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

WEDNESDAY, SEPTEMBER 18, 2024
10:00 AM

AGENCY HEADQUARTERS
BOARD ROOM
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708

***A MUNICIPAL WATER DISTRICT**

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The public may participate and provide public comment during the meeting by attending the meeting in-person or by dialing the number provided above. Comments may also be submitted by email to the Director of Board and Administrative Services Denise Garzaro at dgarzaro@ieua.org prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

CALL TO ORDER

ROLL CALL

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 wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Recording Secretary prior to the public comment section or request to address the Board during the public comments section of the meeting. Comments will be limited to three minutes per speaker.

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.

NEW AND PROMOTED EMPLOYEE INTRODUCTIONS

1. CONSENT ITEMS

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

A. MINUTES

Approve minutes of the August 7 and August 21, 2024 Board Meetings.

B. APPROVE REPORT ON GENERAL DISBURSEMENTS (FINANCE & ADMIN)

Staff recommends that the Board approve the total disbursements for the month of July 2024 in the amount of $29,973,771.61.

C. AWARD MASTER SERVICES CONTRACTS FOR VACUUM AND TANKER TRUCKING SERVICES

Staff recommends that the Board:

1. Approve Master Services Contracts for Vacuum and Tanker Trucking Services to GrayMar Environmental Services, Inc., K-VAC Environmental Services, Inc., National Plant Services, Inc., and United Pumping Service, Inc. for a total aggregate not-to-exceed amount of $1,000,000, for a three-year period with the option of two one-year extensions; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

D. AWARD CONSTRUCTION CONTRACT FOR RP-1 DEVICENET REPLACEMENT

Staff recommends that the Board:

1. Award a construction contract for the RP-1 DeviceNet Replacement, Project No. EN23000, to LEED Electric, Inc. in the amount of $1,661,810; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

E. AWARD SERVICE CONTRACT FOR HEADQUARTERS WORKSPACE IMPROVEMENTS

Staff recommends that the Board:

1. Award a service contract for Headquarters Workspace Improvements, Project No. FM25008 to G|M Business Interiors for the not-to-exceed amount of $1,900,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

F. **AWARD CONTRACT FOR PROJECT MANAGEMENT SERVICES FOR ENTERPRISE RESOURCE PLANNING SOFTWARE (FINANCE & ADMIN)**

Staff recommends that the Board:

1. Award a contract for project management services to SDI Presence for enterprise resource planning software for the not-to-exceed amount of $1,095,740 for a five-year term with an option for two one-year extensions; and
2. Authorize the General Manager to approve the purchase agreement, subject to non-substantive changes.

G. **APPROVE PURCHASE OF HUMAN CAPITAL MANAGEMENT SOFTWARE FOR ENTERPRISE RESOURCE PLANNING SOFTWARE PHASE 1 (FINANCE & ADMIN)**

Staff recommends that the Board:

1. Approve the purchase of Human Capital Management software from SuccessFactors through Carahsoft for the not-to-exceed amount of $1,398,719 for a five-year period; and
2. Authorize the General Manager to approve the purchase agreement, subject to non-substantive changes.

H. **ADOPT RESOLUTION NO. 2024-9-2, NON-RECLAIMABLE WASTEWATER INLAND EMPIRE BRINE LINE SANTA ANA WATERSHED PROJECT AUTHORITY RATES (FINANCE & ADMIN)**

Staff recommends that the Board:

1. Adopt Resolution No. 2024-9-2, revising the Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority (SAWPA) Rates for Fiscal Year 2024/25 retroactive to July 1, 2024; and
2. Rescind Resolution No. 2024-6-4 adopted in June 2024.

I. **ADOPT RESOLUTION NO. 2024-9-3 FOR US BUREAU OF RECLAMATION WATERSMART DROUGHT RESPONSE PROGRAM: DROUGHT RESILIENCY PROJECTS FOR FISCAL YEAR 2025 GRANT APPLICATION**

Staff recommends that the Board adopt Resolution No. 2024-9-3, authorizing the General Manager or his designee to execute the United States Bureau of Reclamation (USBR) WaterSMART Drought Response assistance agreement and to submit all required documents to USBR.

J. **ADOPT RESOLUTION NO. 2024-9-4, AUTHORIZING ENTERING INTO TWO FUNDING AGREEMENTS UNDER THE FUTURE SUPPLY ACTIONS FUNDING PROGRAM**

Staff recommends that the Board adopt Resolution No. 2024-9-4, authorizing IEUA to enter into two funding agreements under the Future Supply Actions Funding Program with the Metropolitan Water District of Southern California for the following projects: Advanced Water Purification Demonstration Facility; and Identifying and Removing Per-and Polyfluoroalkyl Substances (PFAS) Used in Well Drilling Study.

2. ACTION ITEMS

A. **AWARD MASTER SERVICES CONTRACTS FOR AGENCYWIDE DIGESTER CLEANING SERVICES**

Staff recommends that the Board:

1. Award Master Services Contracts for Agencywide Digester Cleaning Services to Ecology Auto Parts, Inc. and Synagro-WWT, Inc. for a total aggregate not-to-exceed

amount of $5,000,000 for a five-year period, with the option of two one-year extensions; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

B. **REVISE CONTRACT LIMIT FOR MASTER SERVICES CONTRACTS FOR SAP SUPPORT SERVICES (FINANCE & ADMIN)**

Staff recommends that the Board:
1. Remove the annual aggregate limit set in the Master Services Contracts for SAP Support Services of $400,000 per fiscal year; and
2. Approve a revision to the contract in the amount of $1,000,000, increasing the total contract from $2,000,000 to a not-to-exceed amount of $3,000,000.

C. **APPROVE AGREEMENT WITH CITY OF FONTANA FOR ONE WATER CONNECTION FEE COLLECTION (FINANCE & ADMIN)**

Staff recommends that the Board:
1. Approve an Agreement for the Collection of the Inland Empire Utilities Agency Water Connection Fee by the City of Fontana; and
2. Authorize the General Manager to execute the Agreement.

D. **APPROVE THE FIRST QUARTER BUDGET AMENDMENT AND ADOPT RESOLUTION NO. 2024-9-1, APPROVING AND ADOPTING THE AMENDED BUDGET FOR FISCAL YEAR 2024/25 (FINANCE & ADMIN)**

Staff recommends that the Board:
1. Approve the First Quarter Budget Amendment; and
2. Adopt Resolution No. 2024-9-1, approving the amended budget for Fiscal Year 2024/25.

3. INFORMATION ITEMS

A. **FISCAL YEAR 2023/24 FOURTH QUARTER BUDGET VARIANCE, PERFORMANCE UPDATES, AND BUDGET TRANSFERS (WRITTEN/POWERPOINT) (FINANCE & ADMIN)**

B. **SEMI-ANNUAL GRANTS UPDATE (POWERPOINT)**

C. **SEMI-ANNUAL LABORATORY UPDATE (POWERPOINT)**

4. RECEIVE AND FILE INFORMATION ITEMS

A. **FEDERAL LEGISLATIVE REPORT FROM CARPI AND CLAY (WRITTEN)**

B. **STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN)**

C. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**

D. **RP-5 EXPANSION PROJECT UPDATE SEPTEMBER 2024 (POWERPOINT)**

E. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT) (FINANCE & ADMIN)**

5. AGENCY REPRESENTATIVES' REPORTS

A. **SANTA ANA WATERSHED PROJECT AUTHORITY REPORT (WRITTEN)**
September 3 , 2024 SAWPA Commission Meeting. The September 17, 2024 SAWPA Commission Meeting Agenda was not available at the time of posting.

B. **METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA REPORT (WRITTEN)**
September 10, 2024 MWD Board Meeting.

C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**
The next meeting of the Regional Sewerage Program Policy Committee Meeting is scheduled for October 3, 2024.

D. **CHINO BASIN WATERMASTER REPORT (WRITTEN)**
August 22, 2024 CBWM Board Meeting.

E. **CHINO BASIN DESALTER AUTHORITY REPORT**
The next CDA meeting is scheduled for October 3, 2024.

F. **INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT**
The next meeting of the Inland Empire Regional Composting Authority Meeting is scheduled for November 4, 2024.

6. GENERAL MANAGER'S REPORT

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

7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

8. DIRECTORS' COMMENTS

9. CLOSED SESSION

A. **PURSUANT TO GOVERNMENT CODE SECTION 54957(A) - THREAT TO PUBLIC SERVICES OR FACILITIES**

- Consultation with Director of Information Technology
- Consultation with Manager of Environmental Services

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

1. Raymond Scott Walker vs. IEUA, Case No. CIVSB2026701

ADJOURN

Declaration of Posting

I, Denise Garzaro, CMC, Director of Board and Administrative Services 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 www.ieua.org 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 Recording Secretary at (909) 993-1736 or dgarzaro@ieua.org, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

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

WEDNESDAY, AUGUST 7, 2024
10:00 A.M.

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

President Tule called the meeting to order at 10:00 a.m. External Affairs Specialist I Tonia Bouyakzan led the Pledge of Allegiance. Director Hofer was absent. The following Directors were present:

Marco Tule, President
Jasmin A. Hall, Vice President
Steven J. Elie, Secretary/Treasurer
Michael Camacho, Director

PUBLIC COMMENT
There were no public comments.

ADDITIONS TO THE AGENDA
There were no additions to the agenda.

1. CLOSED SESSION
The Board recessed to Closed Session at 10:02 a.m.

A. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
Successor Negotiations – All Bargaining Units
Negotiating Parties: Lisa Dye, Director of Human Resources and Recognized Employee Organizations

The meeting resumed at 10:13 a.m. and General Counsel Marty Cihigoyenetche reported that the Board discussed Item 1A with no reportable action.

2. ACTION ITEMS

A. ADOPT RESOLUTION NO. 2024-8-1, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE SUPERVISORS' UNIT

Employee and Labor Relations Advocate Denee Stevens provided the presentation.

Director Elie thanked the labor stakeholders for working cooperatively with the management team.

