wet for use when it's dry. Our communities, food supply, and environment cannot be sustained without these investments and actions."

DWR will make its next assessment of the State Water Project allocation following its fourth snow survey on April 1. A final allocation for the water year is typically announced in May or June. The lack of significant precipitation in January and February has resulted in falling reservoir levels and reduced snowpack.

DWR, along with its federal partners at the U.S. Bureau of Reclamation, will submit a revised application for a Temporary Urgency Change Petition (TUCP) for operations from April 1 to June 30. The petition will seek flexibility for the State Water Project and the Central Valley Project to release less water into the Delta through June 2022 to conserve limited stored water in Shasta, Oroville and Folsom reservoirs. DWR and Reclamation had previously submitted a TUCP application for earlier in the year. However, December storms made that application unnecessary, and it was withdrawn. This new application is necessary due to dramatically changing conditions and covers modified dates and operational requests.

Californians can now access current water conditions in real time at <u>California Water Watch</u>, a new website launched by DWR. This website will help Californians see their local hydrological conditions, forecasts, and water conditions down to their address or their local watershed. The site presents data from a variety of sources and allows the public to obtain a quick snapshot of local and statewide water conditions.

#### Draft Chrom-6 MCL Released

The long-awaited maximum contaminant level (MCL) for hexavalent chromium (Chrom-6) was recently released. The first in the nation standard for Chrom-6 is proposed at 10 parts per billion or 0.010 milligrams per liter (mg/L). Systems with more than 10,000 service connections would be required to comply with the MCL within two years of rule adoption.

In 2011, the Office of Environmental Health Hazard Assessment (OEHHA) published a public health goal for Chrom-6 at 0.02 micrograms per liter.

In 2001, the Legislature required the Department of Health Services to develop a primary drinking water standard for hexavalent chromium by 2003. The State Water Resources Control Board (SWRCB) is required to adopt primary drinking water standards at a level as close as feasible to the corresponding public health goal (PHG), placing primary emphasis on the protection of public health, and avoiding, to the extent technologically and economically feasible, any significant risk to public health.

The report included the required financial impact data. Obviously financial impacts depend on what level of Chrom-6 cleanup is required by a water system, if any. The report estimates that for large water systems, over 10,000 connections, the monthly impact to ratepayers could be anywhere from \$0.75 to \$45.

Workshops will be held on April 5 and April 7.

#### Legislative Update

Policy committees in the Legislature are meeting regularly to consider the several thousand bills that were introduced in the first three months of the year. Bills have until the end of April to make it out of policy committee.

Updates on priority bills:

**AB 2142 (Gabriel):** This bill would provide an income tax exemption for rebates from a turf removal program. Sponsored by ACWA. The bill was heard in the Revenue and Taxation Committee. R&T Committee votes on all tax exemption bills at one time, so the vote will come later in April.

**AB 1845 (Calderon):** MWD sponsored bill to allow for alternative project delivery methods for specific MWD projects. The bill was heard in the Assembly Local Government Committee and was passed out unanimously.

**AB 2247 (Bloom)**: CASA sponsored bill would require products sold in CA that contain PFAS to register the product on a publicly accessible reporting platform. The bill was recently amended to remove some of the enforcement language, which should remove some of the opposition. The bill is scheduled for the Environmental Safety & Toxic Materials Committee on April 5.

**AB 2782 (Quirk):** This legislation is an extension of the original microbeads bill. It would ban the sale or distribution of products that contain intentionally added microplastics.

**AB 2811 (Bennett):** Would require newly constructed large commercial buildings to be dual plumbed for recycled water and also require large commercial buildings to install onsite reuse systems. The bill will be considered in the Environmental Safety and Toxic Materials Committee on April 5.

**SB 1157 (Hertzberg):** This legislation is identical to AB 1434 (Friedman) from 2021. The bill would implement the indoor GPCD targets outlined in the DWR/SWRCB draft report to the Legislature for 47 GPCD by 2025 and 42 GPCD by 2030.

#### IEUA BILLS—BILLS WITH POSITIONS- 2022 Session

| Bill<br>Number | Author/Sponsor          | Title and/or Summary                                                             | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | IEUA Position/ Bill<br>Location          | Positions Taken by<br>Associations &<br>Regional Agencies |
|----------------|-------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------|
| AB 1845        | Calderon                | Metropolitan Water<br>District of Southern<br>California:                        | Would authorize the Metropolitan Water District of<br>Southern California to use the design-build<br>procurement process for certain regional recycled<br>water projects or other water infrastructure projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SUPPORT                                  | MWD, ACWA,<br>WRCA in                                     |
|                | MWD Sponsored           | alternative project<br>delivery methods                                          | water projects or other water infrastructure projects.<br>The bill would define "design-build" to mean a project<br>delivery process in which both the design and<br>construction of a project are procured from a single<br>entity. The bill would require the district, if using this<br>procurement process, to follow certain procedures,                                                                                                                                                                                                                                                                                                                                                                          | Passed out of<br>Local Gov<br>Comm 8-0   | support                                                   |
|                |                         |                                                                                  | including preparing and issuing a request for<br>qualifications, preparing a request for proposals<br>including the scope and needs of the project or<br>contract, and awarding projects based on certain<br>criteria for projects utilizing either lowest responsible<br>bidder or best value selection criteria.                                                                                                                                                                                                                                                                                                                                                                                                     | Water, Parks &<br>Wildlife               |                                                           |
| AB 2142        | Gabriel                 | Income taxes:<br>exclusion: turf<br>replacement water<br>conservation<br>program | This bill would, for taxable years beginning on or after<br>January 1, 2022, and before January 1, 2027, under<br>both of these laws, provide an exclusion from gross<br>income for any amount received as a rebate, voucher,<br>or other financial incentive issued by a local water<br>agency or supplier for participation in a turf<br>replacement water conservation program.                                                                                                                                                                                                                                                                                                                                     | Heard in<br>Revenue and Tax<br>Committee | ACWA, MWD<br>in Support                                   |
| AB 2247        | Bloom<br>CASA Sponsored | PFAS products:<br>disclosure: publicly<br>accessible reporting<br>platform       | This bill would require the Department of Toxic<br>Substances Control to work with the Interstate<br>Chemicals Clearinghouse to establish, on or before<br>January 1, 2024, a publicly accessible reporting<br>platform to collect information about PFAS and<br>products or product components containing regulated<br>PFAS, as defined, being sold, offered for sale,<br>distributed, or offered for promotional purposes in, or<br>imported into, the state. The bill would require, on or<br>before March 1, 2024, and annually thereafter, a<br>manufacturer, as defined, of PFAS or a product or a<br>product component containing regulated PFAS that is<br>sold, offered for sale, distributed, or offered for | Env. Safety &<br>Toxic Materials<br>4/5  | CASA, WRCA,<br>ACWA in<br>support                         |

|         |                           |                                                                                                   | promotional purposes in, or imported into, the state to<br>register the PFAS or the product or product component<br>containing regulated PFAS, and specified other<br>information, on the publicly accessible reporting<br>platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                  |                                                                   |
|---------|---------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| AB 2787 | Quirk                     | Microplastics in products                                                                         | The Microbeads Nuisance Prevention Law prohibits a<br>person from selling or offering for promotional<br>purposes in the state any personal care products<br>containing plastic microbeads that are used to exfoliate<br>or cleanse in a rinse-off product, including, but not<br>limited to, toothpaste. This bill would, on and after<br>specified dates that vary based on the product, ban the<br>sale, distribution in commerce, or offering for<br>promotional purposes in the state of designated<br>products, such as leave-in cosmetics products and<br>waxes and polishes, if the products contain<br>intentionally added microplastics, as defined. The bill<br>would exclude from this ban products consisting, in<br>whole or in part, of specified substances or mixtures<br>containing microplastics. The bill would make a<br>violator liable for a civil penalty not to exceed \$2,500<br>per day for each violation. | SUPPORT<br>Natural<br>Resources &<br>Env. Safety &<br>Toxic Materials<br>Committees<br>(no hearing<br>scheduled) | CASA in<br>support                                                |
| AB 2811 | Bennett<br>Plumbers Union | California Building<br>Standards<br>Commission:<br>recycled water:<br>nonpotable water<br>systems | Would require, commencing January 1, 2024, all<br>newly constructed nonresidential buildings be<br>constructed with dual plumbing to allow the use of<br>recycled water for all applicable nonpotable water<br>demands, as defined, if that building is located within<br>an existing or planned recycled water service area, as<br>specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Oppose<br>Env. Safety &<br>Toxic Materials<br>Comm 4/5                                                           | CASA &<br>WRCA oppose<br>unless amended.<br>ACWA &<br>CMUA Oppose |
| SB 222  | Sen. Dodd                 | Water Affordability<br>Assistance Program                                                         | Would establish the Water Affordability Assistance<br>Fund in the State Treasury to help provide water<br>affordability assistance, for both drinking water and<br>wastewater services, to low-income ratepayers and<br>ratepayers experiencing economic hardship in<br>California. The bill would make moneys in the fund<br>available upon appropriation by the Legislature to the<br>state board to provide, as part of the Water<br>Affordability Assistance Program established by the                                                                                                                                                                                                                                                                                                                                                                                                                                            | Two-Year Bill<br>Assembly Floor                                                                                  | Opposed by<br>ACWA                                                |

| SB 230 | Sen. Portantino/<br>CMUA & MWD                                                                                  | State Water<br>Resources Control<br>Board: Constituents<br>of Emerging<br>Concern | <ul> <li>bill, direct water bill assistance, water bill credits, water crisis assistance, affordability assistance, and short-term assistance to public water systems to administer program components.</li> <li>Would require the State Water Resources Control Board to establish, maintain, and direct an ongoing, dedicated program called the Constituents of Emerging Concern Program to assess the state of information and recommend areas for further study on, among other things, the occurrence of constituents of emerging concern (CEC) in drinking water sources and treated drinking water. The bill would require the state board to convene, by an unspecified date, the Science Advisory Panel to review and provide recommendations to the state board on CEC for further action, among other duties. The bill would require the state board to provide an annual report to the Legislature on the ongoing work conducted by the panel.</li> </ul> | SUPPORT<br>Assembly<br>waiting for<br>committee<br>assignment | Favor by ACWA |
|--------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------|
| SB 991 | Newman<br>Water<br>Collaborative<br>Delivery<br>Association<br>(formerly the<br>Water Design-<br>Build Council) | Public contracts:<br>progressive design-<br>build: local agencies                 | Current law, until January 1, 2025, authorizes local<br>agencies, as defined, to use the design-build<br>procurement process for specified public works with<br>prescribed cost thresholds. Current law requires<br>specified information submitted by a design-build<br>entity in the design-build procurement process to be<br>certified under penalty of perjury. This bill, until<br>January 1, 2033, authorizes local agencies, defined as<br>any city, county, city and county, or special district<br>authorized by law to provide for the production,<br>storage, supply, treatment, or distribution of any water<br>from any source, to use the progressive design-build<br>process for public works projects in excess of<br>\$5,000,000, similar to the progressive design-build<br>process authorized for use by the Director of General<br>Services. The bill would require specified information<br>to be verified under penalty of perjury.             | SUPPORT<br>Governance &<br>Finance<br>Committee 3/31          | WRCA Support  |

| SB 1157 | Hertzberg | Urban water use<br>objectives: indoor<br>residential water use | Current law requires the Department of Water<br>Resources, in coordination with the State Water<br>Resources Control Board, and including collaboration<br>with and input from stakeholders, to conduct necessary<br>studies and investigations and authorizes the<br>department and the board to jointly recommend to the<br>Legislature a standard for indoor residential water use.<br>Current law, until January 1, 2025, establishes 55<br>gallons per capita daily as the standard for indoor<br>residential water use. Existing law establishes,<br>beginning January 1, 2025, the greater of 52.5 gallons<br>per capita daily or a standard recommended by the<br>department and the board as the standard for indoor<br>residential water use, and beginning January 1, 2030,<br>establishes the greater of 50 gallons per capita daily or<br>a standard recommended by the department and the<br>board as the standard for indoor residential water use.<br>This bill would eliminate the option of using the<br>greater of 52.5 gallons per capita daily and the greater<br>of 50 gallons per capita daily, as applicable, or a<br>standard recommended by the department and the | Natural<br>Resources &<br>Water 4/5 | Oppose unless<br>amended by<br>WateReuse &<br>ACWA, CASA<br>& CMUA |
|---------|-----------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------|
|         |           |                                                                | board as the standard for indoor residential water use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                                                                    |

INFORMATION ITEM

# **3**J



Date: April 20, 2022To: The Honorable Board of DirectorsCommittee: Community & Legislative Affairs

From: Shivaji Deshmukh, General Manager 04/13/22

SSD

**Executive Contact:** Shivaji Deshmukh, General Manager **Subject:** Public Outreach and Communication

#### **Executive Summary:**

Staff is working with MWD to enhance and implement drought messaging and collateral across the region. Messaging is focused on using water-saving tips, and features people across the region implementing these tips.

Staff continues to develop supplemental drought campaign collateral to co-exist with the campaign visual that has been developed. Staff also continues to utilize the Pledge to Save Water QR code campaign. Once scanned, the QR code takes readers to the IEUA Take the Pledge webpage where they can learn more about the Agency, current drought conditions, water-wise tips, and participate by taking the pledge to save water. IEUA's Take the Pledge webpage has received 130 views and the QR codes have received a total of 71 sessions as of March 30.

Staff are working with the city of Chino on the Agency's Virtual Earth Week 2022. All customer agencies will have the opportunity to create a virtual booth highlighting beneficial programs in the region.

#### **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): Y Amount for Requested Approval: Account/Project Name:

Project No .:

Fiscal Impact (explain if not budgeted):

## **Prior Board Action:** N/A

#### **Environmental Determination:** Not Applicable

#### **Business Goal:**

IEUA is committed to providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

IEUA is committed to enhancing and promoting environmental sustainability and the preservation of the region's heritage.

#### Attachments:

Attachment 1 - Background



## Background

#### Subject: Public Outreach and Communication

#### April

- April: Records and Information Management Month
- April 16-23: California Native Plant Week
- April 17-23: IEUA Virtual Earth Week Celebration
- April 18-24: National Environmental Education Week
- April 22: Earth Day
- April 23: World Laboratory Day
- April 24-30: Water Week
- April 27: Administrative Professionals Day
- April 30: National Prescription Drug Take Back Day

#### Media and Outreach

- Staff is working with MWD to enhance and implement drought messaging and collateral across the region. Messaging is focused on using water-saving tips, and features people across the region implementing these tips.
- Staff continues to develop supplemental drought campaign collateral to co-exist with the campaign visual that has been developed. Staff also continues to utilize the Pledge to Save Water QR code campaign. Once scanned, the QR code takes readers to the IEUA Take the Pledge webpage where they can learn more about the Agency, current drought conditions, water-wise tips, and participate by taking the pledge to save water. IEUA's Take the Pledge webpage has received 130 views and the QR codes have received a total of 71 sessions as of March 30.
- External Affairs staff is working closely with Engineering staff to develop outreach and tour enhancements for the RP-5 Expansion Project. New signage is being developed along with a project video short.
- The Agency recognized the month of March as Procurement Month with social media features on IEUA's Contracts and Procurement staff. Staff also recognized March 12 as International Grant Professionals Day and shared information on the Agency's Grants team.
- The Agency celebrated Groundwater Awareness Week from March 6-12. On social media, staff worked with the Groundwater Recharge team to develop "Groundwater Saving Tips" throughout the week.
- Staff celebrated Fix a Leak Week from March 14-20 by hosting a Fix a Leak giveaway. Included in the giveaway was a free hose nozzle and leak detection kit for members of the public willing to share how they find and/or fix leaks. Staff also posted video shorts throughout the week promoting the giveaway and how to check for leaks. Across all platforms, the videos have received over 2,000 views.

- Staff recognized World Water Day on March 22 with a post highlighting groundwater and the essential role it plays within the Agency, especially during times of drought.
- Staff shared two more videos in its Education Program IGTV (Instagram TV) Series on resources included within *Owlie's Virtual Adventures* programming. The videos included information on the At-Home activity Video Series, Virtual Field Trips, Wally's Water Conservation Camp, and the Water Scout Badge Program. The series will continue to share information on the Agency's education programs, resources and how to participate.
- The Agency continues to publish content on LinkedIn and has gained 56 followers since February, with 723 page views in the last 30 days.
- March: 21 posts were published to the IEUA Facebook page, 21 tweets were sent on the @IEUAWater Twitter handle, 40 posts were published to IEUA's Instagram grid, and 18 posts were published to the IEUA LinkedIn page.
  - The top three Facebook posts, based on reach and engagement, in the month of March were:
    - 3/1 Assistant General Manager and Director of External and Government Affairs Hiring
    - 3/20 First Day of Spring
    - 3/4 Employee Appreciation Day/World Engineering Day
  - The top three Twitter tweets, based on reach and engagement, in the month of March were:
    - 3/17 Fix a Leak Week Giveaway Promotion
    - 3/15 *Water is Life* Poster Contest Extension
    - 3/4 Employee Appreciation Day/World Engineering Day
  - The top three Instagram posts, based on reach and engagement, in the month of March were:
    - 3/4 Employee Appreciation Day/World Engineering Day
    - 3/22 World Water Day
    - 3/8 Administrative Assistant (2 Year Limited Term) and External Affairs Specialist I-II (DOQ) Hiring
  - The top three LinkedIn posts, based on impressions and reactions, in the month of March were:
    - 3/12 International Grant Professionals Day
    - 3/15 IEUA Board President Steve Elie at Rancho Del Chino Rotary
    - 3/23 Article re. Chino Basin Program Funding Boost from the California Water Commission
- A "Water-Wise Education" banner ad is currently featured in *Fontana Herald News*.

For the month of March, there were 12,473 searches for a park in IEUA's service area on Yelp, where Chino Creek Wetlands and Educational Park was viewed 712 times.

Education and Outreach Updates

- Staff are working with the city of Chino on the Agency's Virtual Earth Week 2022. All customer agencies will have the opportunity to create a virtual booth highlighting beneficial programs in the region.
- Three high schools within IEUA's service area continue to compete in MWD's Solar Cup 2022: Colony High School Ontario, Chino Hills High School Chino Hills and Upland

High School – Upland. All teams have successfully completed the first challenge, Onshape, and are working on the next two challenges- the Solar Panel Challenge and Zero Emission Vehicle Challenge.

- Staff partnered with the Water Education Foundation to facilitate a virtual Project W.E.T. Workshop on March 8 and March 10 for educators. This workshop was mandatory for educators interested in applying for a mini-grant for their existing water-wise garden.
- Staff partnered with LifeStream Blood Bank to hold a Blood Drive on March 9<sup>th</sup>. Twenty-three pints of blood were collected, enough to save 69 lives.
- The deadline to submit posters for the *Water is Life* poster contest was extended from March 16 to March 23. Staff are currently reviewing submissions.
- Staff hosted a facility tour on March 31<sup>st</sup> to a group of AP Environmental Science high school students. The tour took place at Carbon Canyon Water Recycling Facility and was followed by a tour of the Chino Creek Wetlands and Educational Park. Human Resources staff were also present to share information on career opportunities.

#### Agency-Wide Membership Updates

- Randy Lee, Director of Operations, attended a National Water Research Institute (NWRI) meeting on February 8.
- Randy Lee, Director of Operations and Robert Delgado, Manager of Maintenance, attended Western Water TAG 30 hosted by Isle Utilities on February 9.
- Lucia Diaz, Manager of Facilities & Water System Programs attended the California Association of Sanitation Agencies (CASA) Sanitary Sewer System (SSS) Waste Discharge Requirements (WDR) Meeting #1 on February 7.
- Lucia Diaz, Manager of Facilities & Water System Programs attended the California Association of Sanitation Agencies (CASA) Sanitary Sewer System (SSS) Waste Discharge Requirements (WDR) Meeting #2 on February 9.
- Robert Delgado, Manager of Maintenance and Lucia Diaz, Manager of Facilities & Water System Programs attended the California Association of Sanitation Agencies (CASA) Sanitary Sewer System (SSS) Waste Discharge Requirements (WDR) Meeting #3 on February 11.
- Randy Lee, Director of Operations, Robert Delgado, Manager of Maintenance, Ryan Love, Deputy Manager of Operations, and Manuel Moreno Operations Supervisor, attended Western Water TAG 34 hosted by Isle Utilities on February 15.
- Richard Lao, Senior Environmental Resources Planner, attended the California Association of Sanitation Agencies (CASA) Water Regulatory Workgroup Meeting on February 17.
- Richard Lao, Senior Environmental Resources Planner, attended the California Association of Sanitation Agencies (CASA) Biosolids Regulatory Workgroup Meeting on February 17.
- Dan Dyer, Collections System Supervisor, attended the Southern California Alliance of Publicly Owned Treatment Works (SCAP) Meeting on February 22.
- Pietro Cambiaso, Acting Director of Planning and Resources, attended the California Association of Sanitation Agencies (CASA) Air Quality, Climate Change, & Energy Workgroup Meeting on February 24.
- Richard Lao, Senior Environmental Resources Planner, attended the Southern California Alliance of Publicly Owned Treatment Works (SCAP) Air Quality Committee Meeting on February 23.