MOVED BY DIRECTOR ELIE, SECONDED BY DIRECTOR CAMACHO, THE BOARD ADOPTED RESOLUTION NO. 2024-8-1, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE SUPERVISORS' UNIT; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE MOU BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE SUPERVISORS' UNIT, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

B. ADOPT RESOLUTION NO. 2024-8-2, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR THE SUPERVISORS' UNIT EMPLOYEES

Human Resources Officer Kelsey Kenz provided the presentation.

MOVED BY DIRECTOR HALL, SECONDED BY DIRECTOR ELIE, THE BOARD ADOPTED RESOLUTION NO. 2024-8-2, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR THE SUPERVISORS' UNIT GROUP, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

3. WORKSHOP ITEM

A. STRATEGIC PLANNING SESSION (POWERPOINT)

Director of External & Government Affairs Alyson Piguee introduced the Strategic Planning consultant team. Moss Adams Director Annie Rose Favreau and Moss Adams Senior Manager Jessie Lenhardt provided the presentation.

Discussion ensued regarding the presentation.

INFORMATION ITEM ONLY; NO ACTION TAKEN

DRAFT

4. **GENERAL MANAGER'S COMMENTS**

General Manager (GM) Shivaji Deshmukh stated that Manager of Operations Scott Lening has been appointed to the Wastewater Operator Certification Program Advisory Committee by the State Water Resources Control Board, for a four-year term beginning July 1, 2024 and ending in 2028.

GM Deshmukh added that the flare at RP-1 is now a low emissions flare. He stated that in compliance with South Coast Air Quality Management District regulations, Operations staff is working with the flare manufacturer, Aereon, to test the newly installed low emission flare.

5. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no requested future agenda items.

6. BOARD OF DIRECTORS' COMMENTS

Vice President Hall expressed appreciation to staff for their efforts during the negotiation process.

President Tule acknowledged the importance and value of receiving input from other agencies in the Strategic Plan process.

ADJOURNMENT

President Tule adjourned the meeting at 11:20 a.m.

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Steven J. Elie, Secretary/Treasurer

APPROVED: SEPTEMBER 18, 2024

DRAFT

MINUTES
MEETING OF THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS

WEDNESDAY, AUGUST 21, 2024
10:00 A.M.

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 Tule called the meeting to order at 10:00 a.m. Hydrogeologist Hannah Erbele led the Pledge of Allegiance. Director Paul Hofer was absent. The following Directors were present:

Marco Tule, President
Jasmin A. Hall, Vice President
Steven J. Elie, Secretary/Treasurer
Michael Camacho, Director *(Left at 11:20 a.m.)*

PUBLIC COMMENT
There were no public comments on non-agenda items.

ADDITIONS TO THE AGENDA
General Counsel Marty Cihigoyenetche stated that pursuant to Government Code Section 54954.2 the Board was asked to consider the addition of two items that were raised after the posting of the agenda which require immediate attention.

General Counsel Cihigoyenetche noted that the first was a request to add an item to Closed Session as Item 1B under Government Section Code 54956.9(d)(1) Existing Litigation in the matter of Chino Basin Municipal Water District v. City of Ontario et al., Court of Appeals, Case No. E080533.

General Counsel Cihigoyenetche stated that the second request concerned the agendized presentation by PFM Asset Management. After the agenda was posted, staff received notice of a change in the credit rating of one of its corporate notes. Pursuant to the Agency's Investment Policy, staff provided the Board with a written recommendation regarding the corporate note. The request was to recategorize today's presentation as Action Item 3B considering the recommendation.

General Counsel Cihigoyenetche reiterated that the addition of urgency items requires a 2/3 vote of the Board, that there is a need to take immediate action, and that the need for such action(s) came to the attention of the Agency after posting of the agenda.

**A Municipal Water District*

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR HALL, THE BOARD APPROVED THE ADDITION OF A CLOSED SESSION ITEM TO DISCUSS EXISTING LITIGATION; AND REVISED THE PRESENTATION ITEM TO AN ACTION ITEM, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

NEW AND PROMOTED EMPLOYEE INTRODUCTIONS

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

- Aaron Hernandez, Compost Operator, promoted July 21, 2024, Organics Management
- Alyssa Tocker, Administrative Assistant II, promoted July 21, 2024, Maintenance
- Bryce Quinn, Wastewater Treatment Plant Operator-in-Training, hired July 22, 2024, Operations
- David Carraway, Wastewater Treatment Plant Operator I, hired July 22, 2024, Operations
- Raul Arevalo, Deputy Manager of Operations, hired July 22, 2024, Operations

The following staff member from the Board and Administrative Services Department was introduced:

- Valerie Bueno, Administrative Assistant II, hired July 29, 2024, Board Services

The following staff member from the Engineering Department was introduced:

- Raluca Constantinescu, Senior Project Manager, hired July 15, 2024, Engineering

The following staff members from the Finance Department were introduced:

- Maryly Garcia, Administrative Assistant II, hired August 12, 2024, Finance
- Selamawit Nigatu, Senior Accountant, hired July 29, 2024, Accounting

The following staff member from the Human Resources Department was introduced:

- Kelsey Kenz, Manager of Human Resources, hired July 22, 2024, Human Resources

The Board of Directors welcomed the new employees to the IEUA team and congratulated those staff who received promotions.

REPORT ON ACTIONS TAKEN DURING CLOSED SESSION OF THE DECEMBER 20, 2023 BOARD MEETING

PURSUANT TO GOVERNMENT CODE SECTION 54957.1(A)(3)(B)
Kaiser Foundation Health Plan, Inc., et al. v. Inland Empire Utilities Agency, Case No. CIVDS1933655

General Counsel Cihigoyenetche reported that on November 7, 2019 Kaiser Foundation Health Plan filed the agendized legal action seeking damages from Chino Basin Water Conservation District, Chino Basin Watermaster, San Bernardino County Flood Control, and IEUA. The lawsuit asserted causes of action for inverse condemnation, nuisance, and trespassing related to alleged water seepage onto Kaiser's facility in Ontario. IEUA responded to the complainant denying all liability. On December 20, 2023, the Board unanimously approved a proposed settlement in the amount of $450,000 subject to full execution of the settlement agreement by all parties. The settlement has been signed by all parties and is now final.

PRESENTATION – PFM ASSET MANAGEMENT INVESTMENT PERFORMANCE REVIEW
This item was moved by the Board to be considered as Action Item 3B.

1. CLOSED SESSION
The Board indicated that they would recess to Closed Session after the completion of the remaining agenda items.

2. CONSENT ITEMS

A. MINUTES

B. REPORT ON GENERAL DISBURSEMENTS (FINANCE & ADMIN)

C. AWARD CONSTRUCTION CONTRACT FOR HICKORY BASIN MONITORING WELL PROJECT (ENG/OPS/WR)

D. AWARD MASTER SERVICES CONTRACTS FOR GROUNDWATER RECHARGE BASIN MAINTENANCE (ENG/OPS/WR)

E. AWARD MASTER SERVICES CONTRACT FOR AGENCYWIDE FALL PROTECTION AND PREVENTION PROJECT (ENG/OPS/WR)

F. AWARD CONSTRUCTION CONTRACT FOR RP-1 LAB REPURPOSE PROJECT (ENG/OPS/WR)

G. AWARD LANDSCAPE CONTRACT FOR TURNKEY TURF TRANSFORMATION PROGRAM (ENG/OPS/WR)

H. AWARD MASTER SERVICES CONSULTANT CONTRACT FOR ORACLE P6 MIGRATION (ENG/OPS/WR)

I. ADOPT RESOLUTION NO. 2024-8-3, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE PROFESSIONAL UNIT

J. ADOPT RESOLUTION NO. 2024-8-4, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT)

K. <u>ADOPT RESOLUTION NO. 2024-8-5, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT</u>

Items 2G, 2I, 2J, and 2K were pulled for discussion.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR HALL, AGENDA ITEM NOS. 2A THROUGH 2F AND 2H, WERE APPROVED AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

- Approved the minutes of the July 17, 2024 Board Meeting.
- Approved the total disbursements for the month of June 2024, in the amount of $21,691,559.79.
- Awarded a construction contract for the Hickory Basin Monitoring Well, Project No. EN23067, to J&H Drilling Co. Inc. dba M.R. Drilling in the amount of $580,708; and authorized the General Manager to execute the construction contract, subject to non-substantive changes.
- Approved Master Services Contracts for Groundwater Recharge Basin Maintenance to Jeremy Harris Construction, Inc., Hal Hays Construction, Inc., JCE Equipment, Inc., and T.E. Roberts, Inc. for a total aggregate not-to-exceed amount of $2,000,000, for two years; and authorized the General Manager to execute the contracts, subject to non-substantive changes.
- Awarded a Master Services Contract for the Agencywide Fall Protection and Prevention, Project No. EN24027, to Arcadis, for the not-to-exceed amount of $1,500,000, over a five-year period with two optional one-year extensions; and authorized the General Manager to execute the contract, subject to non-substantive changes.
- Awarded a construction contract for the RP-1 Lab Repurpose, Project No. EN22027, to Horizons Construction Company International, Inc., in the amount of $3,808,839; and authorized the General Manager to execute the contract, subject to non-substantive changes.
- Awarded a Master Services Consultant Contract for the Oracle P6 Migration, Project No. EN 21020, to DRMcNatty & Associates, Inc. for the not-to-exceed amount of $747,010 for a three-year period with an option for two one-year extensions; and authorized the General Manager to execute the contract, subject to non-substantive changes.

DRAFT

G. AWARD LANDSCAPE CONTRACT FOR TURNKEY TURF TRANSFORMATION PROGRAM (ENG/OPS/WR)

Environmental Resources Planner II Chris Garcia provided the presentation.

Vice President Hall noted concerns with the cost-effectiveness of the program.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR ELIE, THE BOARD AWARDED A CONTRACT FOR THE TURNKEY TURF TRANSFORMATION PROGRAM TO ECOTECH SERVICES, INC., IN THE AMOUNT OF $7,354,091 THROUGH JUNE 30, 2027, WITH TWO OPTIONAL ONE-YEAR EXTENSIONS; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE CONTRACT, SUBJECT TO NON-SUBSTANTIVE CHANGES, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Tule

Noes: Hall

Absent: Hofer

I. ADOPT RESOLUTION NO. 2024-8-3, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE PROFESSIONAL UNIT

J. ADOPT RESOLUTION NO. 2024-8-4, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT)

K. ADOPT RESOLUTION NO. 2024-8-5, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT

Employee and Labor Relations Advocate Denee Stevens provided the presentation for Items 2I, 2J and 2K.