• Richard Lao, Senior Environmental Resources Planner, attended the California Association of Sanitation Agencies (CASA) Air Quality, Climate Change, & Energy Workgroup Meeting on February 24.

INFORMATION ITEM

# **3K**

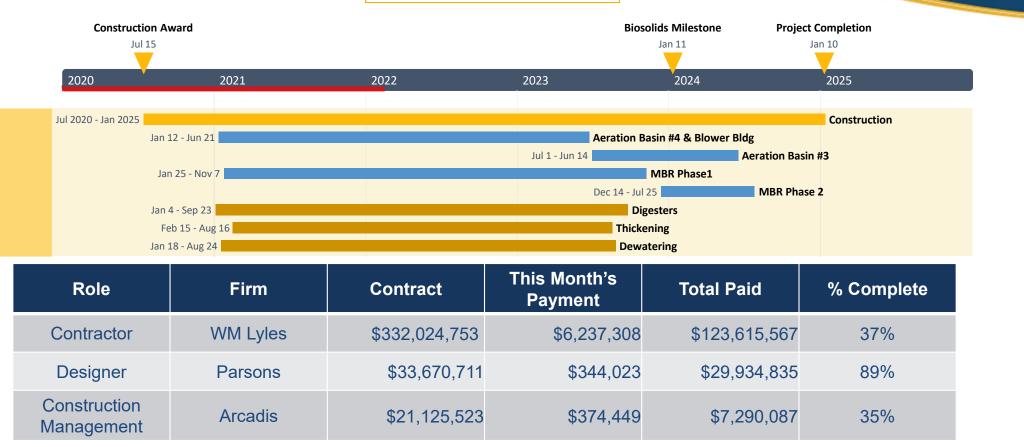
Inland Empire Utilities Agency

## **RP-5 Expansion Project Update:** April 2022 Project Nos. EN19001 and EN19006

Brian Wilson, P.E., CCM Senior Engineer April 2022



Day 624 of 1640 = 38%



Data date: 3/31/2022

2

Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

### **RP-5: Major Activity Areas**

### **Construction Staff**

- WML Craft: 209
- WML Project: 34
- IEUA & CM: 15
- Total: 258







### **Emergency Overflow Pond Pump Station**



### **Membrane Bioreactor (MBR) Phase 1**

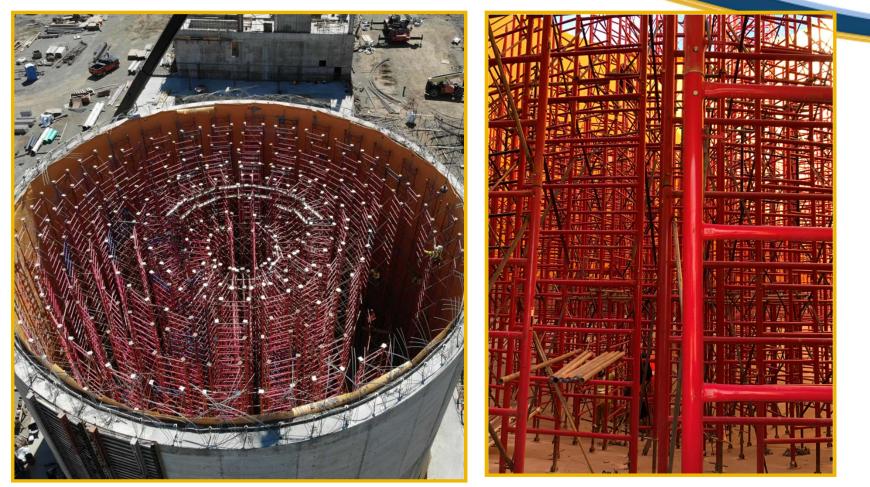


### **Acid Phase Digester**

### **Thickening Building**



**Gas Phase Digesters** 



**Gas Phase Digesters** 



**Dewatering Building** 

### **RP-5: Early March Flyover**

ALL 0 19 19 1 DESCRIPTION OF A DESCRIPTION



INFORMATION ITEM

# **3L**



Date: April 20, 2022To: The Honorable Board of DirectorsCommittee: Finance & Administration

میں From: Shivaji Deshmukh, General Manager 04/13/22

Staff Contact:Javier Chagoyen-Lazaro, Acting Assistant General ManagerSubject: Treasurer's Report of Financial Affairs

#### **Executive Summary:**

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 is submitted in a format consistent with the State requirements.

For the month of February 2022, total cash, investments, and restricted deposits of \$507,138,088 reflects a decrease of \$13,238,755 compared to the total of \$520,376,843 reported for January 2022. The decrease was due to State Revolving Fund loan debt service and construction payments primarily for the RP-5 Expansion project. As a result, the average days cash on hand decreased from 223 days to 204 days for the month of February 2022.

The unrestricted Agency investment portfolio yield in February 2022 was 0.821 percent, a slight increase of 0.056 percent compared to the January 2022 yield of 0.765 percent. The change in yield is mainly attributed to market conditions and an increase in earnings yield in the Local Agency Investment Fund and the California Asset Management Program (CAMP) accounts.

#### **Staff's Recommendation:**

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 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 March 16, 2022 the Board of Directors received the Treasurer's Report of Financial Affairs for the month ended January 31, 2022.

**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



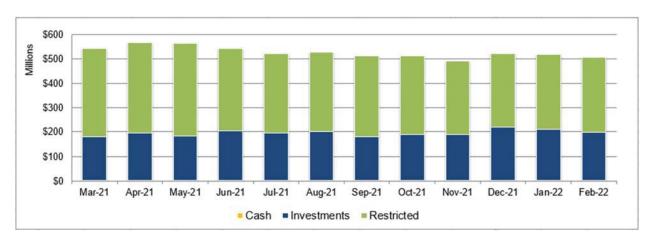
Subject: Treasurer's Report of Financial Affairs

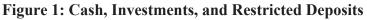
nland Empire Utilities Agency

MUNICIPAL WATER DISTRICT

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the Agency's Investment Policy (Resolution No. 2021-4-2).

Agency total cash, investments, and restricted deposits for the month of February 2022 was \$507.1 million, a decrease of \$13.3 million compared to the \$520.4 million reported for the month ended January 2022. The decrease can be attributed to debt service and construction payments primarily for the RP-5 Expansion project.





PFM continues to focus on investment discipline and maintaining a neutral duration strategy to ensure current investments align with the Agency's Investment Policy's goals of preservation of capital in the overall portfolio, provide sufficient liquidity to meet to operating requirements, and attain a market rate of return throughout budgetary and economic cycles.

Table 1 below represents the unrestricted Agency investment portfolio by authorized investment and duration with a total portfolio amount of \$195.4 million. The Agency portfolio excludes cash and restricted deposits in the amount of \$311.7 million held by member agencies and with fiscal agents, including \$175.3 million in capitalized interest and debt proceeds for the RP-5 Expansion Project.

| Authorized Investments    | Allowable<br>Threshold (\$ | In              | vestment `<br>February<br>(\$ mil |                 | f       | Average | Portfolio%<br>(Unrestricted) |
|---------------------------|----------------------------|-----------------|-----------------------------------|-----------------|---------|---------|------------------------------|
|                           | million or %)              | Under<br>1 Year | 1-3<br>Years                      | Over 3<br>Years | Total   | Yield % | (Unrestricted)               |
| LAIF*- Unrestricted       | \$75                       | \$65.2          | \$0.0                             | \$0.0           | \$65.2  | 0.278%  | 33.35%                       |
| CAMP** – Unrestricted     | n/a                        | 2.5             |                                   |                 | 2.5     | 0.060%  | 1.31%                        |
| CBB*** – Sweep            | 40%                        | 14.6            |                                   |                 | 14.6    | 0.100%  | 7.47%                        |
| Sub-Total Agency Managed  |                            | \$82.3          | \$0.0                             | \$0.0           | \$82.3  | 0.24%   | 42.13%                       |
| Brokered Cert. of Deposit | 30%                        | \$2.6           | \$0.7                             | \$0.0           | \$3.3   | 1.079%  | 1.70%                        |
| Medium Term Notes         | 30%                        | 2.7             | 11.7                              | 3.2             | 17.6    | 1.861%  | 9.00%                        |
| Municipal Bonds           | 10%                        |                 | 0.5                               | 1.6             | 2.1     | 0.986%  | 1.10%                        |
| Supranational Bonds       | 20%                        |                 | 1.7                               |                 | 1.7     | 0.520%  | 0.85%                        |
| US Treasury Notes         | n/a                        | 3.5             | 25.9                              | 29.9            | 59.3    | 1.219%  | 30.34%                       |
| US Gov't Securities       | n/a                        | 1.3             | 15.4                              | 12.4            | 29.1    | 1.003%  | 14.88%                       |
| Sub-Total PFM Managed     |                            | \$10.1          | \$55.9                            | \$47.1          | \$113.1 | 1.24%   | 57.87%                       |
| Total                     |                            | \$92.4          | \$55.9                            | \$47.1          | \$195.4 | 0.821%  | 100.0%                       |

#### **Table 1: Agency Portfolio**

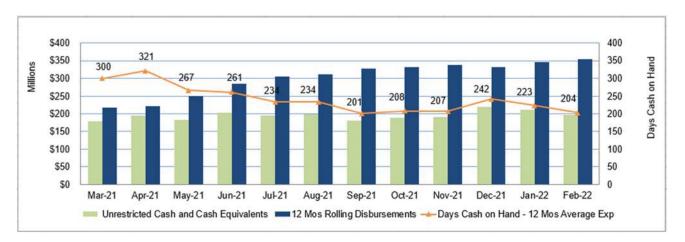
\*LAIF - Local Agency Investment Fund

\*\*CAMP - California Asset Management Program \*\*\*CBB - Citizens Business Bank

+/- due to rounding

Average days cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service costs, and capital expenditures. The average days cash on hand decreased from 223 days to 204 days for the month of February 2022 as shown in Figure 2. The change in average days cash on hand is due to the decreased balance in cash and Agency liquid investment accounts.

#### 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 February 28, 2022

Alex Lopez

Acting Budget Officer

April 2022

## **Agency Liquidity**

• Increase in Investment Portfolio Yield is primarily due to an increase in earnings yield in the Local Agency Investment Fund and California Asset Management Program (CAMP) accounts.

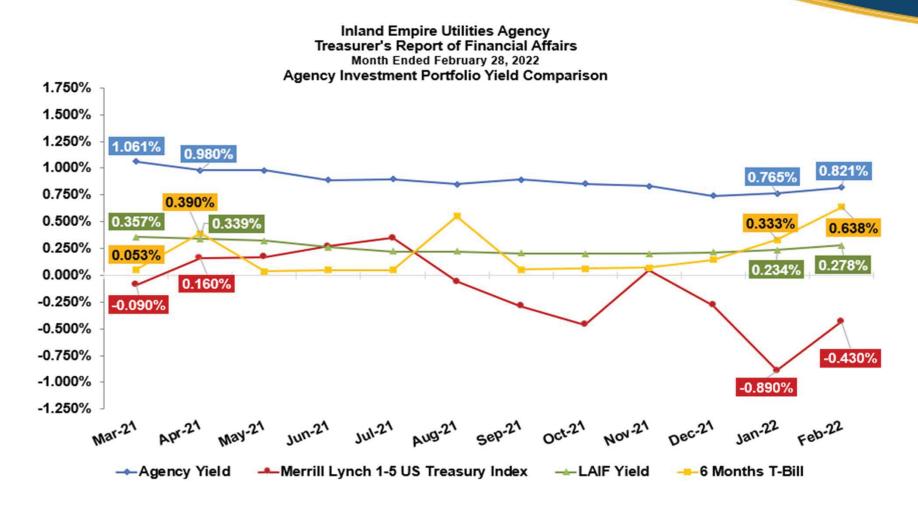
| Description                                      | February<br>\$ Millions | January<br>\$ Millions | Increase /<br>(Decrease)<br>\$ Millions |
|--------------------------------------------------|-------------------------|------------------------|-----------------------------------------|
| Investment Portfolio                             | \$195.4                 | \$207.5                | (\$12.1)                                |
| Cash and Restricted Deposits                     | \$311.7                 | \$312.9                | (\$1.2)                                 |
| Total Investments, Cash, and Restricted Deposits | \$507.1                 | \$520.4                | (\$13.3)                                |
| Investment Portfolio Yield                       | 0.821%                  | 0.765%                 | 0.056%                                  |
| Weighted Average Duration (Years)                | 1.39                    | 1.39                   | (0.00)                                  |
| Average Cash on Hand (Days)                      | 204                     | 223                    | (19)                                    |

Monthly cash and investment summaries available at: https://www.ieua.org/read-our-reports/cash-and-investment/

### **Agency Investment Position**

| Authorized Investments                | Allowable<br>Threshold<br>(\$ million or %) | Under 1<br>Year | 1 – 3<br>Years | Over 3<br>Years | Total   | Average<br>Yield % | Portfolio %<br>(Unrestricted) |
|---------------------------------------|---------------------------------------------|-----------------|----------------|-----------------|---------|--------------------|-------------------------------|
| Local Agency Investment Fund          | \$75                                        | \$65.2          | \$0.0          | \$0.0           | \$65.2  | 0.278%             | 33.35%                        |
| California Asset Management Program   | n/a                                         | 2.5             |                |                 | 2.5     | 0.060%             | 1.31%                         |
| Citizens Business Bank – Sweep        | 40%                                         | 14.6            |                |                 | 14.6    | 0.100%             | 7.47%                         |
| Sub-Total Agency Managed              |                                             | \$82.3          | \$0.0          | \$0.0           | \$82.3  | 0.24%              | 42.13%                        |
| Brokered Certificates of Deposit (CD) | 30%                                         | \$2.6           | \$0.7          | \$0.0           | \$3.3   | 1.079%             | 1.70%                         |
| Medium Term Notes                     | 30%                                         | 2.7             | 11.7           | 3.2             | 17.6    | 1.861%             | 9.00%                         |
| Municipal Bonds                       | 10%                                         |                 | 0.5            | 1.6             | 2.1     | 0.986%             | 1.10%                         |
| Supranational Bonds                   | 20%                                         |                 | 1.7            |                 | 1.7     | 0.520%             | 0.85%                         |
| US Treasury Notes                     | n/a                                         | 3.5             | 25.9           | 29.9            | 59.3    | 1.219%             | 30.34%                        |
| US Government Securities              | n/a                                         | 1.3             | 15.4           | 12.4            | 29.1    | 1.003%             | 14.88%                        |
| Sub-Total PFM Managed                 |                                             | \$10.1          | \$55.9         | \$47.1          | \$113.1 | 1.24%              | 57.87%                        |
| Total                                 |                                             | \$92.4          | \$55.9         | \$47.1          | \$195.4 | 0.821%             | 100.0%                        |

### **Portfolio Yield Comparison**



4





### TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended February 28, 2022



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2021-4-2) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 21, 2021.

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

February 28, 2022

| Cash. Bank Deposits, and Bank Investment Accounts         Investments         Agency Managed         Citizens Business Bank (CBB) Repurchase (Sweep)         Local Agency Investment Fund (LAIF)         California Asset Management Program (CAMP)         Total Agency Managed Investments         PFM Managed         Certificates of Deposit         Municipal Bonds | \$1,769,120<br>\$14,599,565<br>65,161,866<br>2,559,431<br>82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943 | \$4,847,315<br>\$26,616,048<br>65,161,866<br>2,559,310<br>94,337,224<br>\$3,140,000<br>2,141,183 | (\$3,078,195)<br>(\$12,016,483)<br>-<br>121<br>(\$12,016,362)<br>\$190,000 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Agency Managed         Citizens Business Bank (CBB) Repurchase (Sweep)         Local Agency Investment Fund (LAIF)         California Asset Management Program (CAMP)         Total Agency Managed Investments         PFM Managed         Certificates of Deposit                                                                                                       | 65,161,866<br>2,559,431<br>82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943                                | 65,161,866<br>2,559,310<br>94,337,224<br>\$3,140,000                                             | <u>121</u><br>(\$12,016,362)                                               |
| Citizens Business Bank (CBB) Repurchase (Sweep)<br>Local Agency Investment Fund (LAIF)<br>California Asset Management Program (CAMP)<br><b>Total Agency Managed Investments</b><br><b>PFM Managed</b><br>Certificates of Deposit                                                                                                                                         | 65,161,866<br>2,559,431<br>82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943                                | 65,161,866<br>2,559,310<br>94,337,224<br>\$3,140,000                                             | <u>121</u><br>(\$12,016,362)                                               |
| Citizens Business Bank (CBB) Repurchase (Sweep)<br>Local Agency Investment Fund (LAIF)<br>California Asset Management Program (CAMP)<br><b>Total Agency Managed Investments</b><br><b>PFM Managed</b><br>Certificates of Deposit                                                                                                                                         | 65,161,866<br>2,559,431<br>82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943                                | 65,161,866<br>2,559,310<br>94,337,224<br>\$3,140,000                                             | <u>121</u><br>(\$12,016,362)                                               |
| California Asset Management Program (CAMP) Total Agency Managed Investments PFM Managed Certificates of Deposit                                                                                                                                                                                                                                                          | 2,559,431<br>82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943                                              | 2,559,310<br>94,337,224<br>\$3,140,000                                                           | (\$12,016,362)                                                             |
| Total Agency Managed Investments PFM Managed Certificates of Deposit                                                                                                                                                                                                                                                                                                     | 82,320,862<br>\$3,330,000<br>2,141,157<br>1,668,943                                                           | 94,337,224<br>\$3,140,000                                                                        | (\$12,016,362)                                                             |
| PFM Managed<br>Certificates of Deposit                                                                                                                                                                                                                                                                                                                                   | \$3,330,000<br>2,141,157<br>1,668,943                                                                         | \$3,140,000                                                                                      |                                                                            |
| Certificates of Deposit                                                                                                                                                                                                                                                                                                                                                  | 2,141,157<br>1,668,943                                                                                        |                                                                                                  | \$190,000                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                          | 2,141,157<br>1,668,943                                                                                        |                                                                                                  | \$190,000                                                                  |
| Municipal Bonds                                                                                                                                                                                                                                                                                                                                                          | 1,668,943                                                                                                     | 2,141,183                                                                                        |                                                                            |
| •                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                               |                                                                                                  | (26)                                                                       |
| Supra-National Agency Bonds                                                                                                                                                                                                                                                                                                                                              |                                                                                                               | 1,668,912                                                                                        | 31                                                                         |
| Medium Term Notes                                                                                                                                                                                                                                                                                                                                                        | 17,583,432                                                                                                    | 17,290,576                                                                                       | 292,856                                                                    |
| U.S. Treasury Notes                                                                                                                                                                                                                                                                                                                                                      | 59,294,657                                                                                                    | 59,816,175                                                                                       | (521,518)                                                                  |
| U.S. Government Sponsored Entities                                                                                                                                                                                                                                                                                                                                       | 29,067,951                                                                                                    | 29,068,617                                                                                       | (666)                                                                      |
| Total PFM Managed Investments                                                                                                                                                                                                                                                                                                                                            | 113,086,140                                                                                                   | 113,125,463                                                                                      | (\$39,323)                                                                 |
| Total Investments                                                                                                                                                                                                                                                                                                                                                        | \$195,407,002                                                                                                 | \$207,462,687                                                                                    | (\$12,055,685)                                                             |
| Total Cash and Investments Available to the Agency                                                                                                                                                                                                                                                                                                                       | \$197,176,122                                                                                                 | \$212,310,002                                                                                    | (\$15,133,880)                                                             |
| Restricted Deposits                                                                                                                                                                                                                                                                                                                                                      |                                                                                                               |                                                                                                  |                                                                            |
| CAMP Water Connection Reserve                                                                                                                                                                                                                                                                                                                                            | \$23,656,239                                                                                                  | \$23,440,822                                                                                     | \$215,417                                                                  |
| LAIF Self Insurance Reserve                                                                                                                                                                                                                                                                                                                                              | 6,437,317                                                                                                     | 6,437,317                                                                                        | -                                                                          |
| Bond and Note Accounts                                                                                                                                                                                                                                                                                                                                                   | 25,745,569                                                                                                    | 25,744,451                                                                                       | 1,118                                                                      |
| 2020B Construction Accounts                                                                                                                                                                                                                                                                                                                                              | 149,585,655                                                                                                   | 149,585,157                                                                                      | 498                                                                        |
| Capital Capacity Reimbursement Account (CCRA) Deposits Held by Member Agencies**                                                                                                                                                                                                                                                                                         | 75,957,436                                                                                                    | 74,369,647                                                                                       | 1,587,789                                                                  |
| California Employers' Retirement Benefit Trust Account - CERBT (Other Post<br>Employment Benefits - OPEB)                                                                                                                                                                                                                                                                | 22,618,939                                                                                                    | 22,923,604                                                                                       | (304,665)                                                                  |
| Escrow Deposits                                                                                                                                                                                                                                                                                                                                                          | 5,960,811                                                                                                     | 5,565,843                                                                                        | 394,968                                                                    |
| Total Restricted Deposits                                                                                                                                                                                                                                                                                                                                                | \$309,961,966                                                                                                 | \$308,066,841                                                                                    | \$1,895,125                                                                |
| Total Cash, Investments, and Restricted Deposits                                                                                                                                                                                                                                                                                                                         | \$507,138,088                                                                                                 | \$520,376,843                                                                                    | (\$13,238,755)                                                             |