Director Elie expressed appreciation to all the employee units for their negotiation efforts.

President Tule commended the employee units and acknowledged the requests that have been asked be considered in future negotiations.

MOVED BY DIRECTOR ELIE, SECONDED BY DIRECTOR CAMACHO, THE BOARD ADOPTED RESOLUTION NO. 2024-8-3, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE PROFESSIONAL UNIT; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE MOU BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE PROFESSIONAL UNIT; ADOPTED RESOLUTION NO. 2024-8-4, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL EMPLOYEES' ASSOCIATION (GENERAL UNIT); AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE MOU BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE GENERAL UNIT; AND ADOPTED RESOLUTION NO. 2024-8-5, APPROVING OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE MOU BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE LABORATORY UNIT, AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

3. ACTION ITEMS

A. ADOPT RESOLUTION NO. 2024-8-6, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR THE PROFESSIONAL UNIT, GENERAL EMPLOYEE'S ASSOCIATION (GENERAL UNIT), AND LABORATORY UNIT EMPLOYEES

Manager of Human Resources Kelsey Kenz provided the presentation.

MOVED BY DIRECTOR HALL, SECONDED BY DIRECTOR ELIE, THE BOARD ADOPTED RESOLUTION NO. 2024-8-6, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR THE INLAND EMPIRE PROFESSIONAL UNIT, GENERAL EMPLOYEE'S ASSOCIATION (GENERAL UNIT), AND LABORATORY UNIT, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Tule

Noes: None

Absent: Hofer

B. PFM ASSET MANAGEMENT INVESTMENT PERFORMANCE REVIEW

Assistant General Manager Kristine Day introduced PFM Asset Management LLC Senior Managing Consultant Richard Babbe, who provided the presentation.

Mr. Babbe made note of the recent downgrade from an "A" credit rating to "BBB+," "BBB+," and "Baa1". The Agency's Investment Policy does not require the sale of the note but does require the Board to be provided a written recommendation as to whether a security should be held or sold prior to maturity if its rating drops below the minimum credit rating required at purchase. At this time, PFM is recommending that the Agency continue to hold the security.

INFORMATION ITEM ONLY; NO ACTION TAKEN

4. INFORMATION ITEM

A. CONSERVATION AS A CALIFORNIA WAY OF LIFE (POWERPOINT)

Manager of Water Resources Eddie Lin provided the presentation.

(Director Camacho left the meeting at 11:20 a.m.)

5. RECEIVE AND FILE INFORMATION ITEMS

A. FEDERAL LEGISLATIVE REPORT FROM CARPI AND CLAY (WRITTEN)

B. STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN)

C. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

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

E. RP-5 EXPANSION PROJECT UPDATE AUGUST 2024 (POWERPOINT) (ENG/OPS/WR)

6. AGENCY REPRESENTATIVES' REPORTS

A. SANTA ANA WATERSHED PROJECT AUTHORITY REPORT (WRITTEN)

Vice President Hall reported that at the August 6, 2024, SAWPA Commission Meeting, the Commission approved the R-01 Brine Line Operating Reserves set target, and all other items were routine matters.

Vice President Hall also reported that at the August 20, 2024, SAWPA Commission Meeting, the Commission authorized the General Manager to accept the FS Contractors, Inc., work on the Irrigation Replacement and Landscape Refresh Project as complete and heard an update on the Santa Ana River Conservation and Conjunctive Use Program.

B. METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA REPORT (MWD) (WRITTEN)

Deputy General Manager Christiana Daisy reported that on August 19, Metropolitan Water District (MWD) staff updated the One Water and Stewardship Committee on several ongoing initiatives, including the Chino Basin Program. Staff also provided an overview of the program and highlighted reaching a consensus on several program execution terms and the completion of an MWD/IEUA exchange agreement.

Deputy General Manager Daisy added that at the August 20 MWD Board meeting, an update was provided on the certified assessed valuations for each member agency for FY 2024/25. The valuations are used to establish the voting entitlement on the Metropolitan Board. This year, IEUA's percentage increased from 4.15% to 4.21%. She added that if IEUA's entitlement were to reach 5%, it would receive a second seat on the MWD Board.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The next meeting of the Regional Sewerage Program Policy Committee Meeting is scheduled for September 5, 2024.

D. CHINO BASIN WATERMASTER REPORT (WRITTEN)

Director Elie reported that at the July 24, 2024, CBWM Special Board Meeting, the Board held a confidential session regarding personnel matters. He commented on the Court of Appeals

case involving Watermaster that the IEUA Board added to discuss under Closed Session Item 1B.

E. CHINO BASIN DESALTER AUTHORITY REPORT (WRITTEN)
Director Elie reported that at the August 1, 2024 CDA Board Meeting, the Board considered routine matters and heard an update on the South Archibald Plume cleanup.

F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT
The next IERCA Board meeting is scheduled for November 4, 2024.

7. GENERAL MANAGER'S REPORT
There were no General Manager comments.

8. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS
There were no requested future agenda items.

9. DIRECTORS' COMMENTS AND CONFERENCE REPORTS
Director Elie stated that he attended the MWD/IEUA Community Water Leader Briefing Breakfast with Senator Rubio on July 18; the Chino Valley Business Awards and Recognition Dinner on July 25; the Southern California Water Coalition Quarterly Luncheon on July 26; the Building Industry Association Southern California Water Conference on August 9; and the Chino Valley Chamber of Commerce Leadership Collaborative Graduation on August 21 where he spoke on a panel regarding innovation. He acknowledged IEUA staff Paula Hooven and Ivan Cheng, who participated in the Leadership Collaborative.

Vice President Hall stated she attended the NACWA Utility Leadership Conference from July 23 through July 26; and the CASA Annual Conference from July 30 through August 2.

President Tule stated that on July 18, he attended the MWD/IEUA Community Water Leader Briefing Breakfast where he moderated a discussion with Senator Rubio. He noted that he served as a panelist at the Southern California Water Coalition Quarterly Luncheon on July 26; and attended the Building Industry Association Southern California Water Conference on August 9.

1. CLOSED SESSION
The Board recessed to Closed Session at 11:44 a.m.

A. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
Successor Negotiations – All Bargaining Units
Negotiating Parties: Lisa Dye, Director of Human Resources and Recognized Employee Organizations

B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(A) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Chino Basin Municipal Water District v. City of Ontario et al., Court of Appeals, Case No. E080533

DRAFT

The meeting resumed at 11:51 a.m. and General Counsel Marty Cihigoyenetche reported that the Board discussed Item 1B with no reportable action. Item 1A was not discussed.

ADJOURNMENT

President Tule adjourned the meeting at 11:52 a.m.

_____

Steven J. Elie, Secretary/Treasurer

APPROVED: SEPTEMBER 18, 2024

DRAFT

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1B

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Approve Report on General Disbursements (Finance & Admin)

Executive Summary:

Total disbursements for the month of July 2024 were $29,973,771.61. Disbursement activity included check payments of $245,026.67 to vendors and $5,657.96 for workers' compensation related costs. Electronic payments included the Automation Clearing House (ACH) of $17,686,380.20 and wire transfers (excluding payroll) of $9,902,248.59. The total payroll was $2,124,077.76 for employees and $10,380.43 for the Board of Directors.

Staff's Recommendation:

Staff recommends that the Board approve the total disbursements for the month of July 2024 in the amount of $29,973,771.61.

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

Regional Sewerage *Technical Committee (Y/N):* N

Policy Committee (Y/N): N

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Background
Attachment 2 - PowerPoint
Attachment 3 - Report on General Disbursement

Background

Subject: Report on General Disbursements

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

Table 1: Disbursement Details

Attachment	Payment Type	Amount
2A	Vendor Checks	$ 245,026.67
2B	Workers' Comp Checks	$ 5,657.96
2C	Vendor ACHs	$ 17,686,380.20
2D	Vendor Wires (excludes Payroll)	$ 9,902,248.59
2E	Payroll-Net Pay-Directors	$ 10,380.43
2F	Payroll-Net Pay-Employees	$ 2,124,077.76
Total Disbursements		**$29,973,771.61**

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

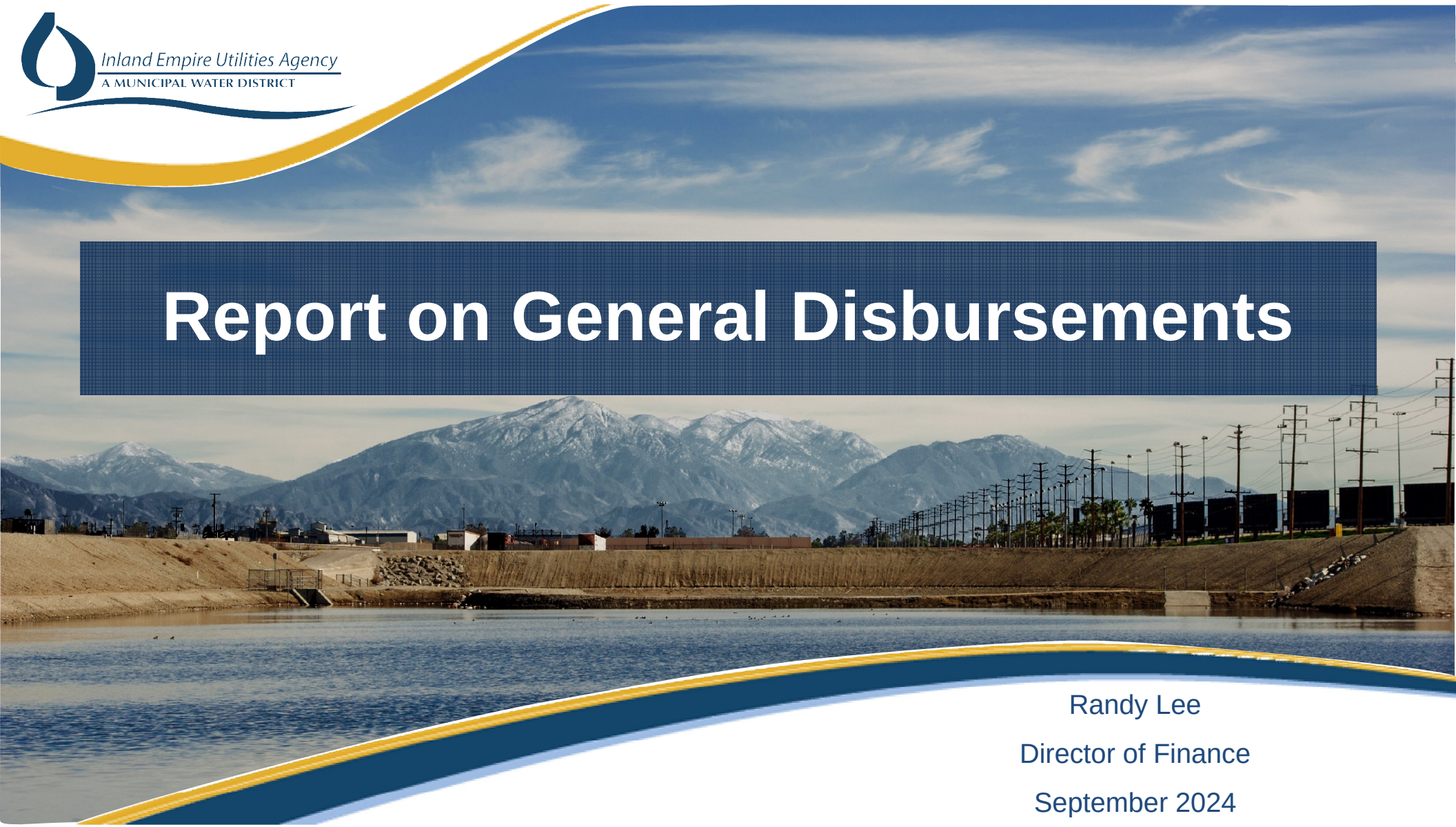
Vendor	Amount	Description
CALPERS	$ 3,955,719.00	FY 2024/25 Unfunded Liability
WM LYLES COMPANY	$ 2,357,765.86	Professional Svc's for EN19001- RP-5 Expansion to 30 mgd; EN19006 - RP-5 Biosolids Facility.
METROPOLITAN WATER DISTRICT	$ 2,240,091.06	May 2024 Water Purchases.
SWRCB ACCOUNTING OFFICE	$ 1,795,443.08	SRF Loan Pymt #3A C-06-8235-110 SRF Loan Pymt #3B C-06-8235-110 SRF Loan Pymt #13 C-06-5176-110 SRF Loan Pymt #13 C-06-5176-120 SRF Loan Pymt #13 C-06-5176-130 SRF Loan Pymt # 4 C-06-5318-110
SO CAL EDISON	$ 1,378,200.08	04/05/24 – 07/17/24 Electricity.

Table 2: Disbursements in Excess of $500,000 per Vendor (continued)

Vendor	Amount	Description
INTERNAL REVENUE SERVICE	$ 1,331,562.26	P/R 13, 14, 15; Dir 07 Taxes.
California Sanitation Risk Management Authority (CSRMA)	$ 1,140,066.84	FY 2024/25 Property Insurance Premium
ALLIANT INSURANCE SERVICES INC	$ 1,095,120.53	FY 2024/25 Insurance premiums for Commercial Liability, Commercial Crime, Equipment Floater and Workers Compensation.
CDM CONSTRUCTORS INC	$ 1,021,060.00	Professional Svc's for EN13016.05 - SCADA Enterprise System - RP-1 Tertiary
GARNEY PACIFIC INC	$ 988,705.99	Professional Svc's for EN17006 - CCWRF Asset Management and Improvements
PERS	$ 922,412.24	07/24 Health Ins; P/R 13, 14
MP2 ENERGY NE LLC (Shell Energy)	$ 916,309.04	03/06/24 – 06/04/24 Electricity
SANTA ANA WATERSHED	$ 570,078.01	May Service and Truck Discharges; 24/25 Member District Fees
INNOVATIVE CONSTRUCTION SOLUTIONS	$ 535,387.77	Professional Svc's for EN11039 - RP-1 Disinfection Pump Improvements; EN17042 - Digester 6 and 7 Roof Repairs.

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Report on General Disbursements



Randy Lee
Director of Finance
September 2024

Staff's Recommendation

- Approve the total disbursements for the month of July 2024 in the amount of $29,973,771.61.

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.

Attachment 2A

Vendor Checks

Bank	JPMC	J.P. MORGAN CHASE BANK, N.A.	TAMPA FL 336100000
Bank Key	322271627		
Acct number	CHECK	520828586	

Check

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
240119	2200138923	07/03/2024	USD	699.00	CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	07/05/2024
240120	2200138978	07/10/2024	USD	1,139.28	CINTAS CORPORATION- LOC#150 PHOENIX AZ	07/18/2024
240121	2200138980	07/10/2024	USD	140.98	FONTANA WATER COMPANY EL MONTE CA	07/15/2024
240122	2200138979	07/10/2024	USD	32,257.50	SPECIFIC SYSTEMS LLC TULSA OK	07/22/2024
240123	2200139014	07/12/2024	USD	308.75	FONTANA UNIFIED SCHOOL DISTRICFONTANA CA	07/31/2024
240124	2200139013	07/12/2024	USD	387.96	PETTY CASH EXPENDITURES CHINO CA	07/22/2024
240125	2200139015	07/12/2024	USD	70.00	THE SHREDDERS POMONA CA	07/22/2024
240126	2200139050	07/17/2024	USD	6,602.49	CALIFORNIA BOILER INC SANTA ANA CA	07/19/2024
240127	2200139052	07/17/2024	USD	1,465.21	CINTAS CORPORATION- LOC#150 PHOENIX AZ	07/24/2024
240128	2200139051	07/17/2024	USD	1,771.32	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	07/22/2024
240129	2200139048	07/17/2024	USD	54,449.25	CITY OF ONTARIO ONTARIO CA	07/18/2024
240130	2200139056	07/17/2024	USD	3,319.35	FIDELITY SECURITY LIFE INSURANKANSAS CITY MO	07/30/2024
240131	2200139055	07/17/2024	USD	275.00	FRANCHISE TAX BOARD SACRAMENTO CA	
240132	2200139053	07/17/2024	USD	212.00	LITTLE SISTER'S TRUCK WASH, INFONTANA CA	07/19/2024
240133	2200139054	07/17/2024	USD	206.77	PERS LONG TERM CARE PROGRAM PASADENA CA	07/19/2024
240134	2200139049	07/17/2024	USD	144.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	07/24/2024
240135	2200139091	07/19/2024	USD	550.00	CALIF MUNICIPAL STATISTICS INCOAKLAND CA	07/31/2024
240136	2200139092	07/19/2024	USD	7,800.00	FONTANA WATER COMPANY EL MONTE CA	07/24/2024
240137	2200139093	07/19/2024	USD	5,795.00	MONTE VISTA WATER DISTRICT MONTCLAIR CA	
240138	2200139094	07/19/2024	USD	7,218.29	ZARETSKY ENGINEERING SOLUTIONSFOUNTAIN VALLEY CA	07/23/2024
240139	2200139139	07/24/2024	USD	4,545.00	ANTHESIS SERVICES ONTARIO CA	07/31/2024
240140	2200139136	07/24/2024	USD	30,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	07/26/2024
240141	2200139138	07/24/2024	USD	2,610.00	TOTAL COMPENSATION SYSTEMS WESTLAKE VILLAGE CA	07/26/2024
240142	2200139137	07/24/2024	USD	15,623.68	VIATRON SYSTEMS INC GARDENA CA	07/26/2024
240143	2200139207	07/26/2024	USD	7,746.07	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	08/02/2024
240144	2200139205	07/26/2024	USD	769.43	QUADIENT LEASING USA INC MILFORD CT	
240145	2200139204	07/26/2024	USD	1,375.00	URBAN WATER INSTITUTE INC IRVINE CA	
240146	2200139206	07/26/2024	USD	11,866.94	UTILIQUEST LLC ATLANTA GA	
240147	2200139203	07/26/2024	USD	25,342.65	WOODRUFF & SMART, APC COSTA MESA CA	
240148	2200139437	07/31/2024	USD	4,397.40	CIVICPLUS LLP MANHATTAN KS	
240149	2200139435	07/31/2024	USD	2,835.00	CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	08/02/2024
240150	2200139438	07/31/2024	USD	12,528.35	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	
240151	2200139439	07/31/2024	USD	275.00	FRANCHISE TAX BOARD SACRAMENTO CA	
240152	2200139436	07/31/2024	USD	300.00	PUBLIC AGENCY RISK MANAGERS ASSAN JOSE CA	
* Payment method Check			USD	245,026.67		

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	245,026.67		

Attachment 2B

Workers' Comp Checks

Bank	JPMC	J.P. MORGAN CHASE BANK, N.A.	TAMPA FL 336100000
Bank Key	322271627		
Acct number	WCOMP	520829832	

Checks created manually

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
101000	2200139511	07/11/2024	USD	1,132.66	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101001	2200139591	07/11/2024	USD	297.34	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101002	2200139592	07/11/2024	USD	265.00	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101003	2200139593	07/11/2024	USD	18.95	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101004	2200139594	07/11/2024	USD	285.00	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101005	2200139595	07/18/2024	USD	418.14	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101006	2200139599	07/18/2024	USD	1,782.54	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101007	2200139600	07/18/2024	USD	1,048.07	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101008	2200139601	07/18/2024	USD	135.00	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101009	2200139602	07/18/2024	USD	98.55	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101010	2200139603	07/18/2024	USD	41.71	YORK RISK SERVICES GROUP INC MEMPHIS TN	
101011	2200139604	07/25/2024	USD	135.00	YORK RISK SERVICES GROUP INC MEMPHIS TN	
* Payment method Checks created manually			USD	5,657.96		