\*\*Total reported as of January 2022 net of capital call receipts

#### Cash, Bank Deposits, and Bank Investment Accounts

| CBB Demand Account (Negative balance offset by CBB Sweep Balance) | \$888,877    |
|-------------------------------------------------------------------|--------------|
| CBB Payroll Account                                               | -            |
| CBB Workers' Compensation Account                                 | 61,869       |
| Subtotal Demand Deposits                                          | \$950,746    |
| Other Cash and Bank Accounts                                      |              |
| Petty Cash                                                        | \$2,250      |
| Subtotal Other Cash                                               | \$2,250      |
| US Bank Pre-Investment Money Market Account                       | \$816,124    |
| Total Cash and Bank Accounts                                      | \$1,769,120  |
| Unrestricted Investments                                          |              |
| CBB Repurchase (Sweep) Investments                                |              |
| Fannie Mae (FNMA)                                                 | \$14,599,565 |
| Subtotal CBB Repurchase (Sweep)                                   | \$14,599,565 |
| Local Agency Investment Fund (LAIF)                               |              |
| LAIF Fund                                                         | \$65,161,866 |
| Subtotal Local Agency Investment Fund                             | \$65,161,866 |
| California Asset Management Program (CAMP)                        |              |
| Short Term                                                        | \$2,559,431  |
| Subtotal CAMP                                                     | \$2,559,431  |
| Subtotal Agency Managed Investment Accounts                       | \$82,320,862 |
| Brokered Certificates of Deposit                                  |              |
| Brokered Certificates of Deposit                                  | \$3,330,000  |
| Subtotal Brokered Certificates of Deposit                         | \$3,330,000  |

| Unrestricted Investments Continued       |              |
|------------------------------------------|--------------|
| Supra-National Agency Bonds              |              |
| Inter-American Development Bank Notes    | \$1,668,943  |
| Subtotal Supra-National Agency Bonds     | \$1,668,943  |
| Municipal Bonds                          |              |
| Subtotal State and Local Municipal Bonds | \$2,141,157  |
| Subtotal State and Municipal Bonds       | \$2,141,157  |
| Medium Term Notes                        |              |
| Bank of NY Mellon                        | \$1,378,426  |
| Paccar Financial Corp                    | 929,968      |
| Visa Inc                                 | 821,363      |
| Amazon Inc                               | 932,712      |
| Burlington North Santa Fe Corp           | 798,054      |
| Apple Inc. Corp.                         | 564,388      |
| UnitedHealth Group Inc                   | 732,657      |
| Pfizer Inc                               | 1,266,601    |
| Amazon Com. Inc.                         | 559,401      |
| Walmart Inc                              | 1,446,836    |
| JP Morgan Chase                          | 570,000      |
| Bank of America                          | 725,000      |
| Johnson & Johnson                        | 1,449,799    |
| Toyota Motor                             | 316,928      |
| Toyota Motor                             | 427,601      |
| Novartis Capital                         | 1,456,123    |
| JP Morgan Chase                          | 555,000      |
| JP Morgan Chase                          | 355,000      |
| Bristol Myers                            | 346,072      |
| Microsoft Corp (Callable)                | 1,112,167    |
| Target Corp                              | 149,750      |
| Target Corp                              | 689,586      |
| Subtotal Medium Term Notes               | \$17,583,432 |

| U.S. Treasury Notes                          |               |
|----------------------------------------------|---------------|
| Treasury Note                                | \$59,294,657  |
| Subtotal U.S. Treasury Notes                 | \$59,294,657  |
| Unrestricted Investments Continued           |               |
| U.S. Government Sponsored Entities           |               |
| Fannie Mae Bank                              | \$17,838,144  |
| Freddie Mac Bank                             | 7,934,413     |
| Federal Home Loan Bank                       | 3,295,394     |
| Subtotal U.S. Government Sponsored Entities  | \$29,067,951  |
| Subtotal PFM Managed Investment Accounts     | \$113,086,140 |
| Total Investments                            | \$195,407,002 |
| Restricted Deposits                          |               |
| Investment Pool Accounts                     |               |
| CAMP - Water Connection Reserves             | \$23,656,239  |
| LAIF - Self Insurance Fund Reserves          | 6,437,317     |
| Subtotal Investment Pool Accounts            | \$30,093,556  |
| Bond and Note Accounts                       |               |
| 2017A Debt Service Accounts                  | \$432         |
| 2020A Debt Service Accounts                  | -             |
| 2020B Debt Service Accounts                  | 36            |
| 2020B Capitalized Interest                   | 25,745,101    |
| Subtotal Bond and Note Accounts              | \$25,745,569  |
| 2020B Construction Project Accounts          |               |
| LAIF Construction Project Accounts           | \$139,066,216 |
| CAMP Construction Project Accounts           | 10,519,439    |
| Subtotal 2020B Construction Project Accounts | \$149,585,655 |
|                                              |               |

#### **Restricted Deposits Continued**

| CCRA Deposits Held by Member Agencies                                    |                |
|--------------------------------------------------------------------------|----------------|
| City of Chino                                                            | \$10,159,929   |
| Cucamonga Valley Water District                                          | 12,111,818     |
| City of Fontana                                                          | 16,422,164     |
| City of Montclair                                                        | 1,812,295      |
| City of Ontario                                                          | 27,912,030     |
| City of Chino Hills                                                      | 3,572,976      |
| City of Upland                                                           | 3,966,224      |
| Subtotal CCRA Deposits Held by Member Agencies**                         | \$75,957,436   |
| **Total reported as of January 2022 net of capital call receipts         |                |
| CalPERS                                                                  |                |
| CERBT Account (OPEB)                                                     | \$22,618,939   |
| Subtotal CalPERS Accounts                                                | \$22,618,939   |
| Escrow Deposits                                                          |                |
| Genesis Construction                                                     | \$185,537      |
| W.M. Lyles Construction                                                  | 5,775,274      |
| Subtotal Escrow Deposits                                                 | \$5,960,811    |
| Total Restricted Deposits                                                | \$309,961,966  |
| Total Cash, Investments, and Restricted Deposits as of February 28, 2022 | \$507,138,088  |
| Total Cash, Investments, and Restricted Deposits as of 2/28/2022         | \$507,138,088  |
| Less: Total Cash, Investments, and Restricted Deposits as of 1/31/2022   | 520,376,843    |
| Total Monthly Increase (Decrease)                                        | (\$13,238,755) |

|                                                | F I                | 1                    | 1      |                      |             |                      | г        |                                              |
|------------------------------------------------|--------------------|----------------------|--------|----------------------|-------------|----------------------|----------|----------------------------------------------|
|                                                | Par                | Cost Basis           | Term   | February             | 07          | %                    | Maturity | Market                                       |
|                                                | Amount             | Amount               | (Days) | Value                | %<br>Coupon | Yield to<br>Maturity | Date     | Value                                        |
|                                                | <u> </u>           |                      |        |                      |             |                      | I        |                                              |
| Cash, Bank Deposits, and Bank Investment Accou | <u>nts</u>         |                      |        |                      |             |                      |          |                                              |
| Citizens Business Bank (CBB)                   |                    |                      |        |                      |             |                      |          |                                              |
| Demand Account                                 | \$888,877          | \$888,877            | N/A    | \$888,877            |             | N/A                  | N/A      | \$888,877                                    |
| Payroll Checking                               | 0                  | 0                    | N/A    | 0                    |             | N/A                  | N/A      | 0                                            |
| Workers' Compensation Account                  | 61,869             | 67,069               | N/A    | 61,869               | -           | N/A                  | N/A      | 61,869                                       |
| Subtotal CBB Accounts                          | \$950,746          | \$955,946            |        | \$950,746            |             |                      |          | \$950,746                                    |
| US Bank (USB)                                  |                    |                      |        |                      |             |                      |          |                                              |
| Custodial Money Market (Investment Mgmt.)      | \$440,307          | \$440,307            | N/A    | \$440,307            |             | 0.01%                | N/A      | \$440,307                                    |
| Custodial Money Market (Debt Service)          | 375,817            | 375,817              | N/A    | 375,817              |             | 0.01%                | N/A      | 375,817                                      |
| Subtotal USB Account                           | \$816,124          | \$816,124            |        | \$816,124            | -           | 0.01%                |          | \$816,124                                    |
| Petty Cash                                     | \$2,250            | \$2,250              | N/A    | \$2,250              | -           | N/A                  | N/A      | \$2,250                                      |
| Total Cash, Bank Deposits and                  |                    |                      |        |                      |             |                      |          |                                              |
| Bank Investment Accounts                       | \$1,769,120        | \$1,774,320          |        | \$1,769,120          | _           |                      | _        | \$1,769,120                                  |
| Investments                                    |                    |                      |        |                      |             |                      |          |                                              |
| CBB Daily Repurchase (Sweep) Accounts          |                    |                      |        |                      |             |                      |          |                                              |
| Fannie Mae (FNMA)                              | \$14,599,565       | \$14,599,565         | N/A    | \$14,599,565         |             | 0.10%                | N/A      | \$14,599,565                                 |
| Subtotal CBB Repurchase Accounts               | \$14,599,565       | \$14.599.565         | N/A    | \$14,599,565         | -           | 0.10%                | IN/A _   | \$14,599,565                                 |
|                                                | <i>411,033,000</i> | <i>\</i> 1,0,7,7,000 |        | <i>\\\\\\\\\\\\\</i> |             | 011070               |          | <i><i><i>q</i><sup>2</sup>1,055,0000</i></i> |
| LAIF Accounts                                  |                    |                      |        |                      |             |                      |          |                                              |
| Non-Restricted Funds                           | \$65,161,866       | \$65,161,866         | N/A    | \$65,161,866         | -           | 0.278%               | N/A      | \$65,161,866                                 |
| Subtotal LAIF Accounts                         | \$65,161,866       | \$65,161,866         |        | \$65,161,866         |             | 0.278%               |          | \$65,161,866                                 |
| CAMP Accounts                                  |                    |                      |        |                      |             |                      |          |                                              |
| Non-Restricted Funds                           | \$2,559,431        | \$2,559,431          | N/A    | \$2,559,431          |             | 0.06%                | N/A      | \$2,559,431                                  |
| Subtotal CAMP Accounts                         | \$2,559,431        | \$2,559,431          |        | \$2,559,431          | -           | 0.06%                |          | \$2,559,431                                  |
| Subtotal Agency Managed Investment Accounts    | \$82,320,862       | \$82,320,862         | · -    | \$82,320,862         | -           | 0.24%                | -        | \$82,320,862                                 |
| Brokered Certificates of Deposit (CDs)         |                    |                      |        |                      |             |                      |          |                                              |
| Sumitomo Mitsui Bank                           | \$745,000          | \$745,000            | 724    | \$745,000            | 0.70%       | 0.70%                | 07/08/22 | \$745,127                                    |
| DNB Bank ASA NY                                | 715,000            | 715,000              | 1092   | 715,000              | 2.04%       |                      | 12/02/22 | 720,043                                      |
| Barclays Bank PLC NY                           | 1,125,000          | 1,125,000            | 1153   | 1,125,000            | 1.05%       |                      | 02/01/23 | 1,121,444                                    |
| Credit Suisse NY                               | 745,000            | 745,000              | 724    | 745,000              | 0.59%       |                      | 03/17/23 | 738,353                                      |
| Subtotal Brokered CDs                          | \$3,330,000        | \$3,330,000          | / 47   | \$3,330,000          | - 0.5 7 70  | 1.08%                |          | \$3,324,967                                  |
| Subtotal DIOKELEU GDS                          | <i>ф3,330,000</i>  | <i>43,330,000</i>    |        | φ3,330,000           |             | 1.0070               |          | 93,324,907                                   |

|                         |              | -            |        |              |        |               |            |              |
|-------------------------|--------------|--------------|--------|--------------|--------|---------------|------------|--------------|
|                         | Par          | Cost Basis   | Term   | February     | %      | %<br>Yield to | Maturity   | Market       |
|                         | Amount       | Amount       | (Days) | Value        | Coupon | Maturity      | Date       | Value        |
| Investments (continued) |              |              |        |              |        |               |            |              |
| US Treasury Note        |              |              |        |              |        |               |            |              |
| US Treasury Note        | \$690,000    | \$693,962    | 1518   | \$693,196    | 1.750% | 0.36%         | 06/30/22   | \$692,803    |
| US Treasury Note        | 1,000        | 967          | 1641   | 995          | 2.000% | 2.80%         | 10/31/22   | 1,008        |
| US Treasury Note        | 1,520,000    | 1,518,694    | 527    | 1,519,321    | 0.125% | 0.18%         | 11/30/22   | 1,511,213    |
| US Treasury Note        | 1,040,000    | 990,356      | 1580   | 1,029,443    | 1.750% | 2.93%         | 01/31/23   | 1,046,500    |
| US Treasury Note        | 310,000      | 293,289      | 1699   | 306,420      | 1.500% | 2.74%         | 02/28/23   | 311,162      |
| US Treasury Note        | 1,235,000    | 1,189,508    | 1508   | 1,223,084    | 1.50%  | 2.44%         | 03/31/23   | 1,239,63     |
| US Treasury Note        | 1,880,000    | 1,875,300    | 709    | 1,876,977    | 0.13%  | 0.25%         | 05/31/23   | 1,854,444    |
| US Treasury Note        | 2,000,000    | 1,899,453    | 1618   | 1,969,799    | 1.38%  | 2.58%         | 06/30/23   | 2,003,43     |
| US Treasury Note        | 1,260,000    | 1,196,951    | 1630   | 1,240,002    | 1.25%  | 2.44%         | 07/31/23   | 1,259,60     |
| US Treasury Note        | 650,000      | 667,088      | 1611   | 656,131      | 2.88%  | 2.25%         | 09/30/23   | 665,43       |
| US Treasury Note        | 1,875,000    | 1,870,898    | 877    | 1,872,082    | 0.25%  | 0.34%         | 11/15/23   | 1,838,96     |
| US Treasury Note        | 3,450,000    | 3,484,904    | 1713   | 3,462,715    | 2.75%  | 2.52%         | 11/15/23   | 3,528,16     |
| US Treasury Note        | 2,525,000    | 2,479,826    | 1786   | 2,508,837    | 2.13%  | 2.52%         | 11/30/23   | 2,556,16     |
| US Treasury Note        | 990,000      | 988,608      | 1044   | 989,128      | 0.13%  | 0.17%         | 12/15/23   | 967,41       |
| US Treasury Note        | 120,000      | 120,356      | 1813   | 120,133      | 2.63%  | 2.56%         | 12/31/23   | 122,60       |
| US Treasury Note        | 810,000      | 806,235      | 917    | 807,187      | 0.13%  | 0.31%         | 01/15/24   | 790,25       |
| US Treasury Note        | 675,000      | 709,778      | 962    | 702,270      | 2.38%  | 0.35%         | 02/29/24   | 686,81       |
| US Treasury Note        | 2,345,000    | 2,355,534    | 1792   | 2,349,650    | 2.00%  | 1.90%         | 04/30/24   | 2,368,45     |
| US Treasury Note        | 210,000      | 208,679      | 1059   | 208,995      | 0.25%  | 0.47%         | 05/15/24   | 204,12       |
| US Treasury Note        | 575,000      | 580,930      | 1824   | 577,770      | 2.00%  | 1.78%         | 06/30/24   | 580,93       |
| US Treasury Note        | 1,000,000    | 1,016,172    | 1818   | 1,007,855    | 2.13%  | 1.78%         | 07/31/24   | 1,013,12     |
| US Treasury Note        | 1,310,000    | 1,349,146    | 1824   | 1,330,260    | 2.13%  | 1.50%         | 09/30/24   | 1,327,19     |
| US Treasury Note        | 595,000      | 614,454      | 1822   | 605,410      | 2.25%  | 1.57%         | 10/31/24   | 604,85       |
| US Treasury Note        | 510,000      | 521,814      | 1789   | 516,636      | 2.13%  | 1.63%         | 11/30/24   | 516,77       |
| US Treasury Note        | 1,820,000    | 1,876,875    | 1273   | 1,865,437    | 1.50%  | 0.58%         | 11/30/24   | 1,814,02     |
| US Treasury Note        | 340,000      | 335,232      | 1475   | 336,163      | 0.25%  | 0.60%         | 05/31/25   | 324,54       |
| US Treasury Note        | 1,900,000    | 1,866,230    | 1440   | 1,872,164    | 0.25%  | 0.71%         | 05/31/25   | 1,813,60     |
| US Treasury Note        | 2,050,000    | 2,027,898    | 1532   | 2,031,003    | 0.25%  | 0.52%         | 08/31/25   | 1,948,14     |
| US Treasury Note        | 990,000      | 968,228      | 1463   | 970,519      | 0.25%  | 0.81%         | 09/30/25   | 939,57       |
| US Treasury Note        | 1,600,000    | 1,573,125    | 1463   | 1,576,262    | 0.25%  | 0.67%         | 09/30/25   | 1,518,50     |
| US Treasury Note        | 435,000      | 427,965      | 1658   | 429,187      | 0.38%  | 0.74%         | 11/30/25   | 413,59       |
| US Treasury Note        | 1,910,000    | 1,873,218    | 1623   | 1,878,951    | 0.38%  | 0.82%         | 11/30/25   | 1,815,99     |
| US Treasury Note        | 2,925,000    | 2,845,591    | 1623   | 2,851,937    | 0.38%  | 1.06%         | 11/30/25   | 2,781,03     |
| US Treasury Note        | 815,000      | 810,034      | 1814   | 811,164      | 0.38%  | 0.50%         | 12/31/25   | 774,12       |
| US Treasury Note        | 1,780,000    | 1,751,145    | 1699   | 1,756,206    | 0.38%  | 0.73%         | 12/31/25   | 1,690,72     |
| US Treasury Note        | 870,000      | 820,995      | 1730   | 821,233      | 0.38%  | 1.86%         | 01/31/26   | 825,14       |
| US Treasury Note        | 1,520,000    | 1,466,088    | 1730   | 1,468,047    | 0.38%  | 1.27%         | 01/31/26   | 1,441,62     |
| US Treasury Note        | 2,345,000    | 2,248,910    | 1730   | 2,251,963    | 0.38%  | 1.42%         | 01/31/26   | 2,224,08     |
| US Treasury Note        | 2,940,000    | 3,257,428    | 1730   | 3,189,482    | 2.63%  | 0.43%         | 01/31/26   | 3,038,30     |
| US Treasury Note        | 1,765,000    | 1,717,428    | 1850   | 1,720,016    | 0.50%  | 1.15%         | 02/28/26   | 1,680,61     |
| US Treasury Note        | 3,110,000    | 3,068,088    | 1821   | 3,076,397    | 0.50%  | 0.78%         | 02/28/26   | 2,961,30     |
| US Treasury N/B Note    | 1,360,000    | 1,359,469    | 1666   | 1,359,524    | 0.75%  | 0.76%         | 03/31/26   | 1,306,87     |
| US Treasury N/B Note    | 1,464,000    | 1,453,192    | 1805   | 1,454,706    | 0.75%  | 0.90%         | 05/31/26   | 1,404,06     |
|                         |              |              | 1003   |              | 0.7570 | 1.22%         | . 03/31/20 |              |
| Subtotal US Treasuries  | \$59,515,000 | \$59,180,039 |        | \$59,294,657 |        | 1.22%         |            | \$58,406,949 |