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	5,657.96		

Attachment 2C

Vendor ACHs

Check	Payee / Description			Amount
ACH	FRONTIER COMMUNICATIONS HOLDIN			
	RP4/TP4-6/10-7/9 899-5564	9098995564	6/	768.55
	HQ-6/13-7/12 197-0876 Internet	7601970876	6/	2,742.28
	TrnrBsn-6/13-7/12 986-4165 GWR 2300 4th	9099864165	6/	39.39
	IS-6/19-7/18 FIOS	3231682487	7/	775.45
	CCWRF-6/18-7/17 Data Svc	9096063727	7/	109.47
	FRONTIER COMMUNICATIONS HOLDIN$			4,435.14
ACH	JCI JONES CHEMICALS INC			
	RP2- 4,891 Gal HYPOCHLORITE SOLUTION	943753		8,688.86
	RP5- 4,865 Gal HYPOCHLORITE SOLUTION	943987		8,642.67
	RP1- 4,914 Gal HYPOCHLORITE SOLUTION	943983		8,729.72
	CCWRF-4,875 Gal HYPOCHLORITE SOLUTION	943986		8,660.44
	RP1- 4,025 Gal HYPOCHLORITE SOLUTION	943982		7,150.41
	JCI JONES CHEMICALS INC $			41,872.10
ACH	AIRGAS USA LLC			
	RP1-40.50 Gal Propane	9151146727		203.05
	Lab-5/31 Cylinder Rental	5508535956		89.87
	Lab-6/12 Helium,Nitrogen,Oxygen	9150804549		396.66
	Lab-98.66 CCF Argon Microbulk	9148646132		865.93
	RP1-72.9 Gal Propane	9150271291		365.48
	RP1-100.20 Gal Propane	9150838698		502.34
	AIRGAS USA LLC $			2,423.33
ACH	KONICA MINOLTA BUSINESS SOLUTI			
	HR-4/3-4/30 Maint Agreement Svcs	293591434		4.77
	KONICA MINOLTA BUSINESS SOLUTI$			4.77
ACH	SO CALIF SALINITY COALITION			
	24/25 Agency Membership Dues	2024-1052		10,000.00
	SO CALIF SALINITY COALITION $			10,000.00
ACH	INLAND EMPIRE REGIONAL			
	Biosolids (RP2) 5/1-5/31/2024	90037658		184,013.13
	INLAND EMPIRE REGIONAL $			184,013.13
ACH	SKALAR INC			
	CPU Atom Board V2	2643165		1,974.90
	SKALAR INC $			1,974.90
ACH	INSIDE PLANTS INC			
	Jun-2024 Monthly Srvc HQ,LAB,HR Traile	99955		777.00
	INSIDE PLANTS INC $			777.00
ACH	STANTEC CONSULTING INC			
	EN23038 Prof Svc's 05/04/24-05/31/24	2243864		11,023.25
	EN23123 Prof Svc's 5/04-05/31/24	2243865		8,987.00
	EN23074/EN23035 Prof Svc's 05/04-05/31/2	2243867		12,330.50
	EN24032 Prof Svc's 05/04-05/31/24	2243862		23,492.00

Check	Payee / Description			Amount
	EN21045 Prof Svc's	04/27-05/25/24	2245009	25,910.50
		STANTEC CONSULTING INC	$	81,743.25
ACH	NATIONAL CONSTRUCTION RENTALS			
	Prado Rental 06/07-07/04/24		7455372	572.70
	RP1-5/30-6/26 Holding Tank - Rental Svcs		7445902-R	290.87
		NATIONAL CONSTRUCTION RENTALS	$	863.57
ACH	RSD			
	PLEATED FILTER		55414598-00	3,532.55
		RSD	$	3,532.55
ACH	ENDRESS & HAUSER INC			
	Transmitter/Conversion Kit		6002580168	4,457.95
	Wiper-Kit		6002579320	173.86
		ENDRESS & HAUSER INC	$	4,631.81
ACH	GK & ASSOCIATES			
	46-2849 Prof Svc's 5/24		24-023	36,489.00
		GK & ASSOCIATES	$	36,489.00
ACH	ELECTRO-CHEMICAL DEVICES INC			
	MEMBRANE REPLACEMENT KIT		77666	3,273.04
	ELECTRODE PH SENSOR, MEMBRAMNE REPLACEM		77694	1,991.15
		ELECTRO-CHEMICAL DEVICES INC	$	5,264.19
ACH	ENVIRONMENTAL SCIENCE ASSOCIAT			
	EN19006.00 Prof. Serv. 05/01/24-05/31/24		197389	2,031.68
		ENVIRONMENTAL SCIENCE ASSOCIAT	$	2,031.68
ACH	CALIFORNIA WATER TECHNOLOGIES			
	PhilLS- 41,500 Lbs Ferric Chloride Solut		46419	10,588.88
	RP1-42,220 Lbs Ferric Chloride Solution		46429	10,824.38
	RP2-42,020 Lbs Ferric Chloride Solution		46415	10,571.89
		CALIFORNIA WATER TECHNOLOGIES	$	31,985.15
ACH	V3IT CONSULTING INC			
	SAP Basis Support for May 2024		V3IT2024IEUA0	6,184.00
	Doc for Modification Svcs & Offshore Hou		V3IT2024IEUA0	6,799.00
		V3IT CONSULTING INC	$	12,983.00
ACH	PACIFIC COURIERS INC			
	HQA-5/24 Courier Svcs		24-05-2007	3,145.75
		PACIFIC COURIERS INC	$	3,145.75
ACH	WALLACE & ASSOCIATES CONSULTIN			
	46-2853-4/1-5/5 IEUA Master Agrmt		24205	59,780.00
		WALLACE & ASSOCIATES CONSULTIN	$	59,780.00

Check	Payee / Description			Amount
ACH	JC LAW FIRM			
	6/24 Walker vs.IEUA	1451		332.50
	6/24 Ontario vs. IEUA(CBP)	1449		5,065.00
	6/24 Kaiser vs.CBWCD(Elv Basin)	1448		760.00
	6/24 WM Lyles	1450		237.50
	6/24 Regional Contract	1447		47.50
	6/24 General Legal	1452		610.00
	JC LAW FIRM		$	7,052.50
ACH	GILLIS + PANICHAPAN ARCHITECTS			
	FM21005.02 Prof Srvs 1/1/24-6/14-24	108815J		1,860.00
	GILLIS + PANICHAPAN ARCHITECTS		$	1,860.00
ACH	THE SOLIS GROUP			
	RP-1 Roof Repair Prof. Servs. 5/24	13136		1,745.00
	EN18006.00 Prof. Serv. 05/24	13135		1,000.00
	THE SOLIS GROUP		$	2,745.00
ACH	CAPO PROJECTS GROUP LLC			
	EN13016.05 46-2731 Prof. Servs. 05/24	8536		2,728.00
	CAPO PROJECTS GROUP LLC		$	2,728.00
ACH	LIBERTY LANDSCAPING INC			
	HQ-Rpr AN-24-19 W Prkng Lot Vlv B-10	126868		844.94
	LIBERTY LANDSCAPING INC		$	844.94
ACH	FLYERS ENERGY LLC			
	RP2-165 GAL MOBIL DELVAC 1300 SUP	24-102982		3,078.65
	FLYERS ENERGY LLC		$	3,078.65
ACH	HUNT ORTMANN PALFFY NIEVES			
	05/2024 Professional Services	107536		16,839.36
	HUNT ORTMANN PALFFY NIEVES		$	16,839.36
ACH	SOLENIS LLC			
	RP2- 27,516 Lbs ZETAG POLYMERS	132828841		46,251.64
	RP1-18,344 Lbs/4,586 Lbs Zetag Polymers	132793105		39,199.98
	SOLENIS LLC		$	85,451.62
ACH	SO CALIF EDISON			
	Credit-MWDCB11-3/19-4/17 10498 Banyan St	8013383903 4/		49.72-
	RP5/TP5/HQA/B-4/30-5/29 9 6075 Kimball A	8002326317 5/		213,298.54
	MWDTrnt 5/15-6/13 12100 E Banyan St	8004147332 6/		38.26
	VctrBsn-5/17-6/17 13650 Victoria St	8004604345 6/		108.67
	MWDCB11-5/17-6/17 10498 Banyan St	8013383903 6/		41.70
	SnSvnRW-5/23-6/23 6000 Cherry Ave	8000141055 6/		73.65
	RP2MntLnchRm-5/16-6/16 16400 El Prado Rd	8001015118 6/		5,632.78
	MNTC1SPLTBX 5/16-6/16 11294 Roswell Ave	8000629815 6/		103.38
	SBLfStn-5/15-6/13 13707 SAN BERNARDINO A	8003058251 6/		1,482.13
	930RsvrPrjct-5/22-6/20 2950 Galloping Hi	8001775817 6/		234.84