|                                        |              |              |        |              |        | 1             |                |             |
|----------------------------------------|--------------|--------------|--------|--------------|--------|---------------|----------------|-------------|
|                                        | Par          | Cost Basis   | Term   | February     | %      | %<br>Yield to | Maturity       | Market      |
|                                        | Amount       | Amount       | (Days) | Value        | Coupon | Maturity      | Date           | Value       |
| Investments (continued)                |              |              |        |              |        |               |                |             |
| U.S. Government Sponsored Entities     |              |              |        |              |        |               |                |             |
| Federal Home Loan Bank                 | \$1,280,000  | \$1,277,645  | 1092   | \$1,279,239  | 1.38%  | 1.44%         | 02/17/23       | \$1,283,012 |
| Fannie Mae Bond                        | 1,360,000    | 1,355,906    | 365    | 1,358,329    | 0.25%  | 0.35%         | 05/22/23       | 1,342,732   |
| Freddie Mac Bond                       | 1,450,000    | 1,444,461    | 1,810  | 1,448,546    | 2.75%  | 2.83%         | 06/19/23       | 1,476,283   |
| Freddie Mac Bond                       | 1,330,000    | 1,326,116    | 1,095  | 1,328,291    | 0.25%  | 0.35%         | 06/26/23       | 1,311,135   |
| Fannie Mae Bond                        | 1,875,000    | 1,870,969    | 1,095  | 1,873,174    | 0.25%  | 0.32%         | 07/10/23       | 1,847,773   |
| Fannie Mae Bond                        | 645,000      | 645,000      | 1,092  | 645,000      | 0.36%  | 0.36%         | 08/18/23       | 635,958     |
| Freddie Mac Bond                       | 885,000      | 884,097      | 1,098  | 884,555      | 0.25%  | 0.28%         | 08/24/23       | 870,62      |
| Fannie Mae Bond                        | 855,000      | 853,273      | 1,741  | 854,444      | 2.88%  | 2.92%         | 09/12/23       | 874,39      |
| Fannie Mae Bond                        | 1,820,000    | 1,803,274    | 1,772  | 1,814,714    | 2.88%  | 3.08%         | 09/12/23       | 1,861,28    |
| Freddie Mac Bond                       | 805,000      | 804,203      | 1,095  | 804,532      | 0.25%  | 0.28%         | 12/04/23       | 788,53      |
| Federal Home Loan Bank                 | 870,000      | 895,642      | 1,772  | 879,363      | 3.38%  | 2.72%         | 12/08/23       | 899,41      |
| Federal Home Loan Bank                 | 190,000      | 189,327      | 1,824  | 189,737      | 2.50%  | 2.58%         | 02/13/24       | 193,77      |
| Fannie Mae Bond                        | 2,055,000    | 2,130,234    | 1,769  | 2,099,358    | 1.63%  | 0.85%         | 01/07/25       | 2,052,36    |
| Freddie Mac Bond                       | 1,215,000    | 1,214,064    | 1,825  | 1,214,447    | 1.50%  | 1.52%         | 02/12/25       | 1,209,39    |
| Federal Home Loan Bank                 | 950,000      | 945,288      | 1,824  | 947,055      | 0.50%  | 0.60%         | 04/14/25       | 915,19      |
| Fannie Mae Bond                        | 495,000      | 496,629      | 1,792  | 496,043      | 0.63%  | 0.56%         | 04/22/25       | 478,62      |
| Fannie Mae Bond                        | 1,275,000    | 1,272,374    | 1,824  | 1,273,347    | 0.63%  | 0.67%         | 04/22/25       | 1,232,81    |
| Fannie Mae Bond                        | 1,425,000    | 1,432,296    | 1,782  | 1,429,700    | 0.63%  | 0.52%         | 04/22/25       | 1,377,85    |
| Fannie Mae Bond                        | 240,000      | 241,126      | 1,716  | 240,790      | 0.50%  | 0.40%         | 06/17/25       | 230,57      |
| Fannie Mae Bond                        | 995,000      | 996,473      | 1,693  | 996,047      | 0.50%  | 0.47%         | 06/17/25       | 955,93      |
| Fannie Mae Bond                        | 1,435,000    | 1,441,931    | 1,778  | 1,439,693    | 0.50%  | 0.40%         | 06/17/25       | 1,378,66    |
| Fannie Mae Bond                        | 1,480,000    | 1,476,936    | 1,824  | 1,477,978    | 0.50%  | 0.54%         | 06/17/25       | 1,421,89    |
| Freddie Mac Bond                       | 895,000      | 890,543      | 1,824  | 891,975      | 0.38%  | 0.48%         | 07/21/25       | 854,65      |
| Fannie Mae Bond                        | 950,000      | 945,554      | 1,824  | 946,897      | 0.38%  | 0.47%         | 08/25/25       | 907,26      |
| Freddie Mac Bond                       | 1,365,000    | 1,360,891    | 1,824  | 1,362,067    | 0.38%  | 0.44%         | 09/23/25       | 1,300,43    |
| Fannie Mae Bond                        | 895,000      | 891,796      | 1,821  | 892,630      | 0.50%  | 0.57%         | 11/07/25       | 855,54      |
| Subtotal U.S. Gov't Sponsored Entities | \$29,035,000 | \$29,086,048 | 1,021  | \$29,067,951 | 0.5070 | 1.00%         | 11/07/23       | \$28,556,13 |
| Supra-National Agency Bond             |              |              |        |              |        |               |                |             |
| Inter-American Development Bank Notes  | \$1,670,000  | \$1,668,764  | 1,461  | \$1,668,943  | 0.50%  | 0.52%         | 09/23/24       | \$1,622,858 |
| Subtotal Supra-National Agency Bond    | \$1,670,000  | \$1,668,764  |        | \$1,668,943  | -      | 0.52%         | _ , , <u> </u> | \$1,622,85  |

Cash and Investment Summary Month Ended February 28, 2022

|                                            |               |               |        |               | [      | %             |          |               |
|--------------------------------------------|---------------|---------------|--------|---------------|--------|---------------|----------|---------------|
|                                            | Par           | Cost Basis    | Term   | February      | %      | %<br>Yield to | Maturity | Market        |
|                                            | Amount        | Amount        | (Days) | Value         | Coupon | Maturity      | Date     | Value         |
| Investments (continued)                    |               |               |        |               |        |               |          |               |
| <u>Municipal Bonds</u>                     |               |               |        |               |        |               |          |               |
| CA State Earthquake Authority Taxable Rev  | \$195,000     | \$195,000     | 949    | \$195,000     | 1.48%  | 1.48%         | 07/01/23 | \$194,789     |
| Maryland State GO Bond                     | 250,000       | 249,930       | 1457   | 249,958       | 0.51%  | 0.52%         | 08/01/24 | 243,770       |
| CA State Dept of Wtr Res                   | 100,000       | 100,000       | 1578   | 100,000       | 0.56%  | 0.56%         | 12/01/24 | 96,362        |
| Univ. of CA Revenue Bond                   | 90,000        | 90,326        | 1764   | 90,214        | 0.88%  | 0.81%         | 05/15/25 | 86,676        |
| Univ. of CA Revenue Bond                   | 205,000       | 205,000       | 1764   | 205,000       | 0.88%  | 0.88%         | 05/15/25 | 197,427       |
| Florida State Board of Admin. Taxable Rev  | 200,000       | 201,414       | 1749   | 200,985       | 1.26%  | 1.11%         | 07/01/25 | 194,602       |
| Florida State Board of Admin. Taxable Rev  | 520,000       | 520,000       | 1749   | 520,000       | 1.26%  | 1.26%         | 07/01/25 | 505,965       |
| Los Angeles CCD CA Taxable GO Bonds        | 375,000       | 375,000       | 1725   | 375,000       | 0.77%  | 0.77%         | 08/01/25 | 360,334       |
| NJ TPK Authority                           | 205,000       | 205,000       | 1792   | 205,000       | 1.05%  | 1.05%         | 01/01/26 | 196,179       |
| Subtotal State and Local Municipal Bonds   | \$2,140,000   | \$2,141,670   |        | \$2,141,157   |        | 0.99%         |          | \$2,076,104   |
| Medium Term Notes                          |               |               |        |               |        |               |          |               |
| Paccar Financial Corp                      | \$930,000     | \$929,498     | 1096   | \$929,968     | 2.65%  | 2.67%         | 05/10/22 | \$932,891     |
| Visa Inc                                   | 825,000       | 795,407       | 1611   | 821,363       | 2.15%  | 3.03%         | 09/15/22 | 829,974       |
| Amazon Inc                                 | 935,000       | 925,996       | 1409   | 932,712       | 2.40%  | 2.66%         | 02/22/23 | 944,247       |
| Burlington North Santa Fe Corp             | 800,000       | 790,800       | 1792   | 798,054       | 3.00%  | 3.26%         | 03/15/23 | 810,641       |
| Bank of NY Mellon                          | 1,375,000     | 1,387,595     | 1555   | 1,378,426     | 3.50%  | 3.27%         | 04/28/23 | 1,405,793     |
| Apple Inc. Corp.                           | 565,000       | 563,463       | 1095   | 564,388       | 0.75%  | 0.84%         | 05/11/23 | 561,324       |
| UnitedHealth Group Inc                     | 720,000       | 755,741       | 1330   | 732,657       | 3.50%  | 2.08%         | 06/15/23 | 737,725       |
| Pfizer Inc                                 | 1,260,000     | 1,276,393     | 1807   | 1,266,601     | 2.95%  | 2.67%         | 03/15/24 | 1,289,606     |
| Amazon Com. Inc.                           | 560,000       | 559,182       | 1096   | 559,401       | 0.45%  | 0.50%         | 05/12/24 | 545,977       |
| Walmart Inc                                | 1,425,000     | 1,495,196     | 1768   | 1,446,836     | 2.85%  | 1.78%         | 07/08/24 | 1,459,931     |
| JP Morgan Chase                            | 570,000       | 570,000       | 1461   | 570,000       | 0.65%  | 0.65%         | 09/16/24 | 558,707       |
| Bank of America                            | 725,000       | 725,000       | 1464   | 725,000       | 0.81%  | 0.81%         | 10/24/24 | 707,376       |
| Johnson & Johnson                          | 1,380,000     | 1,473,840     | 1392   | 1,449,799     | 2.63%  | 0.81%         | 01/15/25 | 1,403,201     |
| Toyota Motor                               | 315,000       | 318,078       | 1724   | 316,928       | 1.80%  | 1.58%         | 02/13/25 | 312,403       |
| Toyota Motor                               | 425,000       | 429,152       | 1724   | 427,601       | 1.80%  | 1.58%         | 02/13/25 | 421,497       |
| Novartis Capital                           | 1,425,000     | 1,475,744     | 1743   | 1,456,123     | 1.75%  | 0.98%         | 02/14/25 | 1,416,246     |
| JP Morgan Chase                            | 555,000       | 555,000       | 1461   | 555,000       | 0.82%  | 0.82%         | 06/01/25 | 536,334       |
| JP Morgan Chase                            | 355,000       | 355,000       | 1530   | 355,000       | 0.77%  | 0.77%         | 08/09/25 | 341,535       |
| Bristol Myers                              | 349,000       | 345,524       | 1606   | 346,072       | 0.75%  | 0.98%         | 11/13/25 | 331,841       |
| Microsoft Corp (Callable)                  | 1,100,000     | 1,112,199     | 1874   | 1,112,167     | 2.40%  | 2.14%         | 08/08/26 | 1,117,072     |
| Target Corp                                | 150,000       | 149,745       | 2034   | 149,750       | 1.95%  | 1.99%         | 01/15/27 | 148,729       |
| Target Corp                                | 690,000       | 689,579       | 2034   | 689,586       | 1.95%  | 1.96%         | 01/15/27 | 684,153       |
| Subtotal Medium Term Notes                 | \$17,434,000  | \$17,678,132  |        | \$17,583,432  | -      | 1.86%         |          | \$17,497,203  |
| Subtotal PFM Managed Investment Accounts   | \$113,124,000 | \$113,084,653 | · -    | \$113,086,140 | -      | 1.24%         | · -      | \$111,484,217 |
| Total Investments                          | \$195,444,862 | \$195,405,515 |        | \$195,407,002 |        |               |          | \$193,805,079 |
| (Source of Investment Amortized Cost: PFM) |               |               | -      |               | -      |               | -        |               |

(Source of Investment Amortized Cost: PFM)

|                                                                 |                        |                        | -          |               | 1           | r                    |            |               |
|-----------------------------------------------------------------|------------------------|------------------------|------------|---------------|-------------|----------------------|------------|---------------|
|                                                                 | Par                    | Cost Basis             | Term       | February      | 07          | %                    | Maturity   | Market        |
|                                                                 | Amount                 | Amount                 | (Days)     | Value         | %<br>Coupon | Yield to<br>Maturity | Date       | Value         |
| Restricted Deposits                                             |                        |                        |            |               |             |                      |            |               |
| Investment Pool Accounts                                        |                        |                        |            |               |             |                      |            |               |
|                                                                 |                        |                        |            |               |             |                      |            |               |
| CAMP - Water Connection Reserves                                | \$23,656,239           | \$23,656,239           | N/A        | \$23,656,239  |             | 0.06%                | N/A        | \$23,656,239  |
| LAIF - Self Insurance Reserves                                  | 6,437,317              | 6,437,317              | N/A        | 6,437,317     | -           | 0.28%                | N/A        | 6,437,317     |
| Total Investment Pool Accounts                                  | \$30,093,556           | \$30,093,556           |            | \$30,093,556  | -           | 0.11%                |            | \$30,093,556  |
| Bond and Note Accounts                                          |                        |                        |            |               |             |                      |            |               |
| 2017A Debt Service Accounts                                     | \$432                  | \$432                  | N/A        | \$432         |             | 0.00%                | N/A        | \$432         |
| 2020A Debt Service Accounts                                     | 0                      | 0                      | N/A        | 0             |             | 0.00%                | N/A        | 0             |
| 2020B Debt Service Accounts                                     | 36                     | 36                     | N/A        | 36            |             | 0.00%                | N/A        | 36            |
| 2020B Capitalized Interest Account                              | 25,745,101             | 25,745,101             | N/A        | 25,745,101    | _           | 0.06%                | N/A        | 25,745,101    |
| Total Bond and Note Accounts                                    | \$25,745,569           | \$25,745,569           |            | \$25,745,569  | _           | 0.06%                |            | \$25,745,569  |
| 2020B Construction Project Account                              |                        |                        |            |               |             |                      |            |               |
| LAIF Construction Fund                                          | \$139,066,216          | \$139,066,216          | N/A        | \$139,066,216 |             | 0.28%                | N/A        | \$139,066,216 |
| CAMP Construction Fund                                          | 10,519,439             | 10,519,439             |            | 10,519,439    |             | 0.06%                | N/A        | 10,519,439    |
| Subtotal 2020B Construction Fund                                | \$149,585,655          | \$149,585,655          |            | \$149,585,655 | -           | 0.26%                |            | \$149,585,655 |
| Total 2020B Construction Project Accts                          | \$149,585,655          | \$149,585,655          |            | \$149,585,655 |             | 0.263%               |            | \$149,585,655 |
| CCRA Deposits Held by Member Agencies                           |                        |                        |            |               |             |                      |            |               |
| City of Chino                                                   | \$10,159,929           | \$10,159,929           | N/A        | \$10,159,929  |             | N/A                  | N/A        | \$10,159,929  |
| City of Chino Hills                                             | 3,572,976              | 3,572,976              | N/A        | 3,572,976     |             | N/A                  | N/A        | 3,572,976     |
| Cucamonga Valley Water District                                 | 12,111,818             | 12,111,818             | N/A        | 12,111,818    |             | N/A                  | N/A        | 12,111,818    |
| City of Fontana                                                 | 16,422,164             | 16,422,164             | N/A        | 16,422,164    |             | N/A                  | N/A        | 16,422,164    |
| City of Montclair                                               | 1,812,295              | 1,812,295              | N/A        | 1,812,295     |             | N/A                  | N/A        | 1,812,295     |
| City of Ontario                                                 | 27,912,030             | 27,912,030             | N/A        | 27,912,030    |             | N/A                  | N/A        | 27,912,030    |
| City of Upland                                                  | 3,966,224              | 3,966,224              | N/A        | 3,966,224     | -           | N/A                  | N/A        | 3,966,224     |
| Subtotal CCRA Deposits Held by Member Agencies**                | \$75,957,436           | \$75,957,436           |            | \$75,957,436  |             |                      |            | \$75,957,436  |
| **Total reported as of January 2022 net of capital call receipt | ts                     |                        |            |               |             |                      |            |               |
| CalPERS Deposits                                                |                        |                        |            |               |             |                      |            |               |
| CERBT Account (OPEB)                                            | \$16,000,000           | \$16,000,000           | N/A        | \$22,618,939  | -           | N/A                  | N/A        | \$22,618,939  |
| Subtotal CalPERS Deposits                                       | \$16,000,000           | \$16,000,000           |            | \$22,618,939  |             |                      |            | \$22,618,939  |
| Escrow Deposits                                                 |                        |                        |            |               |             |                      |            |               |
| Genesis Construction                                            | \$185,537              | \$185,537              | N/A        | \$185,537     |             | N/A                  | N/A        | \$185,537     |
| W. M. Lyles Construction                                        | \$105,537<br>5,775,274 | \$105,537<br>5,775,274 | N/A<br>N/A | 5,775,274     |             | N/A<br>N/A           | N/A<br>N/A | 5,775,274     |
| Subtotal Escrow Deposits                                        | \$5,960,811            | \$5,960,811            | 11/11      | \$5,960,811   | -           | 11/11                | 11/11      | \$5,960,811   |
| Total Restricted Deposits                                       | \$303,343,027          | \$303,343,027          |            | \$309,961,966 |             |                      |            | \$309,961,966 |
| Total Cash, Investments, and Restricted Deposits                |                        |                        |            |               | -           |                      |            |               |
| as of February 28, 2022                                         | \$500,557,009          | \$500,522,862          | i i        | \$507,138,088 | =           |                      | :          | \$505,536,165 |

February 28, 2022

#### **February Purchases**

|     |          |             |                                |                        | D 4         | • · ·             |
|-----|----------|-------------|--------------------------------|------------------------|-------------|-------------------|
|     |          |             |                                |                        | Par Amount  | Investment        |
| No. | Date     | Transaction | Investment Security            | Туре                   | Purchased   | Yield to Maturity |
| 1   | 02/03/22 | Purchase    | Barclays Bank PLC NY           | Certificate of Deposit | \$1,125,000 | 1.05%             |
| 2   | 02/22/22 | Purchase    | US Treasury Note               | Treasury Note          | 870,000     | 1.86%             |
| 3   | 02/25/22 | Purchase    | Mircosoft Corp (Callable) Note | Corporate Note         | 1,100,000   | 2.14%             |

**Total Purchases** 

\$ 3,095,000

#### February Investment Maturities, Calls & Sales

|     |           |             |                      |                        | Par Amount   | Investment        |
|-----|-----------|-------------|----------------------|------------------------|--------------|-------------------|
| No. | Date      | Transaction | Investment Security  | Туре                   | Matured/Sold | Yield to Maturity |
| 1   | 2/3/2022  | Sale        | US Treasury Note     | Treasury Note          | \$185,000    | 0.36%             |
| 2   | 2/3/2022  | Sale        | Societe Generale NY  | Certificate of Deposit | 935,000      | 1.80%             |
| 3   | 2/22/2022 | Sale        | Walt Disney Company  | Corporate Note         | 815,000      | 3.00%             |
| 4   | 2/25/2022 | Sale        | US Treasury N/B Note | Treasury Note          | 745,000      | 0.80%             |
| 5   | 2/25/2022 | Sale        | US Treasury N/B Note | Treasury Note          | 421,000      | 0.90%             |

Total Maturities, Calls & Sales

\$ 3,101,000

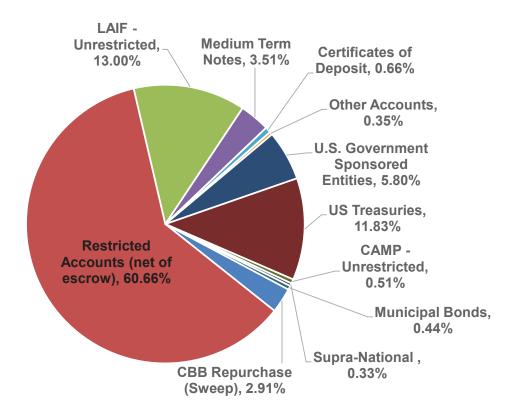
### INLAND EMPIRE UTILITIES AGENCY Cash and Investment Summary

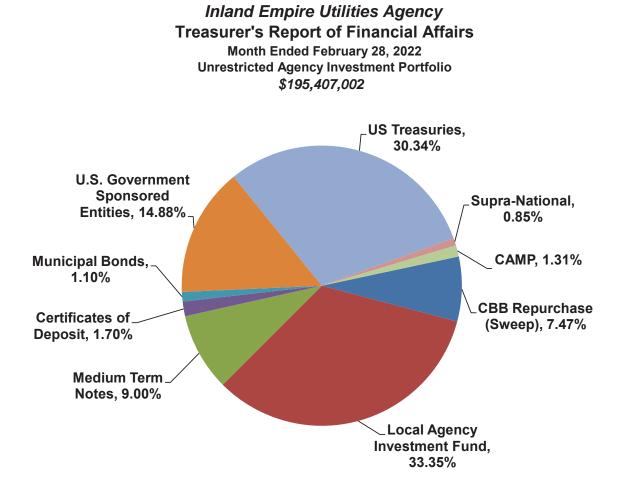
Month Ended February 28, 2022

| Directed Investment Category                           | Amount Invested | Yield  |
|--------------------------------------------------------|-----------------|--------|
| CBB Repurchase (Sweep)                                 | \$14,599,565    | 0.100% |
| LAIF - Unrestricted                                    | 65,161,866      | 0.278% |
| CAMP - Unrestricted                                    | 2,559,431       | 0.060% |
| Brokered Certificates of Deposit                       | 3,330,000       | 1.079% |
| Medium Term Notes                                      | 17,583,432      | 1.861% |
| Municipal Bonds                                        | 2,141,157       | 0.986% |
| Supra-National Bonds                                   | 1,668,943       | 0.520% |
| US Treasury Notes                                      | 59,294,657      | 1.219% |
| U.S. Government Sponsored Entities                     | 29,067,951      | 1.003% |
| Total Investment Portfolio                             | \$195,407,002   |        |
| Investment Portfolio Rate of Return                    |                 | 0.821% |
| Restricted/Transitory/Other Accounts                   | Amount Invested | Yield  |
| CCRA Deposits Held by Member Agencies                  | \$75,957,436    | N/A    |
| CalPERS OPEB (CERBT) Account                           | 22,618,939      | N/A    |
| CAMP Restricted Water Connection Reserve               | 23,656,239      | 0.060% |
| LAIF Restricted Insurance Reserve                      | 6,437,317       | 0.278% |
| US Bank - 2017A Debt Service Accounts                  | 432             | 0.000% |
| US Bank - 2020A Refunding Bond Accounts                | 0               | 0.000% |
| US Bank - 2020B Revenue Note Accounts                  | 25,745,137      | 0.060% |
| US Bank - Pre-Investment Money Market Account          | 816,124         | 0.010% |
| LAIF Construction Account                              | 139,066,216     | 0.278% |
| CAMP Construction Account                              | 10,519,439      | 0.060% |
| Citizens Business Bank - Demand Account                | 888,877         | N/A    |
| Citizens Business Bank - Workers' Compensation Account | 61,869          | N/A    |
| Citizens Business Bank - Payroll Account               | 0               | N/A    |
| Other Accounts*                                        | 2,250           | N/A    |
| Escrow Account                                         | 5,960,811       | N/A    |
| Total Restricted/Transitory/Other Accounts             | \$311,731,086   |        |
| Average Yield of Other Accounts                        |                 | 0.214% |
| Total Agency Directed Deposits                         | \$507,138,088   |        |

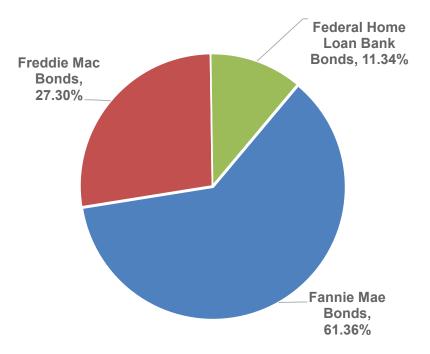
\*Petty Cash

Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended February 28, 2022 Agency Investment Portfolio (Net of Escrow Accounts) \$501,177,277

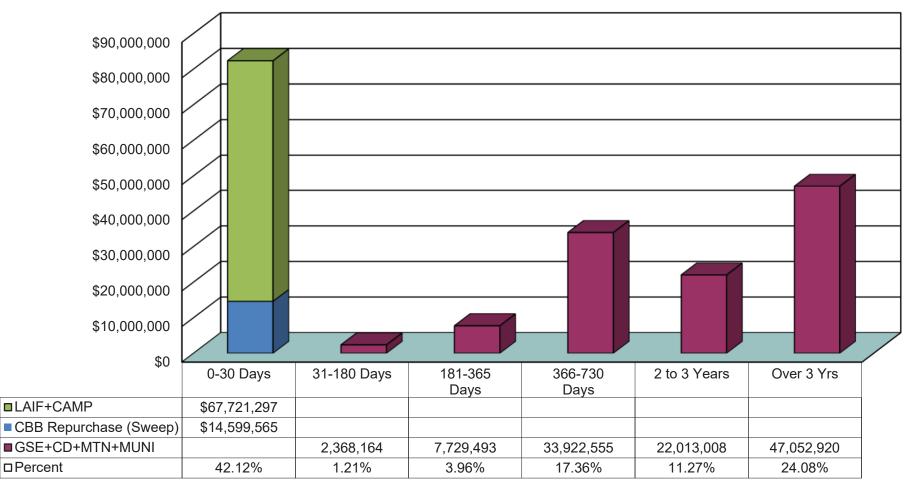


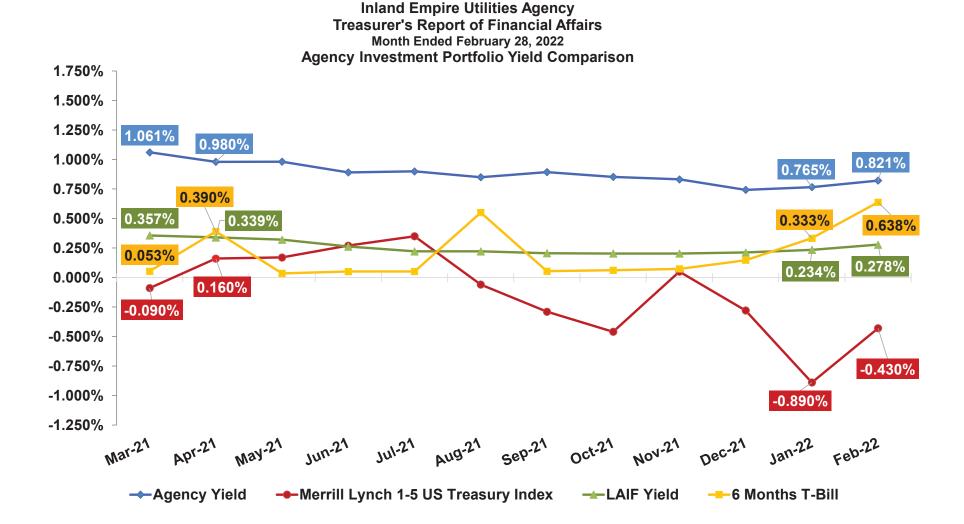


Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended February 28, 2022 U.S. Government Sponsored Entities Portfolio \$29,067,951



Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended February 28, 2022 Agency Investment Portfolio Maturity Distribution (Unrestricted) \$195,407,002





AGENCY REPRESENTATIVES' REPORTS



SANTA ANA WATERSHED PROJECT AUTHORITY 11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

#### PURSUANT TO THE PROVISIONS OF AB 361, THIS MEETING WILL BE CONDUCTED VIRTUALLY WITH THE OPPORTUNITY FOR PUBLIC COMMENT. ALL VOTES TAKEN WILL BE CONDUCTED BY ORAL ROLL CALL.

SAWPA

This meeting will be accessible as follows:

| Meeting Access Via Computer (Zoom)*:  | Meeting Access Via Telephone*:       |
|---------------------------------------|--------------------------------------|
| • https://sawpa.zoom.us/j/83970651565 | <ul> <li>1 (669) 900-6833</li> </ul> |
| • Meeting ID: 839 7065 1565           | • Meeting ID: 839 7065 1565          |
| *                                     | ·                                    |

Participation in the meeting via the Zoom app (a free download) is strongly encouraged

## **REGULAR COMMISSION MEETING TUESDAY, APRIL 5, 2022 – 9:30 A.M.**

## <u>AGENDA</u>

## 1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Marco Tule, 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

#### 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. <u>APPROVAL OF MEETING MINUTES: MARCH 15, 2022</u> Recommendation: Approve as posted.
- B. <u>TREASURER'S REPORT: FEBRUARY 2022</u> Recommendation: Approve as posted.

#### 6. NEW BUSINESS

#### A. <u>AUTHORIZATION FOR NETWORK COORDINATOR REQUEST FOR PROPOSALS</u> (CM#2022.20)

(This item is subject to the provisions of Project Agreement 25) Presenter: Ian Achimore

**Recommendation:** Authorize the release of a Request for Proposals (RFP) to fill the collaboratively funded Network Coordinator consultant for the California Integrated Regional Water Management (IRWM) Roundtable of Regions.

#### B. <u>JOINT ROUNDTABLE OF REGIONS LETTER ADVOCATING FOR IRWM FUNDING</u> (CM#2022.21) (This item is subject to the provisions of Project Agreement 25)

**Presenter:** Ian Achimore **Recommendation:** Receive and file.

#### C. <u>SANTA ANA RIVER WATERSHED WEATHER MODIFICATION PILOT PROGRAM</u> <u>UPDATE AND IMPLEMENTATION SCHEDULE (CM#2022.22)</u> (This item is subject to the provisions of Project Agreement 25) Presenter: Mark Norton Recommendation: Receive and file.

#### 7. <u>INFORMATIONAL REPORTS</u> Recommendation: Receive for information.

#### A. CHAIR'S COMMENTS/REPORT

#### B. COMMISSIONERS' COMMENTS

#### C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

#### 8. CLOSED SESSION

## A. <u>CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION</u> Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9: One case.

#### 9. CLOSED SESSION REPORT

#### 10. ADJOURNMENT

#### PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@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 <u>www.sawpa.org</u>, subject to staff's ability to post documents prior to the meeting.

#### Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on March 31, 2022, a copy of this agenda has been uploaded to the SAWPA website at <u>www.sawpa.org</u> and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

## 2022 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month (NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

| January      |                                          | February    |                                             |
|--------------|------------------------------------------|-------------|---------------------------------------------|
| 1/4/22       | Commission Workshop [cancelled]          | 2/1/22      | Commission Workshop                         |
| 1/18/22      | Regular Commission Meeting               | 2/15/22     | Regular Commission Meeting                  |
| March        |                                          | April       |                                             |
| 3/1/22       | Commission Workshop                      | 4/5/22      | Commission Workshop                         |
| 3/15/22      | Regular Commission Meeting               | 4/19/22     | Regular Commission Meeting                  |
| Мау          |                                          | June        |                                             |
| 5/3/22       | Commission Workshop                      | 6/7/22      | Commission Workshop                         |
| 5/17/22      | Regular Commission Meeting               | 6/21/22     | Regular Commission Meeting                  |
| 5/3 - 5/6/22 | 2 ACWA Spring Conference, Sacramento, CA |             | -                                           |
| July         |                                          | August      |                                             |
| 7/5/22       | Commission Workshop                      | 8/2/22      | Commission Workshop                         |
| 7/19/22      | Regular Commission Meeting               | 8/16/22     | Regular Commission Meeting                  |
| September    | r                                        | October     |                                             |
| 9/6/22       | Commission Workshop                      | 10/4/22     | Commission Workshop                         |
| 9/20/22      | Regular Commission Meeting               | 10/18/22    | Regular Commission Meeting                  |
| November     |                                          | December    |                                             |
| 11/1/22      | Commission Workshop                      | 12/6/22     | Commission Workshop                         |
| 11/15/22     | Regular Commission Meeting               | 12/20/22    | Regular Commission Meeting                  |
|              |                                          | 11/29 – 12/ | 2/22 ACWA Fall Conference, Indian Wells, CA |



#### PURSUANT TO THE PROVISIONS OF AB 361, THIS MEETING WILL BE CONDUCTED VIRTUALLY WITH THE OPPORTUNITY FOR PUBLIC COMMENT. ALL VOTES TAKEN WILL BE CONDUCTED BY ORAL ROLL CALL.

This meeting will be accessible as follows:

| Meeting Access Via Computer (Zoom)*:         | Meeting Access Via Telephone*: |  |  |  |
|----------------------------------------------|--------------------------------|--|--|--|
| • <u>https://sawpa.zoom.us/j/88286758095</u> | • 1 (669) 900-6833             |  |  |  |
| • Meeting ID: 882 8675 8095                  | • Meeting ID: 882 8675 8095    |  |  |  |
| *                                            |                                |  |  |  |

Participation in the meeting via the Zoom app (a free download) is strongly encouraged

## REGULAR COMMISSION MEETING TUESDAY, APRIL 19, 2022 – 9:30 A.M.

## **AGENDA**

## 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Marco Tule, 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

## 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. <u>APPROVAL OF MEETING MINUTES: APRIL 5, 2022</u> Recommendation: Approve as posted.

#### B. <u>RESOLUTION ON CONTINUATION OF REMOTE COMMISSION AND COMMITTEE</u> <u>MEETINGS (CM#2022.23)</u>

**Recommendation:** Adopt Resolution No. 2022-5 Proclaiming A State of Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom, and Re-Authorizing Remote Teleconference Meetings of all Commission and Committee meetings of the Santa Ana Watershed Project Authority for the period of April 19, 2022 to May 19, 2022 pursuant to Brown Act Provisions.

## 6. NEW BUSINESS

## A. AUDIT SERVICES FYE 2022, 2023, AND 2024 (CM#2022.24)

**Presenter:** Karen Williams **Recommendation:** Award the contract for Audit Services for FYE 2022, 2023, and 2024, to Fedak & Brown, LLP.

#### B. <u>SUPPORT ORANGE COUNTY WATER DISTRICT'S LEGISLATIVE PLATFORM</u> <u>APPEALING TO FEDERAL LEGISLATORS TO PASS THE PER- AND</u> <u>POLYFLUOROALKYL SUBSTANCES (PFAS) LEGISLATION (CM#2022.25)</u> Presenter: Jeff Mosher

**Recommendation:** To authorize staff to send the support letters advocating for the Resolution 2022-6 that supports federal PFAS legislation that protects ratepayers and water/wastewater agencies.

## 7. INFORMATIONAL REPORTS

**Recommendation:** Receive for information.

- A. <u>CASH TRANSACTIONS REPORT FEBRUARY 2022</u> Presenter: Karen Williams
- B. <u>INTER-FUND BORROWING FEBRUARY 2022 (CM#2022.26)</u> Presenter: Karen Williams
- C. <u>PERFORMANCE INDICATORS/FINANCIAL REPORTING FEBRUARY 2022</u> (CM#2022.27) Presenter: Karen Williams
- D. <u>PROJECT AGREEMENT 25 OWOW FUND FINANCIAL REPORT, JANUARY 2022</u> Presenter: Karen Williams
- E. <u>PROJECT AGREEMENT 25 OWOW FUND FINANCIAL REPORT, FEBRUARY 2022</u> Presenter: Karen Williams
- F. <u>PROJECT AGREEMENT 26 ROUNDTABLE FUND FINANCIAL REPORT</u> JANUARY 2022 Presenter: Karen Williams
- G. <u>PROJECT AGREEMENT 26 ROUNDTABLE FUND FINANCIAL REPORT –</u> <u>FEBRUARY 2022</u> Presenter: Karen Williams
- H. <u>OWOW QUARTERLY STATUS REPORT: JANUARY MARCH 2022</u> Presenter: Mark Norton
- I. <u>ROUNDTABLES QUARTERLY STATUS REPORT: JANUARY MARCH 2022</u> Presenter: Mark Norton
- J. <u>GENERAL MANAGER REPORT</u> Presenter: Jeff Mosher
- K. <u>STATE LEGISLATIVE REPORT</u> Presenter: Jeff Mosher
- L. <u>CHAIR'S COMMENTS/REPORT</u>
- M. <u>COMMISSIONERS' COMMENTS</u>
- N. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

#### 8. CLOSED SESSION

There were no Closed Session items anticipated at the time of the posting of this agenda.

#### 9. ADJOURNMENT

#### PLEASE NOTE:

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#### **Declaration of Posting**

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## 2022 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

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| 11/15/22     | Regular Commission Meeting               | 12/20/22    | Regular Commission Meeting                  |
|              | -                                        | 11/29 – 12/ | 2/22 ACWA Fall Conference, Indian Wells, CA |

AGENCY REPRESENTATIVES' REPORTS

# **4B**



THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA



## Regular Board of Directors Meeting - Final - Revised 2

April 12, 2022

#### 12:00 PM

Tuesday, April 12, 2022 Meeting Schedule

08:30 am - WP&S 11:30 am - Break 12:00 pm - BOD

Teleconference meetings will continue until further notice. Live streaming is available for all board and committee meetings on mwdh2o.com (<u>Click Here</u>)

A listen only phone line is also available at 1-800-603-9516; enter code: 2176868#. 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 enter Code: 9601962.