Check	Payee / Description			Amount
	RP1-4/5-5/5 2450 Phila St	8000032453 4/		195,806.12
	MWDCB11-4/18-5/16 10498 Banyan St	8013383903 5/		36.45
	MWDTrnt 4/16-5/14 12100 E Banyan St	8004147332 5/		34.10
	Credit-MWDTrnt 3/15-4/15 12100 E Banyan	8004147332 4/		48.99-
	SO CALIF EDISON		$	416,791.91
ACH	MP2 ENERGY NE LLC			
	RP2-4/1-4/30 16400 ElPrado Rd-Pwr Usage	CA-1362 00646		19,590.03
	RP1-5/6-6/4 2450 Phila St-Pwr Usage	CA-1416 00344		259,789.50
	RP2-5/1-5/31 16400 ElPrado Rd-Pwr Usage	CA-1416 00646		19,187.60
	CCWRP-4/26-5/27 14950 Tlphn Av-Pwr Usage	CA-1416 00049		91,343.80
	RP1 3/6-4/4 2450 Phila St-Pwr Usage	CA-1361 00344		204,251.56
	RP1-4/5-5/5 2450 Phila St-Pwr Usage	CA-1362 00344		249,179.52
	MP2 ENERGY NE LLC		$	843,342.01
ACH	COLONIAL LIFE & ACCIDENT INSUR			
	7/24 Disability, Cancer, Universal Term	7274194070149		229.57
	COLONIAL LIFE & ACCIDENT INSUR		$	229.57
ACH	HALL, JASMIN			
	5/31-6/1 Water Infras Network Summit	5/31-6/1 WINS		410.49
	ExRpt-6/20-6/21 WRCOG Assembly	6/20-21 WRCOG		350.23
	HALL, JASMIN		$	760.72
ACH	CRAWFORD, JANA			
	EdReim-MBA Program 23/24	EDREIM-MBA PR		2,146.00
	CRAWFORD, JANA		$	2,146.00
ACH	EMPOWER RETIREMENT			
	P/R 13 06/28/2024 Deferred Comp	HR 0129100		124,961.43
	EMPOWER RETIREMENT		$	124,961.43
ACH	CITY RENTALS INC			
	PRESSURE WASHER	110344		822.11
	CITY RENTALS INC		$	822.11
ACH	JCI JONES CHEMICALS INC			
	RP1- 4,848 Gal HYPOCHLORITE SOLUTION	944194		8,612.47
	RP5- 3,937 Gal HYPOCHLORITE SOLUTION	944338		6,994.08
	CCWRF- 4,863 Gal HYPOCHLORITE SOLUTION	944337		8,639.12
	RP1- 4,875 Gal HYPOCHLORITE SOLUTION	944333		8,660.44
	RP4- 4,855 Gal HYPOCHLORITE SOLUTION	944476		8,624.91
	RP1- 4,784 Gal HYPOCHLORITE SOLUTION	944483		8,498.78
	RP2- 4,954 Gal HYPOCHLORITE SOLUTION	944512		8,800.78
	RP5- 4,818 Gal HYPOCHLORITE SOLUTION	944611		8,559.18
	CCWRF- 4,875 Gal HYPOCHLORITE SOLUTION	944610		8,660.44
	RP1- 4,846 Gal HYPOCHLORITE SOLUTION	944605		8,608.92
	RP1- 4,849 Gal HYPOCHLORITE SOLUTION	944606		8,614.25
	RP1-4,887 Gal HYPOCHLORITE SOLUTION	944711		8,681.75
	JCI JONES CHEMICALS INC		$	101,955.12

Check	Payee / Description			Amount
ACH	AIRGAS USA LLC			
	CCWRF-4CL Propane	9150097330		144.86
	RP4-5/31 Cylinder Rental	5508554692		6.08
	CCWRF-5/31 Cylinder Rental	5508554690		23.56
	RP2-5/24 Cylinder Rental	5508553738		17.67
	CBM-5/31 Cylinder Rental	5508553737		29.45
	AIRGAS USA LLC		$	221.62
ACH	APPLEONE EMPLOYMENT SERVICES			
	Ferraro,Gibson WE 6/8/24	01-6893562		3,154.56
	APPLEONE EMPLOYMENT SERVICES		$	3,154.56
ACH	KONICA MINOLTA			
	HRTrlr-6/24 Copier Lease	44929981		190.62
	HQA/B-6/24 Copier Leases	44929980		420.24
	HQA/B-6/24 Copier Leases	44929978		962.31
	RP1 6/24 Coper Lease C450I	45010368		188.82
	KONICA MINOLTA		$	1,761.99
ACH	BOOT BARN INC			
	Employee Safety Shoes-Gonzalez,S	INV00376156		190.85
	Employee Safety Shoes-Campos,X	INV00376157		100.00
	Employee Safety Shoes-Tejeda,H	INV00376155		185.94
	BOOT BARN INC		$	476.79
ACH	BUTIER ENGINEERING INC			
	4/24 Construction Mgmt Svcs	IEUA 023		42,957.00
	BUTIER ENGINEERING INC		$	42,957.00
ACH	PARSONS WATER & INFRASTRUCTURE			
	EN19001/EN19006-3/30-5/31 RP5 Exp Design	2406A999		73,833.11
	PARSONS WATER & INFRASTRUCTURE		$	73,833.11
ACH	GOVERNMENTJOBS.COM INC			
	8/24-8/25 Insight Subscription Fee	INV-42923		12,310.47
	GOVERNMENTJOBS.COM INC		$	12,310.47
ACH	ADT COMMERCIAL LLC			
	Service Call	154987322		623.00
	ADT COMMERCIAL LLC		$	623.00
ACH	ADJ ELECTRIC LLC			
	Ford Charging System Circuit Breaker Ins	I240626158		3,947.58
	ADJ ELECTRIC LLC		$	3,947.58
ACH	JOSEPH A. LEMAY			
	RP5-FatheadMinnow Chronic/Growth Test	24051407		1,760.00
	RP1-FatheadMinnow Chronic/Growth test	24051406		1,760.00
	TP1-FatheadMinnow Chronic/Growth Test	24051405		1,760.00

Check	Payee / Description			Amount
	JOSEPH A. LEMAY		$	5,280.00
ACH	SO CALIF EDISON			
	PrdDchlStn-5/30-6/27 34 Johnson-Pine	8000932049 6/		438.72
	1630WPmpStn-5/28-6/25 1530 6th St	8004881955 6/		22,449.94
	8thStBsn-5/28-6/25 1180 8th St	8000035339 6/		69.55
	Trnr3&4-5/29-6/26 916 Archibald Ave	8001265279 6/		87.46
	SnSvn5PmpStn-5/30-6/27 13785 Banyan	8004022929 6/		660.58
	SO CALIF EDISON		$	23,706.25
ACH	SO CALIF GAS			
	CCWRP/TP-5/29-6/27 14950 Telephone Ave	14959861 6/24		84.82
	HQA/B-5/24-6/25 6075 Kimball Ave	15729783 6/24		117.05
	Lab-5/28-6/26 2450 Phila St	15577783 6/24		14.30
	RP5-5/24-6/25 6075 Kimball Ave	16284813 6/24		2,942.64
	RP1Cmplx-5/28-6/26 2450 Phila St	12140888 6/24		47.64
	TP5-5/24-6/25 6075 Kimball Ave	15579076 6/24		23.48
	SO CALIF GAS		$	3,229.93
ACH	FRONTIER COMMUNICATIONS HOLDIN			
	RP2/TP2-6/25-7/24 393-8129 Fx Tlphn	9093938129 7/		78.27
	RP2-6/22-7/21 393-1056	9093931056 7/		159.01
	MWDCB15-6/22-7/21 803-2918 12100 Banyan	9098032918 7/		40.65
	BrksBsn- EM9-6/22-7/21 042-6764 Orcd-GWR	2090426764 7/		174.83
	CllgHtsBsn-6/22-7/21 985-3258 2238 Arrow	9099853258 7/		84.83
	FRONTIER COMMUNICATIONS HOLDIN		$	537.59
ACH	BENEFIT COORDINATORS CORPORATI			
	07/24 Agency Dental Plan	BODXFF		24,112.70
	BENEFIT COORDINATORS CORPORATI		$	24,112.70
ACH	DAGAN, EDWARD			
	MlgReim-6/17/24 C/O RP2	MLG 6/17/24		19.50
	MlgReim-6/26/24 C/O RP5 Comm Twr Hgh Tmp	MLG 6/26/24		20.77
	DAGAN, EDWARD		$	40.27
ACH	MANTILLA, LAURA			
	Thompson Federal Grants Forum 6/25-06/27	TRAVEL 6/25-0		647.27
	MANTILLA, LAURA		$	647.27
ACH	GARCIA, CHRISTOPHER			
	Screenshot 2024-05-07 073624.png	MILEAGE 5/07		58.29
	GARCIA, CHRISTOPHER		$	58.29
ACH	DESHMUKH, SHIVAJI			
	ExpRept-6/15-9/22 Singapore Int'l Water	6/15-22 SG IN		58.61
	DESHMUKH, SHIVAJI		$	58.61
ACH	BARAJAS, ELIZABETH			
	MlgReim-6/22/24 C/O Washer/Grinder Jamme	MLG 6/22/24		41.94
	MlgReim-6/22/24 C/O RP5 Alum Sump Line B	MLG 6/22/24-2		41.94

Check	Payee / Description		Amount
	MlgReim-7/4/24 C/O CCWRP Gate Closure Ou	MLG 7/04/24	39.13
	BARAJAS, ELIZABETH	$	123.01
ACH	TULE, MARCO		
	MlgReim-04/2024 Meetings,Tule,M	MLG 04/2024	84.69
	TULE, MARCO	$	84.69
ACH	ZERDA, DANIEL R		
	Educationl allowance	EDUCATIONAL	5,250.00
	ZERDA, DANIEL R	$	5,250.00
ACH	QIAN, MENG		
	MlgReim-6/30 CO RP1 Master Modules Faile	MLG 6/30/24	18.16
	QIAN, MENG	$	18.16
ACH	BURKE WILLIAMS & SORENSEN LLP		
	PROFESSIONAL SERVICES - 05/31/24	323635	2,965.80
	BURKE WILLIAMS & SORENSEN LLP	$	2,965.80
ACH	FISHER SCIENTIFIC		
	SYR PTFE TIP PLUNGER 100F-GT	3311665	244.99
	T201 TEMPERATURE SENSOR GLASS	3175253	703.07
	SYRINGE 25F-GT	3069649	221.18
	FISHER SCIENTIFIC	$	1,169.24
ACH	HARRINGTON INDUSTRIAL PLASTICS		
	Roller Rotor	012N1625	5,027.68
	Coupling, Flush, Adapter	012N1211	95.25
	HARRINGTON INDUSTRIAL PLASTICS	$	5,122.93
ACH	JCI JONES CHEMICALS INC		
	RP5-4,859 Gal HYPOCHLORITE SOLUTION	944831	8,632.01
	CCWRF-4,835 Gal HYPOCHLORITE SOLUTION	944830	8,589.38
	RP1-4,869 Gal HYPOCHLORITE SOLUTION	944823	8,649.78
	JCI JONES CHEMICALS INC	$	25,871.17
ACH	ROYAL INDUSTRIAL SOLUTIONS		
	INPUT MODULE	6441-1124318	904.63
	ROYAL INDUSTRIAL SOLUTIONS	$	904.63
ACH	UNIVAR SOLUTIONS USA INC		
	RP1- 12,615 DLB SOD BISULFITE 25% BULK	52230586	9,074.99
	UNIVAR SOLUTIONS USA INC	$	9,074.99
ACH	KONICA MINOLTA		
	HQ/RP4/RP5-6/24 Copier Leases	44929979	3,403.01
	KONICA MINOLTA	$	3,403.01