MWD Headquarters Building - 700 N. Alameda Street - Los Angeles, CA 90012

## 1. Call to Order

- 1.1 Invocation: Mitch Lahouti, Metropolitan Retiree
- 1.2 Pledge of Allegiance: Director David De Jesus, Three Valleys Municipal Water District
- 2. Roll Call
- 3. Determination of a Quorum
- 4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))
  - a. Member Agency Overview: Sunny Wang, Water Resources <u>21-985</u> Manager, City of Santa Monica

Attachments: 04122022 BOD 4a Presentation.pdf

## 5. OTHER MATTERS AND REPORTS

A. Report on Directors' Events Attended at Metropolitan's Expense <u>21-986</u>

Attachments: 04122022 BOD 5A Report.pdf

#### **Board of Directors**

Page 2

| В. | Chairwoman's Monthly Activity Report      | <u>21-987</u> |
|----|-------------------------------------------|---------------|
|    | Attachments: 04122022 BOD 5B Report.pdf   |               |
| C. | General Manager's Monthly Activity Report | <u>21-988</u> |
|    | Attachments: 04122022 BOD 5C Report.pdf   |               |
| D. | General Counsel's summary of activities   | <u>21-989</u> |
|    | Attachments: 04122022 BOD 5D Report.pdf   |               |
| Е. | General Auditor's summary of activities   | <u>21-990</u> |
|    | Attachments: 04122022 BOD 5E Report.pdf   |               |
| F. | Ethics Officer's summary of activities    | <u>21-991</u> |
|    | Attachments: 04122022 BOD 5F Report.pdf   |               |

#### \*\* CONSENT CALENDAR ITEMS -- ACTION \*\*

## 6. CONSENT CALENDAR OTHER ITEMS - ACTION

 A. Approval of the Minutes of the Regular Meeting for March 8, 2022, the Special Meeting for March 22, 2022, and the Special Meeting for March 29, 2022 (Copies have been submitted to each Director) Any additions, corrections, or omissions)

Attachments: 04122022 BOD 6A-1 minutes.pdf 04122022 BOD 6A-2 minutes.pdf 04122022 BOD 6A-3 minutes.pdf

B. Adopt resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of Metropolitan's legislative bodies for a period of 30 days; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Attachments: 04122022 BOD 6B Resolution.pdf

C. Approve Committee Assignments

## 7. CONSENT CALENDAR ITEMS - ACTION

7-1 Adopt the 2020 Integrated Water Resources Plan Needs <u>21-971</u>
 Assessment; the General Manager has determined that the proposed action is exempt of otherwise not subject to CEQA (IRP)

Attachments: 04122022 IRP 7-1 B-L.pdf 03222022 IRP 7-1 Presentation.pdf

7-2 Adopt the resolution finding that the ad valorem property tax rate limitation of Metropolitan Water District Act Section 124.5 is not applicable because it is essential to Metropolitan's fiscal integrity to collect ad valorem property taxes in excess of the limitation for fiscal years 2022/23 through 2025/26 or 2022/23 through 2023/24; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (FI)

Attachments: 04122022 FI 7-2 B-L.pdf 04112022 FI 7-2 Presentation.pdf

7-3 Approve the proposed biennial budget for fiscal years 2022/23 and 2023/24, which includes the Capital Investment Plan and revenue requirements for fiscal years 2022/23 and 2023/24, and ten-year forecast; adopt resolutions fixing and adopting the water rates and charges for calendar years 2023 and 2024; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (FI)

Attachments: 04122022 FI 7-3 B-L only 04122022 FI 7-3 B-L and attachments.pdf 04112022 FI 7-3 Presentation.pdf

7-4 Authorize an agreement with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$8.5 million to replace the control system at the Mills Water Treatment Plant and amend an existing agreement with CH2M Hill Engineers, Inc. for a not-to exceed amount of \$4.435 million; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA (EO)

Attachments: 04122022 EO 7-4 B-L.pdf 04112022 EO 7-4 Presentation.pdf 7-5 Appropriate \$600 million for projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24 and authorize the General Manager to initiate or proceed with work on capital projects identified in the Capital Investment Plan for Fiscal Years 2022/23 and 2023/24 and Minor Capital Projects to be identified during the biennial period, subject to any limits on the General Manager's authority and CEQA requirements; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (EO)

Attachments: 04122022 EO 7-5 B-L.pdf 04112022 EO 7-5 Presentation.pdf

7-6 Adopt the CEQA determination that the proposed project was previously addressed in the approved 2014 Mitigated Negative Declaration and related CEQA action and (1) award a \$17,226,250 contract to Spiniello Infrastructure West, Inc. to replace the lining in a portion of the Orange County Feeder; and (2) authorize the General Manager to enter into a new 24-month lease agreement, with an 18-month option to extend, at 2750 Bristol Street in Costa Mesa, CA (Assessor's Parcel No. 418 182-05) in an amount not to exceed \$360,000 for use as a construction staging and storage site (EO)

Attachments: 04122022 EO 7-6 B-L.pdf 04112022 EO 7-6 Presentation.pdf

7-7 Approve the General Manager's Strategic Priorities; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Attachments: 04122022 BOD 7-7 B-L.pdf 04122022 BOD 7-7 Presentation.pdf

7-8 Authorize granting a new ten-year license agreement to New Cingular Wireless, PCS LLC, for the continued operation of an existing telecommunications site on Metropolitan's fee-owned property in the city of Yorba Linda, identified as Orange County Assessor Parcel Number 329-021-03; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (RPAM)

Attachments: 04122022 RPAM 7-8 B-L.pdf 04112022 RPAM 7-8 Presentation.pdf 7-9 Authorize granting a new ten-year license agreement to CCATT LLC, for the continued operation of an existing telecommunications site on Metropolitan's fee-owned property in the city of Los Angeles commonly identified as Los Angeles County Assessor Parcel Number 4493-014-906; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (RPAM)

Attachments: 04122022 RPAM 7-9 B-L.pdf 04112022 RPAM 7-9 Presentation.pdf

 7-10 Authorize agreement with Western Municipal Water District, Rubidoux Community Services District, West Valley Water District, and San Bernardino Valley Municipal Water District to provide Rubidoux Community Services District assistance on water deliveries; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (WPS)

Attachments: 04122022 WPS 7-10 B-L.pdf 04122022 WPS 7-10 Presentation.pdf

7-11 Authorize the General Manager to negotiate an agreement consistent with the draft terms of the Metropolitan Water District/Inland Empire Utilities Agency Exchange Agreement; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (WPS)

Attachments: 04122022 WPS 7-11 B-L.pdf 04122022 WPS 7-11 Presentation.pdf

7-12 Authorize the General Manager to: (1) secure one-year water transfers with various water districts north of the Sacramento-San Joaquin River Delta for up to 75,000 acre-feet of additional supplies; (2) secure storage and conveyance agreements with the Department of Water Resources and various water districts to facilitate these transfers; (3) pay up to \$60 million from the State Water Project Budget for such transfers; and grant final decision-making authority to the General Manager subject to the terms set forth in this letter; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (WPS)

Attachments: 04122022 WPS 7-12 B-L .pdf 04122022 WPS 7-12 Presentation.pdf  7-13 Appropriate \$20 million, and authorize an amendment to the 2019 Reservoir Project Agreement with the Sites Project Authority to allow participation in the Sites Reservoir Project Amendment 3 Workplan; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (WPS)

Attachments: 04122022 WPS 7-13 B-L .pdf 04122022 WPS 7-13 Presentation.pdf

- 7-14 Declare Water Supply Condition; adopt supporting resolution; and authorize the General Manager to finalize a Water Supply Allocation for portions of the service area; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. [WITHDRAWN] (WPS)
- 7-15 Review and Express Support for the Bay-Delta Watershed
   21-1060
   Voluntary Agreements; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA.
   [WITHDRAWN] (WPS)
- 7-16 Express support for SB 991 (Newman, D-Fullerton): Public <u>21-1006</u> contracts: progressive design-build: local agencies; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (CL)

Attachments: 04122022 CL 7-16 B-L.pdf 04112022 CL 7-16 Presentation.pdf

7-17 Report on Baker Electric, Inc. v. Metropolitan Water District of Southern California, et al., (Los Angeles Superior Court Case No. 21STCV15612) regarding Metropolitan's CRA 6.9 kV Power Cables Replacement Project, Contract No. 1915; authorize an increase in the maximum amount payable under contract with Musick, Peeler & Garrett LLP, for legal services by \$600,000 to an amount not to exceed \$900,000; and authorize an increase in the maximum amount payable under contract with Exponent, Inc. for consultant services by \$300,000 to an amount not to exceed \$400,000; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA. [Conference with legal counsel - existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1). [SUBJECT REVISED 4/7/2022] (LC)

Page 7

 7-18 Authorize settlement of John Campbell v. The Metropolitan Water District of Southern California Workers Compensation Appeals Board, Riverside, Case Numbers ADJ11262832, ADJ9311537, ADJ7783020, and ADJ8290584; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with legal counsel – existing litigation; to be heard in closed session pursuant to Government Code Section 54956.9(d)(1)] (LC)

## \*\* END OF CONSENT CALENDAR ITEMS \*\*

## 8. OTHER BOARD ITEMS - ACTION

NONE

## 9. BOARD INFORMATION ITEMS

**9-1** Report on Conservation

21-1009

Attachments: 04122022 BOD 9-1 Report.pdf

**9-2** Information on a proposed Water Shortage Emergency Condition and Emergency Water Conservation Program to Preserve Metropolitan's Supplies in the State Water Project-Dependent Areas. [SUBJECT REVISED 4/8/2022]

Attachments: 04122022 WPS 9-2 B-L.pdf 04122022 WPS 9-2 Presentation.pdf

## **10. OTHER MATTERS**

NONE

11. FOLLOW-UP ITEMS

NONE

- 12. FUTURE AGENDA ITEMS
- 13. ADJOURNMENT

NOTE:

#### **Board of Directors**

Page 8

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 parenthesis at the end of the description of the agenda item e.g. (E&O, BF&I). Committee agendas may be obtained from the Executive Secretary.

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 Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

AGENCY REPRESENTATIVES' REPORTS

# **4C**



## AGENDA SPECIAL MEETING OF THE REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE

## Tuesday, April 5, 2022 4:00 p.m. Teleconference Call

In an effort to prevent the spread of COVID-19, the Regional Sewerage Program Policy Committee Meeting will be held remotely by teleconference.

Teams Conference Link: <u>https://teams.microsoft.com/l/meetup-</u> join/19%3ameeting\_N2NjOTczNzUtMjg5Mi00OTk5LTk5YmMtYTBkOWRiODgyMzVi%40thread.v2/0?c ontext=%7b%22Tid%22%3a%224c0c1e57-30f3-4048-9bd2cd58917dcf07%22%2c%22Oid%22%3a%22329ec40e-eb94-4218-9621-6bfa0baa9697%22%7d

## Teleconference: 1-415-856-9169/Conference ID: 893 863 357#

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 the number provided above. Comments may also be submitted by email to the Recording Secretary Sally Lee at <a href="mailto:shlee@ieua.org">shlee@ieua.org</a> prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Committee Members.

Call to Order/Flag Salute

Roll Call

#### **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. <u>Comments will be limited to three minutes per speaker.</u>

(Continued)

#### 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. Technical Committee Report (Oral)

#### 2. Action Item

- A. Approval of March 3, 2022 Policy Committee Meeting Minutes
- B. RP-1 Disinfection Improvements Construction Contract Award

#### 3. Informational Items

- A. Regional Contract Negotiation Update (Oral)
- B. RP-5 Expansion Project Update
- C. Grants Semi Annual Update
- D. FY 2022/23-FY 2031/32 Ten-Year Capital Improvement Plan and Ten-Year Forecast
- E. Recycled Water Cost of Service Study Update

#### 4. Receive and File

- A. Recycled Water Groundwater Recharge Update
- 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 May 5, 2022

#### Adjourn

#### **DECLARATION OF POSTING**

I, Sally Lee, Executive Assistant of the Inland Empire Utilities Agency\*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at <u>www.ieua.org</u> at least seventy-two (72) hours prior to the meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Sally Lee at (909) 993-1926 or <u>shlee@ieua.org</u> 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

AGENCY REPRESENTATIVES' REPORTS

# **4D**

#### CHINO BASIN WATERMASTER WATERMASTER BOARD MEETING\*

11:00 a.m. – March 24, 2022 *Mr. Jim Curatalo, Chair Mr. Jeff Pierson, Vice-Chair*  **At The Offices Of Chino Basin Watermaster** 9641 San Bernardino Road Rancho Cucamonga, CA 91730

## **AGENDA**

FLAG SALUTE

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 noncontroversial 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 February 24, 2022

#### **B. FINANCIAL REPORTS**

Receive and file as presented:

- 1. Cash Disbursements for the month of January 2022
- 2. Watermaster VISA Check Detail for the month of January 2022
- 3. Combining Schedule for the Period July 1, 2021 through January 31, 2022
- 4. Treasurer's Report of Financial Affairs for the Period January 1, 2022 through January 31, 2022
- 5. Budget vs. Actual Report for the Period July 1, 2021 through January 31, 2022
- 6. Cash Disbursements for February 2022 (Information Only)

#### C. OBMP SEMI-ANNUAL STATUS REPORT 2021-2

Adopt the Semi-Annual OBMP Status Report 2021-2 and direct staff to file with the Court.

#### D. SGMA REPORTING FOR WATER YEAR 2021

Approve and direct staff to file the information/reports with the DWR.

E. RESOLUTION 2022-04 AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER BROWN ACT

Adopt Resolution 2022-04 Authorizing Remote Teleconference Meetings under the Ralph M. Brown Act.

#### II. BUSINESS ITEMS

None

#### III. <u>REPORTS/UPDATES</u>

#### A. LEGAL COUNSEL

- 1. San Bernardino Superior Court Emergency Order
- 2. Ag Pool Appeal of November 5, 2021 Order
- 3. April 8, 2022 Hearing
- 4. Kaiser Permanente Lawsuit

#### **B. ENGINEER**

- 1. Safe Yield Data Collection and Evaluation Update
- 2. SGMA Annual Report
- 3. GLMC/PBHSP Scope and Budget Process
- 4. Jurupa Basin Conservation Berm and Trash Boom

#### C. CHIEF FINANCIAL OFFICER

1. Fiscal Year 2022/23 Budget Schedule

#### D. GENERAL MANAGER

- 1. Board Special Meeting
- 2. Evergreen Storage Agreements
- 3. Status Report: Exhibit G Physical Solution Transfers
- 4. Reopening/Meetings/Visitor Policy
- 5. Other

#### IV. BOARD MEMBER COMMENTS

#### V. OTHER BUSINESS

#### VI. CONFIDENTIAL SESSION – POSSIBLE ACTION

Pursuant to Article II, Section 2.6, of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

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

 City Of Ontario's Application For An Order To Extend Time Under Judgement, Paragraph 31(C) To Challenge Watermaster Action/Decision On November 18, 2021 To Approve The FY 2021/2022 Assessment Package. If Such Request Is Denied, This Filing Is The Challenge

#### VII. FUTURE MEETINGS AT WATERMASTER\*

| 03/24/22 | Thu | 11:00 a.m. | Watermaster Board                                          |
|----------|-----|------------|------------------------------------------------------------|
| 03/31/22 | Thu | 9:00 a.m.  | Ground-Level Monitoring Committee (GLMC)                   |
| 04/05/22 | Tue | 10:00 a.m. | Evergreen Storage Agreements Workshop                      |
| 04/14/22 | Thu | 9:00 a.m.  | Appropriative Pool Committee                               |
| 04/14/22 | Thu | 11:00 a.m. | Non-Agricultural Pool Committee                            |
| 04/14/22 | Thu | 1:30 p.m.  | Agricultural Pool Committee                                |
| 04/21/22 | Thu | 9:00 a.m.  | Advisory Committee                                         |
| 04/26/22 | Tue | 1:30 p.m.  | Data Collection and Evaluation Workshop No. 3 (Safe Yield) |
| 04/28/22 | Thu | 11:00 a.m. | Watermaster Board                                          |

\* Watermaster Board meetings are being held in person with an option to participate remotely. The format of future Committee meetings will be determined by each Committee.

#### ADJOURNMENT

AGENCY REPRESENTATIVES' REPORTS

# **4E**

## **REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS**

## CHINO BASIN DESALTER AUTHORITY

#### April 7, 2022 • 2:00 p.m.

#### NOTICE AND AGENDA

All documents available for public review are on file with the Authority's

Secretary located at 3550 E. Philadelphia Street, Suite 170, Ontario, CA 91761

According to the directives from the California Department of Public Health and Executive Order N-08-21 issued by Governor Gavin Newsom, members of the public are invited to participate via video or teleconference

| To join teleconference: |                       |                                        |                         |  |  |  |  |
|-------------------------|-----------------------|----------------------------------------|-------------------------|--|--|--|--|
| Dial-in #:              | <u>(669) 900 6833</u> | Zoom Meeting ID: 813 5205 9101         | Passcode: <u>380557</u> |  |  |  |  |
| To join video           | conference:           |                                        |                         |  |  |  |  |
| Click on link:          | Join Zoom Meeting     |                                        |                         |  |  |  |  |
| Or copy URL:            | https://us02web.zoom. | us/j/81352059101?pwd=M01uOEVteVBCTnVyZ | <u>'0tKVUxrb1hHdz09</u> |  |  |  |  |
| Or go to                | https://zoom.us/      | Zoom Meeting ID: 813 5205 9101         | Passcode: <u>380557</u> |  |  |  |  |

#### 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.

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.

#### **ADDITIONS TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require twothirds 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.

#### **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 MARCH 3, 2022 SPECIAL BOARD MEETING

#### 2. RESOLUTION 2021-12 PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS

#### Staff Recommendation:

- 1. Approve Resolution 2021-12, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions
- 3. TREASURER'S FINANCIAL AFFAIRS REPORT Report by: Jose Garcia, CDA Principal Accountant
- 4. TREASURER'S REPORT ON GENERAL DISBURSEMENTS Report by: Jose Garcia, CDA Principal Accountant
- 5. BUDGET VARIANCE REPORT Report by: Jose Garcia, CDA Principal Accountant
- 6. INVESTMENT REPORT Report by: Jose Garcia, CDA Principal Accountant

## ACTION ITEMS

Prior to action of the CDA Finance Committee, any member of the audience will have the opportunity to address the CDA Board on any item listed on the agenda, including those on any consent calendar. Please submit a comment card to the secretary with the agenda item number noted.

#### 7. CONSTRUCTION CONTRACT AWARD FOR RO SYSTEMS AND SODIUM HYPOCHLORITE STORAGE TANKS IMPROVEMENTS PROJECT Report By: Thomas O'Neill, CDA General Manager/CEO

#### **Staff Recommendation:**

- Approve the contract award to the lowest responsive and responsible bidder Metro Builders & Engineers Group for the Construction of the RO Systems and Sodium Hypochlorite Storage Tanks Improvements Project in the not-to-exceed amount of \$451,776.
- 2. Authorize the General Manager/CEO to execute the contract and approve authorized expenditures up to a not-to-exceed total of \$500,000.
- 8. CHANGE ORDER TO EUROFINS EATON ANALYTICAL PURCHASE ORDER FOR PFOS/PFOA SAMPLING

Report By: Thomas O'Neill, CDA General Manager/CEO

#### Staff Recommendation:

- 1. Approve Change Order to Eurofins Eaton Analytical Purchase Order for PFOS/PFOA Sampling in the not-to-exceed amount of \$50,000.
- 2. Authorize the General Manager/CEO to approve authorized expenditures up to a new not-to-exceed total of \$100,000.

## 9. ADOPTION OF CHINO BASIN DESALTER AUTHORITY'S REVISED RESERVE POLICY

#### Staff Recommendation:

- 1. Approve the Chino Basin Desalter Authority's Revised Reserve Policy; and
- 2. Adopt Resolution 2022-13 approving the CDA's Revised Reserve Policy.

## 10. RECONCILIATION OF ALLOCATION OF COSTS AND ANALYSIS OF UNRESTRICTED RESERVE

#### Staff Recommendation:

- 1. Approve the reconciliation of the allocation of costs for fiscal year 2020/21; and
- 2. Consider and recommend action regarding distribution/retention of surplus of \$3,173,907 to fund the reserve for future capital projects.
- 3. Approve the analysis of reserve balance at June 30, 2021

#### **INFORMATION ITEMS**

- 11. FY20/21 MWD LRP DISTRIBUTION & RETENTION OF FUNDS Report by: Jose Garcia, CDA Principal Accountant
- 12. 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).

13. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: CONSIDERATION OF INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4)

## (ONE POTENTIAL CASE)

14. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)

(ONE POTENTIAL CASE)

#### DIRECTOR COMMENTS

#### **ADJOURN**

#### Declaration of Posting

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.

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 April 4, 2022.

Casey Costa, Executive Assistant

## AGENCY REPRESENTATIVES' REPORTS

# **4**F



#### SPECIAL MEETING OF THE BOARD OF DIRECTORS MONDAY, April 4, 2022 10:00 A.M. (Teleconference Meeting)

Telecon:

#### www.ierca.org/calendar

+1 415-856-9169 United States, San Francisco (Toll) Conference ID: 960 112 230#

PURSUANT TO AB 361, IERCA BOARD MEETINGS WILL CONTINUE TO BE CONDUCTED THROUGH TELECONFERENCE IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19. THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR ATTENDING THE MEETING IN PERSON.