Check	Payee / Description			Amount
ACH	THATCHER COMPANY OF CALIFORNIA			
	RP1-10.855 Ton Aluminum Sulfate	2024250103569		6,491.07
	THATCHER COMPANY OF CALIFORNIA		$	6,491.07
ACH	LIEBERT CASSIDY WHITMORE			
	4/23/24 Traing-Interview Training	267470		1,925.00
	5/24 Legal Svcs	269445		4,104.00
	4/22/24 Training-Fostering A Mentally Fi	267481		2,250.00
	LIEBERT CASSIDY WHITMORE		$	8,279.00
ACH	OLSON REMCHO LLP			
	4/24 Lobby Report	748345		1,986.50
	OLSON REMCHO LLP		$	1,986.50
ACH	A & G INSTRUMENT SERVICE			
	06/11-13/24 Service and Mileage	39469		3,569.60
	A & G INSTRUMENT SERVICE		$	3,569.60
ACH	ROBERT HALF MANAGEMENT RESOURC			
	Macias,Denise 05/31/2024	63679723		1,556.70
	Reyes,Gloria 06/28/2024	63783651		3,869.20
	Honis,Michelle 06/21/2024	63747302		5,200.00
	Reyes,Gloria 06/14/2024	63736976		3,869.20
	Macias,Denise 06/07/2024	63708988		2,075.60
	Reyes,Gloria 06/07/2024	63698550		3,869.20
	Honis,Michelle 06/07/2024	63702946		3,770.00
	Reyes,Gloria 05/31/2024	63678788		1,837.87
	Olagunju,Titilayo 07/05/2024	63813655		3,258.75
	Honis,Michelle 07/05/2024	63802238		3,900.00
	Honis,Michelle 06/28/2024	63787565		5,200.00
	Reyes,Gloria 06/21/2024	63755926		3,869.20
	ROBERT HALF MANAGEMENT RESOURC		$	42,275.72
ACH	GHD INC			
	46-2557-4/1-6/24 T.O.28 Reiab Improv Svc	380-0053046		2,082.35
	46-2557-5/26-6/24 Dev of Agency Std Deta	380-0053042		5,073.39
	EN23004-5/24 CCWRF Aeration Basin Power	380-0052812		6,189.46
	EN22031-5/26-6/24 RP1 Stat Elect Improv	380-0052989		7,302.04
	46-2557-2/26-3/29 Staff Augmentation Svc	380-0048385		38,361.50
	EN23002-6/24 Design Consulting Svcs	380-0053757		31,014.66
	GHD INC		$	90,023.40
ACH	ARCADIS US INC			
	EN23066-1/21-2/25/24 Presv Lift Stat Imp	34424606		8,708.50
	ARCADIS US INC		$	8,708.50
ACH	WSP USA ENVIRONMENT &			
	EN22044 4600002855 Prof Svcs 01/02-02/02	S49836080		29,295.00
	WSP USA ENVIRONMENT &		$	29,295.00
ACH	ENTHALPY ANALYTICAL LLC			

Check	Payee / Description			Amount
	RP1-4/24 WFCSR Testing Svcs	CINV-283100		2,250.00
	RP5-2/1-4/25 Data and Procedure Review S	CINV-276957		5,080.00
	ENTHALPY ANALYTICAL LLC		$	7,330.00
ACH	WECK LABORATORIES			
	4/18 Groundwater Sample Analysis	W4F0514		1,495.00
	4/18 Groundwater Sample Analysis	W4F0511		1,495.00
	4/18 Groundwater Sample Analysis	W4F0513		1,410.00
	5/2 Groundwater Sample Analysis	W4F1444		1,495.00
	5/2 Groundwater Sample Analysis	W4F1438		1,445.00
	5/2 Groundwater Sample Analysis	W4F1440		1,545.00
	5/9 Gorundwater Sample Anaylsis	W4F1746		1,495.00
	5/2 Groundwater Sample Analysis	W4F1443		1,470.00
	5/2 GroundWater Sample Analysis	W4F1724		1,495.00
	5/2 Groundwater Sample Analysis	W4F1439		1,495.00
	5/9 Groundwater Sample Analysis	W4F1747		1,495.00
	WECK LABORATORIES		$	16,335.00
ACH	JACOBS ENGINEERING GROUP INC			
	WR23001/WR23002/PL26001/PL19005 Prof Srv	W9Y41100-10		488,333.49
	JACOBS ENGINEERING GROUP INC		$	488,333.49
ACH	SO CALIF EDISON			
	RP4/TP4/RCA-5/6-6/4 12811 6th St	8000036690 5/		277,657.79
	SO CALIF EDISON		$	277,657.79
ACH	MP2 ENERGY NE LLC			
	CCWRP-3/27-4/25 14950 Tlphn Av-Pwr Usage	CA-1362 00049		72,967.03
	MP2 ENERGY NE LLC		$	72,967.03
ACH	AMERICAN HERITAGE LIFE INSURAN			
	June 2024 Cafeteria Plan	PR 11&12 6/20		188.02
	AMERICAN HERITAGE LIFE INSURAN		$	188.02
ACH	GONZALEZ CONTRERAS, BRANDON			
	EdReim-BSCCMCL Program Tuition,eBooks,Pr	EDUCATION		3,011.19
	GONZALEZ CONTRERAS, BRANDON		$	3,011.19
ACH	CISNEROS, ANGEL			
	EdReim-The MSITM Degree Program	EDREIM-MSITM		5,250.00
	CISNEROS, ANGEL		$	5,250.00
ACH	CLARK, ANTHONY			
	MlgReim-6/30/24 RP1 C/O to Plant Respons	MLG 6/30/24		50.92
	CLARK, ANTHONY		$	50.92
ACH	FISHER SCIENTIFIC			
	COLOR STD APHA NO. 15	3425001		180.56
	ETHYL ETHER PEST GRADE 4L	3461453		100.27
	ELECTRODE CLEANING SOLUTION, PAN	3069650		200.80

Check	Payee / Description			Amount
				- - - - - - - -
	FISHER SCIENTIFIC		$	481.63
ACH	ROYAL INDUSTRIAL SOLUTIONS			
	Cancelation Charge	6441-1101422		3,653.00
	LIMIT SWITCH, CONTROL	6441-1123747		526.57
	LED W-PK	6441-1122105		1,676.93
				- - - - - - - -
	ROYAL INDUSTRIAL SOLUTIONS		$	5,856.50
ACH	SOUTHWEST ALARM SERVICE			
	HQA-Monitoring Security System 7/24	084504		106.00
	RP2,RP5,CCWRF-Alarm Services 6/24	084675		1,693.76
	HR Trailer-Monitoring Security System 07	084506		50.00
	HQA-Monitoring Security System 7/24	084503		4,852.00
				- - - - - - - -
	SOUTHWEST ALARM SERVICE		$	6,701.76
ACH	WEST VALLEY MOSQUITO AND			
	June 2024 Vector Control Svcs	2932		1,499.02
				- - - - - - - -
	WEST VALLEY MOSQUITO AND		$	1,499.02
ACH	AIRGAS USA LLC			
	RP1-56.20 Gal Propane	9150766119		281.75
	RP1-51.20 Gal Propane	9148646131		256.68
	RP1-67.80 Gal Propane	9150766118		339.91
	RP1-5/31 Cylinder Rental	5508554691		57.66
				- - - - - - - -
	AIRGAS USA LLC		$	936.00
ACH	PETE'S ROAD SERVICE			
	Vhc. 1910 Flat Repair and Service	24-0765530-00		229.04
				- - - - - - - -
	PETE'S ROAD SERVICE		$	229.04
ACH	GRAINGER INC			
	Progss Cavity Pump.	9158284183		12,188.18
	GEN. PURP. UTILITY ROPE	9154727375		265.63
	SHOE,UNISEX	9170596598		1,577.54
	SHOE,UNISEX,15"H,METATARSAL,	9170596606		157.75
				- - - - - - - -
	GRAINGER INC		$	14,189.10
ACH	APPLEONE EMPLOYMENT SERVICES			
	Espinoza,Gibson,Guerra WE 6/22/24	01-6901628		4,928.08
				- - - - - - - -
	APPLEONE EMPLOYMENT SERVICES		$	4,928.08
ACH	CHINO BASIN WATERMASTER			
	50% Cost Sharing-Prepare SurfaceWaterMon	2024-04-C		4,175.54
				- - - - - - - -
	CHINO BASIN WATERMASTER		$	4,175.54
ACH	POLYDYNE INC			
	RP1-15,600 Lbs Flosperse 30S	1847909		21,613.40
				- - - - - - - -
	POLYDYNE INC		$	21,613.40

Check	Payee / Description			Amount
ACH	LEE & RO INC			
	EN18006-46-2261 Prof. Svcs 05/24	1165/33		3,696.00
	LEE & RO INC		$	3,696.00
ACH	PROJECT PARTNERS INC			
	46-2852-5/24 Asset Mgmt Supp Svcs	11931		14,000.00
	PROJECT PARTNERS INC		$	14,000.00
ACH	NATIONAL WATER RESEARCH INSTIT			
	24/25 NWRI Annual Membership Dues	2024-1025		50,000.00
	NATIONAL WATER RESEARCH INSTIT		$	50,000.00
ACH	MPS SECURITY			
	IEUA 24/7 Roving Guard Security Svcs - 5	3801		23,066.00
	CCWRF-Security Services - 6/24	3838		8,457.48
	RP5-Security Svcs - 6/24	3840		8,204.18
	Lobby Officer- Security Svcs - 6/24	3837		4,482.75
	IEUA-Security Svcs - 6/24	3841		21,728.72
	RP1-Security Svcs - 6/24	3842		6,187.71
	RP1 Security Svcs 6/24	3839		8,420.68
	RP1 Security Svcs - 5/24	3802		6,794.51
	RP5 Security Svcs - 5/24	3798		8,416.76
	RP5 Security Svcs 5/24	3800		8,477.43
	RP1 Security Svcs 5/24	3799		8,112.52
	HQA- Security Svcs 5/24	3797		4,902.45
	MPS SECURITY		$	117,251.19
ACH	SCHNEIDER ELECTRIC SYSTEMS USA			
	Dolphin Series pH Sensor	95108338		1,517.32
	SCHNEIDER ELECTRIC SYSTEMS USA		$	1,517.32
ACH	INLAND EMPIRE REGIONAL			
	Biosolids (RP2) 6/1/24-6/30/24	90037883		165,888.75
	INLAND EMPIRE REGIONAL		$	165,888.75
ACH	GOLDEN STATE LABOR COMPLIANCE			
	EN17006 CCWRF Prof. Svcs. 05/24	06.2024.11		1,892.00
	EN17006 CCWRF Prof. Svcs. 06/24	07.2024.10		2,596.00
	EN23111 RP1 Prof. Svcs. 6/24	07.2024.11		1,751.00
	GOLDEN STATE LABOR COMPLIANCE		$	6,239.00
ACH	O S T S INC			
	SB553 Workplace Violence Employee Traini	62919		1,200.00
	O S T S INC		$	1,200.00
ACH	PLUMBERS DEPOT INC			
	Transmitter, Cable , Cover and labor	PD-56395		1,633.80
	PLUMBERS DEPOT INC		$	1,633.80
ACH	SHI INTERNATIONAL CORP			