#### TELECONFERENCE ACCESSIBILITY FOR THE GENERAL PUBLIC:

In all efforts to prevent the spread of COVID-19, until further notice, the Inland Empire Regional Composting Authority will be holding all Board meetings by teleconferencing. The meeting will be accessible at: (415) 856-9169 / Conf Code: 960 112 230#

The public may participate and provide public comment during the meeting by calling into the number provided above. Public comments may also be submitted to the Recording Secretary at <u>afernandez@ieua.org</u> no later than 24 hours prior to the scheduled meeting time. Comments will be distributed to the Board of Directors.

#### <u>CALL TO ORDER</u> OF THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY BOARD OF DIRECTORS SPECIAL MEETING

## FLAG SALUTE

## PUBLIC COMMENT

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

#### **INTRODUCTIONS**

NONE

#### 1. **INFORMATION ITEMS**

#### A. <u>COVID-19 UPDATE</u>

#### 2. ACTION ITEMS

#### A. ADOPTION OF RESOLUTION NO. 2022-04-01

A Resolution of the Board of Directors of the Inland Empire Regional Composting Authority, making certain findings and determinations regarding special rules for conducting meetings through teleconference.

#### 3. DIRECTOR COMMENTS

Next regular meeting is scheduled for Monday, May 2, 2022, at 10:00 a.m.

#### 4. <u>ADJOURN</u>

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Recording Secretary (909-993-1744), 48 hours prior to the scheduled meeting so that the Authority can make reasonable arrangements.

#### **Declaration of Posting**

I, Adrianne Fernandez, Recording Secretary to the Inland Empire Regional Composting Authority, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Los Angeles County Sanitation District 1955 Workman Mill Road, Whittier, CA and at the IERCA's Administrative Building, 12645 Sixth Street, Rancho Cucamonga, CA and at the IEUA's main office, 6075 Kimball Ave., Chino, CA on Wednesday, March 30, 2022.

Adrianne Fernandez

Adrianne Fernandez, Recording Secretary

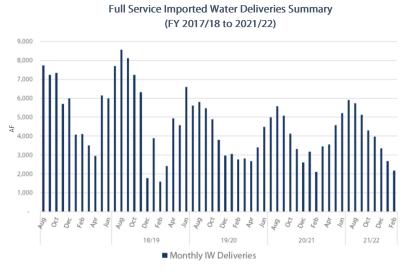
## GENERAL MANAGER'S REPORT

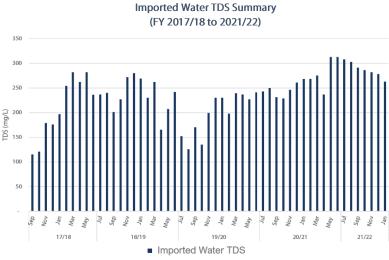


## **GENERAL MANAGER'S REPORT**

**APRIL 2022** 

#### Imported Water

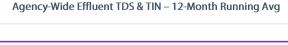


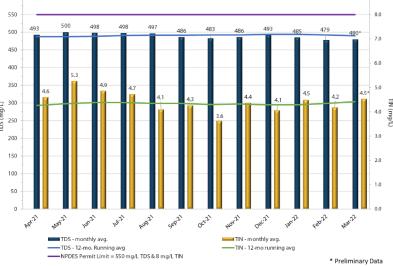


**Recycled Water** 

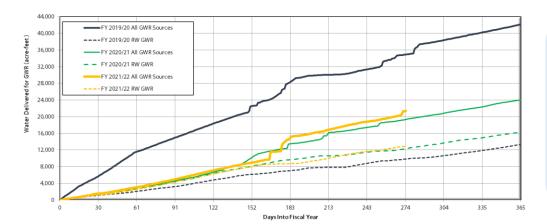
600

**Recycled Water Use** 60.0 49.1 49. 50.0 45.0 40.0 35.0 19W) 30.0 20.0 10.0 5.0 0.0 Discharged Effluent Recycled Water ary Data





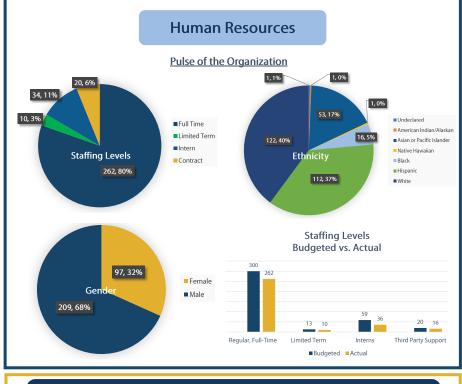
## Groundwater Recharge



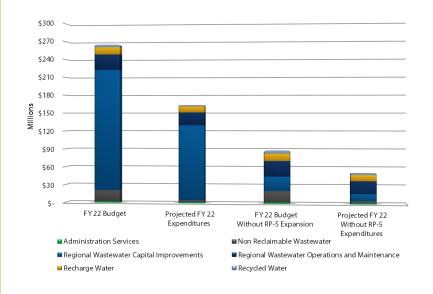
#### MARCH 2022 NOTES:

- Total stormwater and dry weather flow recharged is preliminarily estimated at 1,066 acre-feet.
- Recycled water delivered for recharge totaled 1,227 acre-feet.
- Imported water recharge did not occur.
- Chino Basin Watermaster will remove 1.5% for evaporation losses from delivered supplemental water sources (imported water and recycled water).
- Considering evaporation losses, total recharge is preliminarily estimated at 2,276 acre-feet.

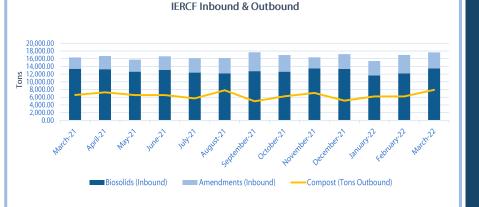
#### (1) 300 (250 (21) 250

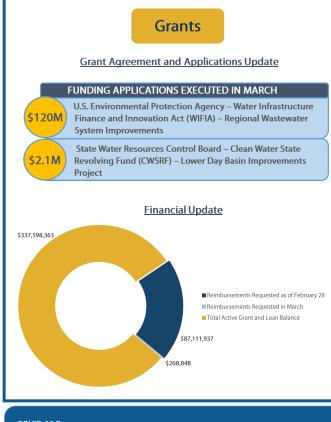


#### Engineering & Construction Management FY 21/22 Budget Status Update



#### **Biosolids/Compost**





COVID-19 Response:

Management team and key staff members continue to meet when necessary to discuss Agency impacts from COVID-19.



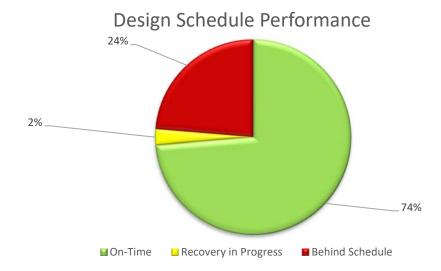
Bid & Award Look Ahead Schedule Active Capital Improvement Project Status Emergency Projects

#### **Agency Highlights**

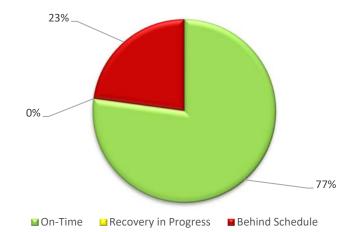
- Recycled Water and Groundwater Recharge for February 2022 was a program high for past Februarys. February 2022 saw approximately 1,490 AF of recycled water delivered for groundwater recharge. The prior high for a February was 1,352 AF in 2016.
- The Agency celebrated March as National Procurement Month. The Contracts and Procurement (CAP) department shared information throughout the month about the Agency's procurement programs and processes, including helpful tips and tricks in SAP.
- The Laboratory underwent a onsite assessment, a biennial requirement for continued state accreditation. The third-party provider performed the assessment which included an evaluation of the analytical methods the Agency is accredited for, instrumentation and equipment requirements, compliance with laws and regulations, and the lab's quality systems.
- On March 7, several small bones were found during an excavation to install Manhole #2 as part of the RP-5 Expansion Project. Upon closer inspection by the project's paleontologist on March 8 and 9, a bone about 3'-6' long was discovered in the side of the excavation about 25' below grade. The paleontologist firm excavated around the large bone, poured a partial plaster cast, and removed it from the excavation. The paleontologist will continue to observe the excavation for any additional bones.
- March 6 marked the start of National Groundwater Awareness Week. This annual observance is sponsored by the National Groundwater Association and highlights how important groundwater is to people's health and the environment. Staff shared groundwater saving tips on social media (@IEUAwater) to advise the public on ways they can help our team protect and preserve groundwater resources.
- March 14 marked the start of EPA's annual Fix a Leak Week. Celebrated through March 20, 2022, Fix a Leak Week reminds the public of the impact finding leaks can have on water savings and raises awareness of how to fix them. Staff invited residents to share their tips for finding and/or fixing leaks to receive a free leak detection kit and hose nozzle.
- On March 18, the Department of Water Resources reduced the State Water Project allocation from Northern to Southern California from 15% down to 5% of the contracted amount. This is due to a historically dry January, February, and March. IEUA is closely working with MWD, regional agencies, and our customer agencies on drought programs and projects to address this decrease in allocation and to enhance water resource resiliency for future droughts.

## Bid and Award Look Ahead Schedule

|    | Bid and Award Look Ahead Schedule                                                       |                                  |                                |
|----|-----------------------------------------------------------------------------------------|----------------------------------|--------------------------------|
|    | Project Name                                                                            | Projected<br>Bid Opening<br>Date | Projected<br>Bid Award<br>Date |
|    | May-22                                                                                  |                                  |                                |
| 1  | EN17006.01 CCWRF 12kV Backup Generator Control Circuit Improvements                     | 4/6/2022                         | 5/18/2022                      |
| 2  | EN22034.00 RP-1 Generator Control Panel Retrofit/Modernization                          | 3/30/2022                        | 5/18/2022                      |
|    | Jun-22                                                                                  |                                  |                                |
| 3  | EN20064.00 NSNT Sewer Siphon Replacement                                                | 4/28/2022                        | 6/15/2022                      |
|    | Jul-22                                                                                  |                                  |                                |
| 4  | EN17006.00 CCWRF Asset Management and Improvements                                      | 6/8/2022                         | 7/20/2022                      |
|    | Aug-22                                                                                  |                                  |                                |
| 5  | EN000000066 Preserve Lift Station Improvements                                          | 6/16/2022                        | 8/17/2022                      |
| 6  | EN17042.00 Digester 6 and 7 Roof Repairs                                                | 6/30/2022                        | 8/17/2022                      |
| 7  | EN23002.00 Philadelphia Lift Station Force Main Improvements                            | 7/5/2022                         | 8/17/2022                      |
| 8  | RW15003.03 Montclair Basin Improvements                                                 | 6/28/2022                        | 8/17/2022                      |
|    | Oct-22                                                                                  |                                  |                                |
| 9  | EN21051.00 Ely Monitoring Well                                                          | 7/23/2022                        | 10/19/2022                     |
| 10 | EN22041.00 RP-1 Aeration Basins Utility Water System Improvement                        | 7/31/2022                        | 10/19/2022                     |
|    | Dec-22                                                                                  |                                  |                                |
| 11 | EN13016.05 SCADA Enterprise System - (Regional Water Recycling Plant No. 1)             | 11/9/2022                        | 12/21/2022                     |
| 12 | EN21056.00 RP-1 Evaporative Cooling for Aeration Blower Building                        | 11/9/2022                        | 12/21/2022                     |
|    | Jan-23                                                                                  |                                  |                                |
| 13 | EN21041.00 RP-4 Chlorine Contact Basin Cover Repair & RW Wet Well Passive Overflow Line | 12/7/2022                        | 1/18/2023                      |
| 14 | EN21053.00 RP-1 Old Effluent Structure Rehabilitation                                   | 11/17/2022                       | 1/18/2023                      |
| 15 | EN21045.00 Montclair Force Main Improvements                                            | 11/8/2022                        | 1/18/2023                      |
|    | Feb-23                                                                                  |                                  |                                |
| 16 | EN22022.00 RP-1 Air Compressor Upgrades                                                 | 12/8/2022                        | 2/15/2023                      |



## **Construction Schedule Performance**



|     | Agency-Wide |                                                              |                                            |                                 |                                    |                              |                                                                                                                                                                                                                                                                                         |  |  |  |
|-----|-------------|--------------------------------------------------------------|--------------------------------------------|---------------------------------|------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| No. | Project ID  | Project Title                                                | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                       | Schedule Recovery Plan                                                                                                                                                                                                                                                                  |  |  |  |
| 1   | EN20034.03  | Solids Handling Facility Evaluation                          | 247,673                                    | 228,865                         | On-Time                            | Consultant<br>Contract Award |                                                                                                                                                                                                                                                                                         |  |  |  |
| 2   | EN22040.00  | NFPA 70E Arc Flash Labels                                    | 39,500                                     | 210,000                         | On-Time                            | Pre-Design                   |                                                                                                                                                                                                                                                                                         |  |  |  |
| 3   | EN19024.00  | Regional System Asset Management (Assessment Only)           | 2,267,153                                  | 3,590,419                       | On-Time                            | Pre-Design                   |                                                                                                                                                                                                                                                                                         |  |  |  |
| 4   | EN19023.00  | Asset Management Planning Document                           | 546,373                                    | 977,036                         | On-Time                            | Pre-Design                   |                                                                                                                                                                                                                                                                                         |  |  |  |
| 5   | PA22003.00  | Agency Wide Paving                                           | 28,662                                     | 3,810,000                       | On-Time                            | Design                       |                                                                                                                                                                                                                                                                                         |  |  |  |
| 6   | EN20038.00  | Agency Wide Pavement Management Study                        | 186,953                                    | 300,000                         | On-Time                            | Design                       |                                                                                                                                                                                                                                                                                         |  |  |  |
| 7   | EN19051.00  | RW Hydraulic Modeling                                        | 118,773                                    | 235,537                         | On-Time                            | Design                       |                                                                                                                                                                                                                                                                                         |  |  |  |
| 8   | FM21005.01  | Structural Agency Wide Roofing Phase III                     | 170,580                                    | 2,600,000                       | On-Time                            | Construction                 |                                                                                                                                                                                                                                                                                         |  |  |  |
| 9   | EN22043.00  | Agency Wide Chemical Containment Area Rehabilitation Phase 2 | 29,344                                     | 385,000                         | On-Time                            | Construction                 |                                                                                                                                                                                                                                                                                         |  |  |  |
| 10  | EN21036.01  | CB-11 Turnout Cabinet Repairs                                | 44,522                                     | 100,000                         | Behind<br>Schedule                 | Construction                 | Project requires SCE to pull back cables prior to the contractor removing SCE and IEUA electrical cabinets and<br>demolish concrete pad. Project is delayed pending SCE's confirmation that cables have been pulled back and<br>power supply is de-energized. Recovery is not possible. |  |  |  |
| 11  | EN19030.00  | WC Asset Management (Assessment Only)                        | 66,815                                     | 313,747                         | On-Time                            | Construction                 |                                                                                                                                                                                                                                                                                         |  |  |  |
| 12  | EN22045.00  | New Regional Project PDR's                                   | -                                          | 2,500,000                       | N/A                                | Not Started                  |                                                                                                                                                                                                                                                                                         |  |  |  |
|     |             | Sub Total                                                    | 3,746,346                                  | 15,250,604                      |                                    |                              |                                                                                                                                                                                                                                                                                         |  |  |  |

|     | Carbon Canyon            |                                                             |                                            |                                 |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|-----|--------------------------|-------------------------------------------------------------|--------------------------------------------|---------------------------------|------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| No. | Project ID               | Project Title                                               | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                    |  |  |  |
| 13  | EN17006.00               | CCWRF Asset Management and Improvements                     | 4,165,581                                  | 26,103,299                      | Recovery in<br>Progress            | Design                | The project's bid and award is delayed due to the pending approval of funding from WIFIA, the addition of the<br>ammonia control design, and the issuance of the AQMD Permits. The project will be rebaselined at the start<br>of construction.                                                                           |  |  |  |
| 14  | EN22054.01               | CCWRF Fire Hydrant Repairs                                  | 2,399                                      | 90,000                          | On-Time                            | Design                |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 15  | EN17006.01               | CCWRF 12kV Backup Generator Control Circuit Improvements    | 1,773                                      | 700,000                         | Behind<br>Schedule                 | Bid & Award           | The project is currently in the bid and award phases. The bidding was delayed because additional time was<br>needed to clarify construction design plans. The project will be rebaselined at the start of construction.                                                                                                   |  |  |  |
| 16  | EN22055.02               | CCWRF Vault Rehab and Pavement Repair                       | 236                                        | 60,000                          | On-Time                            | Bid & Award           |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     |                          | Sub Total                                                   | 4,169,988                                  | 26,953,299                      |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     |                          |                                                             | Chi                                        | ino Desalte                     | er Author                          | ity (CDA)             |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| No. | Project ID               | Project Title                                               | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                    |  |  |  |
|     |                          | None to report currently.                                   | 0                                          | 0                               |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     |                          | Sub Total                                                   | 0                                          | 0                               |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     |                          |                                                             |                                            | Col                             | lections                           |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| No. | Project ID               | Project Title                                               | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                    |  |  |  |
| 17  | EN22038.00               | RP-2 Digester 3 & 4 Exterior Condition Assessment & Repairs | -                                          | 35,000                          | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 18  | EN21058.00<br>EN20064.00 | Regional Sewer-Hydraulic Modeling                           | 85,748<br>842,080                          | 100,000<br>2,837,200            | On-Time                            | Pre-Design            | The present has been delayed allowing the relevation of the gas line prior to installing the new server IFUA is                                                                                                                                                                                                           |  |  |  |
| 19  | EN20064.00               | NSNT Odor Complaints Mitigation                             | 842,080                                    | 2,837,200                       | Behind<br>Schedule                 | Design                | The project has been delayed allowing the relocation of the gas line prior to installing the new sewer. IEUA is<br>also concurrently working with Metrolink and the City of Rancho Cucamonga to finalize the traffic control and<br>permit requirements. The project will be re-baselined at construction contract award. |  |  |  |
| 20  | EN22015.00               | Collection System Upgrades FY 21/22                         | 42,484                                     | 500,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 21  | EN22014.00               | NRWS Manhole Upgrades FY 21/22                              | 25,296                                     | 200,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 22  | EN19025.00               | Regional Force Main Improvements                            | 1,560,777                                  | 4,800,000                       | Behind<br>Schedule                 | Construction          | To avoid bypassing the San Bernardino Lift station during the rainy season, construction will resume on May<br>1, 2022. Also, the past delays are due to field challenges to drain the dual sewer line and perform the work.                                                                                              |  |  |  |
| 23  | EN19028.00               | NRW Manhole and Pipeline Condition Assessment               | 613,788                                    | 915,000                         | On-Time                            | Construction          | The contract encoded as will be delayed by 400 polarida days due to the law law by the days are deduced.                                                                                                                                                                                                                  |  |  |  |
| 24  | EN19027.00               | NRW Pipeline Relining Along Cucamonga Creek                 | 907,284                                    | 2,330,000                       | Behind<br>Schedule                 | Construction          | The project completion date will be delayed by 133 calendar days due to the long lead time needed to<br>procure and deliver the specified vinyl ester resin used for pipeline and manhole lining. Recovery is not<br>possible. A non- compensable time extension was prepared to address the delay.                       |  |  |  |
| 25  | EN22059.00               | Prado Basin Assets Retrofit-NRWS                            | -                                          | 150,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 26  | EN20056.00               | RSS Haven Avenue Repairs                                    | 2,063,451                                  | 5,850,000                       | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 27  | EN22002.00               | NRW East End Flowmeter Replacement                          | 3,375,716                                  | 3,600,000                       | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 28  | EN22039.00               | RP-4 SCADA Performance Improvement                          | 420                                        | 1,012,000                       | N/A                                | Not Started           |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 29  | EN22046.00               | New NRW Project PDR's                                       | -                                          | 500,000                         | N/A                                | Not Started           |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     |                          | Sub Total                                                   | 9,517,042                                  | 22,829,200                      |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
|     | Groundwater Recharge     |                                                             |                                            |                                 |                                    |                       |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| No. | Project ID               | Project Title                                               | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                    |  |  |  |
| 30  | EN21051.00               | Ely Monitoring Well                                         | 102,401                                    | 684,999                         | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 31  | RW15003.03               | Montclair Basin Improvements                                | 343,363                                    | 1,788,100                       | Behind<br>Schedule                 | Design                | The bidding was delayed because additional time was needed to complete required regulatory permits which<br>are expected in late May 2022. The project will be rebaselined at the start of construction.                                                                                                                  |  |  |  |
| 32  | RW15003.05               | RP-3 Basin Improvements (RMPU PID 21)                       | 1,526,326                                  | 1,819,300                       | Behind<br>Schedule                 | Construction          | Due to supply chain issues and unforeseen field conditions, the construction completion was delayed for late June 2022. Staff is working closely with the Contractor to meet the revised finish date.                                                                                                                     |  |  |  |
| 33  | RW15003.06               | Wineville/Jurupa/Force Main Improvements                    | 6,308,013                                  | 20,220,952                      | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                           |  |  |  |

|     |             |                                                        | Gr                                         | oundwater                       | Recharg                            | e (Cont.)             |                                                                                                                                                                                                                                                                          |
|-----|-------------|--------------------------------------------------------|--------------------------------------------|---------------------------------|------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No. | Project ID  | Project Title                                          | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                   |
| 34  | RW15004.00  | Lower Day Basin Improvements                           | 3,947,391                                  | 4,008,000                       | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                          |
| 35  | EN22050.00  | GWR Basin PLC Upgrades                                 | -                                          | 900,000                         | N/A                                | Not Started           |                                                                                                                                                                                                                                                                          |
| 36  | EN22051.00  | Jurupa Basin VFD Upgrades                              | -                                          | 300,000                         | N/A                                | Not Started           |                                                                                                                                                                                                                                                                          |
| 37  | EN22049.00  | GWR-RW OIT Upgrades                                    | -                                          | 56,100                          | N/A                                | Not Started           |                                                                                                                                                                                                                                                                          |
| 38  | EN21057.00  | Recharge Basin Clean-up of Illegally Dumped Materials  | 5,107                                      | 245,538                         | N/A                                | Not Started           |                                                                                                                                                                                                                                                                          |
|     |             | Sub Total                                              | 12,232,601                                 | 30,022,989                      |                                    |                       |                                                                                                                                                                                                                                                                          |
|     |             |                                                        |                                            | Head                            | lquarters                          | 5                     |                                                                                                                                                                                                                                                                          |
| No. | Project ID  | Project Title                                          | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                   |
| 39  | EN20008.00  | HQ Parking Lot FY19/20                                 | 322,319                                    | 590,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                          |
| 40  | EN20040.00  | HQ Driveway Improvements                               | 172,970                                    | 571,213                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                          |
|     |             | Sub Total                                              | 495,289                                    | 1,161,213                       |                                    |                       |                                                                                                                                                                                                                                                                          |
|     |             |                                                        |                                            |                                 | Stations                           |                       |                                                                                                                                                                                                                                                                          |
|     |             |                                                        |                                            |                                 | 50000                              |                       |                                                                                                                                                                                                                                                                          |
| No. | Project ID  | Project Title                                          | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                   |
| 41  | EN22020.00  | Philadelphia Lift Station Pump Upgrades                | 20,662                                     | 2,500,000                       | On-Time                            | Project<br>Evaluation |                                                                                                                                                                                                                                                                          |
| 42  | EN000000066 | Preserve Lift Station Improvements                     | 147,788                                    | -                               | Behind<br>Schedule                 | Design                | After delays during the RFP process to receive three responsive proposals, additional time was needed to<br>draft a reimbursement agreement between IEUA and the City of Chino. Project is in final design and will be<br>re-baselined upon construction contract award. |
| 43  | EN23002.00  | Philadelphia Lift Station Force Main Improvements      | 1,220,676                                  | 19,094,788                      | Behind<br>Schedule                 | Design                | The delays to the schedule are attributed to addressing the City of Ontario's comments in addition to<br>awaiting the WIFIA funding approval and availability. The project will be re-baselined at construction contract<br>award.                                       |
| 44  | FM21005.02  | Prado Dechlor Roofing Assessment                       | -                                          | 50,000                          | On-Time                            | Design                |                                                                                                                                                                                                                                                                          |
| 45  | EN22037.00  | Prado De-Chlorination Station Inundation Protection    | 81,002                                     | 380,000                         | On-Time                            | Bid & Award           |                                                                                                                                                                                                                                                                          |
| 46  | EN22048.00  | PLS Generator Control Panel Retrofit/Modernization     | 7,139                                      | 110,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                          |
|     |             | Sub Total                                              | 1,477,267                                  | 22,134,788                      |                                    |                       |                                                                                                                                                                                                                                                                          |
|     |             |                                                        | Regional                                   | Water Rec                       | ycling Pla                         | ant No. 1 (           | (RP-1)                                                                                                                                                                                                                                                                   |
| No. | Project ID  | Project Title                                          | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                   |
| 47  | EN22022.00  | RP-1 Air Compressor Upgrades                           | 31,623                                     | 1,750,000                       | On-Time                            | Project<br>Evaluation |                                                                                                                                                                                                                                                                          |
| 48  | EN22027.00  | RP-1 Repurpose Lab                                     | 80,929                                     | 1,847,400                       | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 49  | EN22031.00  | RP-1 Influent Pump Station Electrical Improvements     | 40,961                                     | 3,000,000                       | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 50  | EN22032.00  | RP-1 TP-1 Stormwater Drainage Upgrades                 | 13,188                                     | 80,000                          | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 51  | EN21053.00  | RP-1 Old Effluent Structure Rehabilitation             | 129,591                                    | 1,480,507                       | ON-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 52  | EN21056.00  | RP-1 Evaporative Cooling for Aeration Blower Building  | 42,797                                     | 450,000                         | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 53  | EN22041.00  | RP-1 Aeration Basins Utility Water System Improvement  | 36,436                                     | 141,000                         | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 54  | EN20051.00  | RP-1 MCB and Old Lab Building Rehab                    | 171,183                                    | 2,646,161                       | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                          |
| 55  | EN22044.00  | RP-1 Thickening Building & Acid Phase Digester         | 1,255,198                                  | 100,000,000                     | On-Time                            | Design                |                                                                                                                                                                                                                                                                          |
| 56  | EN22021.00  | RP-1 Digester Area Utility Water (UW) Line Replacement | 1,610                                      | 100,000                         | On-Time                            | Design                |                                                                                                                                                                                                                                                                          |

|     |            | R                                                                   | egional Wa                                 | ter Recycli                     | ng Plant I                         | No. 1 (RP-            | 1) (Cont.)                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|------------|---------------------------------------------------------------------|--------------------------------------------|---------------------------------|------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No. | Project ID | Project Title                                                       | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 57  | EN13016.05 | SCADA Enterprise System - (Regional Water Recycling Plant No. 1)    | 3,339,855                                  | 3,800,000                       | Behind<br>Schedule                 | Bid & Award           | The project is behind schedule because the RP-4 SCADA migration was re-sequenced and completed before<br>RP-1. The project will be re-baselined once the construction contract is awarded for RP-1. The project is<br>being expedited as much as possible; schedule recovery is not possible.                                                                                                                                                                   |
| 58  | EN11039.00 | RP-1 Disinfection Pump Improvements                                 | 1,351,792                                  | 8,547,043                       | On-Time                            | Bid & Award           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 59  | EN21042.00 | RP-1 East Influent Gate Replacement                                 | 125,217                                    | 450,000                         | Behind<br>Schedule                 | Bid & Award           | The project design was delayed as additional scope of work items were requested by Operations. The bid was<br>posted on 01/27/22. Bid opening is scheduled for 02/23/22. Bids were opened on 02/23/22.<br>Recommendation of award going to the April Board Meeting. The project will be re-baselined at construction<br>contract award.                                                                                                                         |
| 60  | EN22034.00 | RP-1 Generator Control Panel Retrofit/Modernization                 | 9,237                                      | 225,371                         | Behind<br>Schedule                 | Bid & Award           | No bids were received. A key supplier was slow to respond, and the issue was not realized until there was less than 24 hours before the bid opening. Project has been adjusted to allow additional time and rebid.                                                                                                                                                                                                                                              |
| 61  | PA17006.03 | Agency-Wide Aeration                                                | 1,937,976                                  | 2,956,605                       | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 62  | EN18006.00 | RP-1 Flare Improvements                                             | 6,817,217                                  | 9,200,000                       | Behind<br>Schedule                 | Construction          | Due to conflict with numerous underground utilities, part of the original design such as equipment<br>foundations and mechanical gas piping could not be constructed. Also flare control panels and PLC upgrades<br>were initiated by IEUA. Redesign of multiple systems resulted in schedule delays, change orders and overhead<br>cost claimed by the Contractor. Project completion is now anticipated in August 2022. Schedule recovery is<br>not possible. |
| 63  | EN17042.00 | Digester 6 and 7 Roof Repairs                                       | 5,399,046                                  | 7,828,439                       | Behind<br>Schedule                 | Construction          | Digester 7 condition assessment and predesign effort were delayed waiting for Digester 6 to be put back in full operation. Digester 6 delayed the project due to issues with the coating subcontractor and multiple operational constraints. Digester 7 predesign has been completed and the Detailed Design Phase was kicked off in late February 2022. Recovery is not possible. The Project will re-baselined after construction contract award.             |
| 64  | EN22057.00 | Prado Basin Assets Retrofit-SEWER                                   | -                                          | 50,000                          | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 65  | EN20065.00 | RP-1 Solids Hot Water Loop Valves                                   | 1,503,681                                  | 1,560,000                       | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 66  | EN19043.00 | RP-1 Centrifuge Foul Air Line                                       | 364,786                                    | 445,000                         | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 67  | EN17082.00 | Mechanical Restoration and Upgrades                                 | 9,605,141                                  | 10,146,000                      | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 68  | EN20041.00 | RP-1 TP-1 Bleach Mixing Repairs                                     | 633,628                                    | 680,000                         | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 69  | EN22025.00 | RP-1 Dump Station                                                   | 126                                        | 2,121,100                       | N/A                                | Not Started           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 70  | EN19009.00 | RP-1 Energy Recovery                                                | 408                                        | 4,425,000                       | N/A                                | Not Started           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 71  | EN22030.00 | Replace Anoxic Mixers with More Energy Efficient System             | -                                          | 840,000                         | N/A                                | Not Started           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|     |            | Sub Total                                                           | 32,891,625                                 | 164,769,626                     |                                    |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| -   |            |                                                                     | Regional                                   | Water Rec                       | ycling Pla                         | ant No. 4 (           | (RP-4)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| No. | Project ID | Project Title                                                       | Total<br>Expenditures<br>thru 3/29<br>(\$) | Total Project<br>Budget<br>(\$) | Project<br>Schedule<br>Performance | Status                | Schedule Recovery Plan                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 72  | EN21041.00 | RP-4 Contact Basin Cover & Wet Well Passive Overflow<br>Replacement | 223,906                                    | 4,334,000                       | On-Time                            | Pre-Design            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 73  | EN22042.00 | RP-4 Ammonia Analyzer and Support System                            | 105,705                                    | 620,000                         | On-Time                            | Construction          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 74  | EN17110.00 | RP-4 Process Improvements                                           | 12,268,664                                 | 13,180,691                      | Behind<br>Schedule                 | Construction          | This project's contract was extended 100 days due to the addition of the Neuros blowers. Also delayed due to<br>procurement delays related to COVID. Recovery is not possible.                                                                                                                                                                                                                                                                                  |
| 75  | EN17110.03 | RP-4 Aeration Basin Wall Repair                                     | 4,583,106                                  | 5,052,448                       | Behind<br>Schedule                 | Construction          | The project is delayed due to a combination of equipment delays related to COVID 19, and delays associated<br>with coating contractor's scope. Contract time extensions were issued to contractor. No recovery possible.                                                                                                                                                                                                                                        |
| 76  | EN17043.00 | RP4 Primary Clarifier Rehab                                         | 4,666,009                                  | 7,820,765                       | On-Time                            | Project<br>Acceptance |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|     |            | Sub Total                                                           | 21,847,390                                 | 31,007,904                      |                                    |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|     |            | N                                                                   |                                            |                                 |                                    |                       | A                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                  | Regional Water Recycling Plant No. 5 (RP-5) |                                                                                                                       |                                                         |                                                     |                                                                     |                                                     |                                                                                                                                                                                                                                              |  |  |  |
|------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| No.              | Project ID                                  | Project Title                                                                                                         | Total<br>Expenditures<br>thru 3/29<br>(\$)              | Total Project<br>Budget<br>(\$)                     | Project<br>Schedule<br>Performance                                  | Status                                              | Schedule Recovery Plan                                                                                                                                                                                                                       |  |  |  |
| 77               | EN22033.00                                  | RP-5 Emergency Generator Load Bank Installation                                                                       | 8,014                                                   | 145,000                                             | On-Time                                                             | Construction                                        |                                                                                                                                                                                                                                              |  |  |  |
| 78               | EN19001.00                                  | RP-5 Expansion to 30 mgd                                                                                              | 78,148,417                                              | 245,000,000                                         | On-Time                                                             | Construction                                        |                                                                                                                                                                                                                                              |  |  |  |
| 79               | EN19006.00                                  | RP-5 Biosolids Facility                                                                                               | 82,904,902                                              | 205,000,000                                         | On-Time                                                             | Construction                                        |                                                                                                                                                                                                                                              |  |  |  |
|                  |                                             | Sub Total                                                                                                             | 161,061,332                                             | 450,145,000                                         |                                                                     |                                                     |                                                                                                                                                                                                                                              |  |  |  |
|                  | Recycled Water                              |                                                                                                                       |                                                         |                                                     |                                                                     |                                                     |                                                                                                                                                                                                                                              |  |  |  |
|                  |                                             |                                                                                                                       | Total                                                   |                                                     |                                                                     |                                                     |                                                                                                                                                                                                                                              |  |  |  |
| No.              | Project ID                                  | Project Title                                                                                                         | Expenditures<br>thru 3/29<br>(\$)                       | Total Project<br>Budget<br>(\$)                     | Project<br>Schedule<br>Performance                                  | Status                                              | Schedule Recovery Plan                                                                                                                                                                                                                       |  |  |  |
| <b>No.</b><br>80 | Project ID<br>EN15002.00                    | Project Title 1158 Reservoir Site Cleanup                                                                             | Expenditures<br>thru 3/29                               | Budget                                              | Schedule                                                            | Status<br>Project<br>Evaluation                     | Schedule Recovery Plan The Consultant completed the revised Soil Management Plan which was approved by the Department of Toxic Substances Control. The Consultant will prepare a work plan for executing the work. Recovery is not possible. |  |  |  |
|                  | -                                           | -                                                                                                                     | Expenditures<br>thru 3/29<br>(\$)                       | Budget<br>(\$)                                      | Schedule<br>Performance<br>Behind                                   | Project                                             | The Consultant completed the revised Soil Management Plan which was approved by the Department of Toxic Substances Control. The Consultant will prepare a work plan for executing the work. Recovery is not                                  |  |  |  |
| 80               | EN15002.00                                  | 1158 Reservoir Site Cleanup                                                                                           | Expenditures<br>thru 3/29<br>(\$)<br>169,384            | Budget<br>(\$)<br>1,215,000                         | Schedule<br>Performance<br>Behind<br>Schedule                       | Project<br>Evaluation                               | The Consultant completed the revised Soil Management Plan which was approved by the Department of Toxic Substances Control. The Consultant will prepare a work plan for executing the work. Recovery is not                                  |  |  |  |
| 80               | EN15002.00<br>EN21045.00                    | 1158 Reservoir Site Cleanup<br>Montclair Force Main Improvements                                                      | Expenditures<br>thru 3/29<br>(\$)<br>169,384<br>238,958 | Budget<br>(\$)<br>1,215,000<br>6,800,000            | Schedule<br>Performance<br>Behind<br>Schedule<br>On-Time            | Project<br>Evaluation<br>Pre-Design                 | The Consultant completed the revised Soil Management Plan which was approved by the Department of Toxic Substances Control. The Consultant will prepare a work plan for executing the work. Recovery is not                                  |  |  |  |
| 80<br>81<br>82   | EN15002.00<br>EN21045.00<br>EN20022.00      | 1158 Reservoir Site Cleanup<br>Montclair Force Main Improvements<br>1299 Reservoir Paint/Coating Repairs and Upgrades | Expenditures<br>thru 3/29<br>(\$)<br>169,384<br>238,958 | Budget<br>(\$)<br>1,215,000<br>6,800,000<br>300,000 | Schedule<br>Performance<br>Behind<br>Schedule<br>On-Time<br>On-Time | Project<br>Evaluation<br>Pre-Design<br>Construction | The Consultant completed the revised Soil Management Plan which was approved by the Department of Toxic Substances Control. The Consultant will prepare a work plan for executing the work. Recovery is not                                  |  |  |  |

## **Emergency Projects**

|          | Project ID | Contractor                                                   | Task Order Description                                   | Location   | TO #        | Original Not-to-<br>Exceed /Estimate | Actual Cost thru<br>3/30 | Date of Award | Status    |
|----------|------------|--------------------------------------------------------------|----------------------------------------------------------|------------|-------------|--------------------------------------|--------------------------|---------------|-----------|
| Agency W | ïde        |                                                              |                                                          |            |             |                                      |                          |               |           |
| 1        | EN22016.01 | Mike Bubalo Construction                                     | Bon View Ave                                             | Agencywide | TO-005      | 35,700                               | 37,423                   | 10/25/2021    | Completed |
|          |            |                                                              |                                                          |            | Sub Totals  | 35,700                               | 37,423                   |               |           |
| RP-1     |            |                                                              |                                                          |            |             |                                      |                          |               |           |
| 2        | EN22017.03 | Mike Bubalo Construction                                     | Recycled Water Line Repair for RP-1                      | RP-1       | TO-0004     | 21,710                               | 16,684                   | 8/10/2021     | Completed |
| 3        | EN22019.01 | W.A. Rasic Construction Co., Inc. RP1 Scum Valve Replacement |                                                          | RP-1       | TO-0030     | 16,475                               | 1,960                    | 8/19/2021     | Completed |
| 4        | EN22019.02 | Custom Conveyor/Schwing<br>Bioset Inc                        | Vertical Conveyor Repairs at the RP1 Dewatering<br>Bldg. | RP-1       | N/A         | 75,000                               | 80,734                   | 11/30/2021    | Active    |
|          |            |                                                              |                                                          |            | Sub Totals  | 113,185                              | 99,377                   |               |           |
| CCWRF    |            |                                                              |                                                          |            |             |                                      |                          |               |           |
| 5        | EN22017.01 | W.A. Rasic Construction Co., Inc.                            | CCWRF Secondary Clarifier and Headworks Leak<br>Repair   | CCWRF      | TO-0028     | 15,888                               | 15,103                   | 7/22/2021     | Completed |
|          |            |                                                              |                                                          |            | Sub Totals  | 15,888                               | 15,103                   |               |           |
| Recycled | Water      |                                                              |                                                          |            |             |                                      |                          |               |           |
| 6        | EN22017.02 | W.A. Rasic Construction Co., Inc.                            | 42" 1158 RW Leak                                         | RW         | TO-0029     | 236,000                              | 0                        | 7/22/2021     | Completed |
|          |            |                                                              |                                                          |            | Sub Totals  | 236,000                              | 0                        |               |           |
|          |            |                                                              |                                                          |            | Grand Total | 400,773                              | 151,903                  |               |           |

|                   | March Emergency Project(s) |                                                       |                 |          |                  |                            |  |  |
|-------------------|----------------------------|-------------------------------------------------------|-----------------|----------|------------------|----------------------------|--|--|
| Contractor        | Task Order<br>Description  | Details of the<br>Circumstances/Cause<br>of Emergency | Scope of Repair | Location | Date of Call Out | Not-to-Exceed<br>/Estimate |  |  |
| None<br>currently |                            |                                                       |                 |          |                  |                            |  |  |