Check	Payee / Description			Amount
	Data Polling, Centrifuge Module Set Up	B18433544		76,702.12
	SHI INTERNATIONAL CORP		$	76,702.12
ACH	ALLIANT INSURANCE SERVICES INC			
	7/1/24-7/1/25 AMVP-Phys Damage - Renewal	2711566		17,051.00
	7/1/24-7/1/25 ACIP Commercial Crime Rene	2707046		11,224.00
	ALLIANT INSURANCE SERVICES INC		$	28,275.00
ACH	CONSERV CONSTRUCTION INC			
	46-2791 6/24 Small Site WBIC Upgrade Prg	2637		3,915.10
	46-2630 6/24 Large Landscape Retrofit Pg	2636		8,428.00
	46-2872 6/24 Tune-up Program	2638		5,904.50
	CONSERV CONSTRUCTION INC		$	18,247.60
ACH	ATKINSON, ANDELSON, LOYA,			
	Prof. Services - May 2024	716816		27,351.50
	ATKINSON, ANDELSON, LOYA,		$	27,351.50
ACH	DIVERSIFIED THERMAL SERVICES I			
	RP2 6/24 HVAC Maint Contract	S42440		2,541.00
	RP5 6/24 HVAC Maint Contract	S42447		2,541.00
	DIVERSIFIED THERMAL SERVICES I		$	5,082.00
ACH	IEUA EMPLOYEES' ASSOCIATION			
		HR 0129200		12.00
	P/R 14 07/12/2024 Employee Ded	HR 0129300		159.00
	IEUA EMPLOYEES' ASSOCIATION		$	171.00
ACH	IEUA SUPERVISORS UNION ASSOCIA			
	P/R 14 07/12/2024 Employee Ded	HR 0129300		360.00
	IEUA SUPERVISORS UNION ASSOCIA		$	360.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA			
	P/R 14 07/12/2024 Employee Ded	HR 0129300		1,264.10
	IEUA GENERAL EMPLOYEES ASSOCIA		$	1,264.10
ACH	INLAND EMPIRE UNITED WAY			
	P/R 14 07/12/2024 Employee Ded	HR 0129300		21.00
	INLAND EMPIRE UNITED WAY		$	21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS			
	P/R 14 07/12/2024 Employee Ded	HR 0129300		732.00
	IEUA PROFESSIONAL EMPLOYEES AS		$	732.00
ACH	WEX HEALTH INC			
	P/R 14 07/12/2024 Cafeteria Plan	HR 0129300		5,940.82
	WEX HEALTH INC		$	5,940.82

Check	Payee / Description			Amount
ACH	WEX HEALTH INC			
	June 2024 Admin Fees	0001974390-IN		280.25
	WEX HEALTH INC		$	280.25
ACH	CITY EMPLOYEES ASSOCIATES			
	P/R 14 07/12/2024 Employee Ded	HR 0129300		600.00
	CITY EMPLOYEES ASSOCIATES		$	600.00
ACH	HARRINGTON INDUSTRIAL PLASTICS			
	Elbow,Cap,Valve,Tube	012N1478		922.23
	HARRINGTON INDUSTRIAL PLASTICS		$	922.23
ACH	JCI JONES CHEMICALS INC			
	CCWRF- 4,020 Gal HYPOCHLORITE SOLUTION	945243		7,141.53
	RP1- 4,861 Gal HYPOCHLORITE SOLUTION	945225		8,635.57
	RP2- 4,855 Gal HYPOCHLORITE SOLUTION	945107		8,624.91
	RP4- 4,903 Gal HYPOCHLORITE SOLUTION	944961		8,710.18
	RP1- 4,879 Gal HYPOCHLORITE SOLUTION	944955		8,667.55
	RP1- 4,807 Gal HYPOCHLORITE SOLUTION	945226		8,539.64
	CCWRF-4,838 Gal HYPOCHLORITE SOLUTION	945478		8,594.71
	RP1- 4,834 Gal HYPOCHLORITE SOLUTION	945366		8,587.60
	RP5- 4,810 Gal HYPOCHLORITE SOLUTION	945480		8,544.97
	RP1-4,875 Gal HYPOCHLORITE SOLUTION	945473		8,660.44
	RP5- 4,012 Gal HYPOCHLORITE SOLUTION	945244		7,127.32
	JCI JONES CHEMICALS INC		$	91,834.42
ACH	CDM SMITH INC			
	EN17006 CCWRF Prof Svcs 6/9-6/30/24	90209425		19,182.50
	EN22044 Prof Svcs 6/9-6/30/24	90209427		857.65
	CDM SMITH INC		$	20,040.15
ACH	BOOT BARN INC			
	Employee Safety Shoes-Neito,A	INV00376158		210.41
	BOOT BARN INC		$	210.41
ACH	NORSTAR PLUMBING & ENGINEERING			
	EN24064-6/24 Pay Est 2	PE 2-EN24064		59,466.32
	NORSTAR PLUMBING & ENGINEERING		$	59,466.32
ACH	ROBERT HALF MANAGEMENT RESOURC			
	Fong,Katherine K 07/05/2024	63812491		4,800.00
	Fong,Katherine K 05/31/2024	63681294		4,800.00
	Fong,Katherine K 06/07/2024	63702625		6,400.00
	Fong,Katherine K 06/14/2024	63738443		4,800.00
	Go,Cergen 05/31/2024	63662792		735.00
	Honis,Michelle 06/14/2024	63738409		5,200.00
	Fong,Katherine K 06/21/2024	63758997		6,400.00
	Fong,Katherine K 06/28/2024	63779961		6,400.00
	ROBERT HALF MANAGEMENT RESOURC		$	39,535.00
ACH	W M LYLES COMPANY			

Check	Payee / Description			Amount
	EN19006-6/24 Pay Est 44	PE 44-EN19006		1,449,336.81
	EN19001-6/24 Pay Est 44	PE 44-EN19001		908,429.05
	W M LYLES COMPANY		$	2,357,765.86
ACH	MONTE VISTA WATER DISTRICT			
	MWD Pass Thru 2024-AMI Instlltn Prjct,Le	MWD PASS THRU		178,102.20
	MONTE VISTA WATER DISTRICT		$	178,102.20
ACH	RSD			
	Plated Filter	55417112-00		546.53
	RSD		$	546.53
ACH	ALLIANT INSURANCE SERVICES INC			
	7/1/24-7/1/25 Excess Commercial Crime	2745883		15,650.00
	7/1/24-7/1/25 Excess Workers Compensatio	2716319		128,180.00
	ALLIANT INSURANCE SERVICES INC		$	143,830.00
ACH	PEST OPTIONS INC			
	Basins-Service June 2024	447237		10,846.88
	PEST OPTIONS INC		$	10,846.88
ACH	PFM ASSET MANAGEMENT LLC			
	5/24 IEUA INVESTMENT PORTFOLIO	14280162		7,661.36
	PFM ASSET MANAGEMENT LLC		$	7,661.36
ACH	BIG SKY ELECTRIC INC			
	AM23001.01-6/24 Pay Est 1	PE 1-AM23001.		2,850.00
	AM23002.01-6/24 Pay Est 1	PE 1-AM23002.		1,900.00
	BIG SKY ELECTRIC INC		$	4,750.00
ACH	GSE CONSTRUCTION COMPANY INC			
	EN23111-6/24 Pay Est 11	PE 11-EN23111		138,177.50
	GSE CONSTRUCTION COMPANY INC		$	138,177.50
ACH	JEREMY HARRIS CONSTRUCTION, IN			
	San Sevaine 5 basin floor regrading and	3421		53,500.00
	JEREMY HARRIS CONSTRUCTION, IN		$	53,500.00
ACH	GILLIS + PANICHAPAN ARCHITECTS			
	EN20051-Prof. Svcs 6/24	108832J		1,190.00
	EN13016.05-6/24 IEUA-SCADA Migration Svc	108831J		405.00
	EN23100-6/24 HQA&B Storage Rm & Boardrm	108833J		1,335.00
	EN20051-RP1 Opt/Admin Building Impro Svc	108807J		920.00
	EN22027-RP1 Lab Bldg Conv to Collect Dep	108808J		810.00
	EN13016.05-IEUA-SCADA Migration Svcs 5/2	108806J		1,135.00
	EN23100-HQA&B Storage Rm & Boardroom Alt	108809J		2,985.00
	GILLIS + PANICHAPAN ARCHITECTS		$	8,780.00
ACH	KRD MANAGEMENT CONSULTING LLC			

Check	Payee / Description			Amount
	46-2730-4/24 EDG and Templates Updates S	18 4600002730		12,070.00
	46-3175-5/21-6/30 Dvlp CAP SOP Svcs	2 4600003175		3,040.00
	Dup Pymt on Inv 14 - Crd First Pymt Wron	10030-5		4,493.13-
	KRD MANAGEMENT CONSULTING LLC		$	10,616.87
ACH	CDM CONSTRUCTORS INC			
	EN13016.05-3/24 Pay Est 3	PE 3-EN13016.		762,565.00
	CDM CONSTRUCTORS INC		$	762,565.00
ACH	THARSOS INC			
	EN23066-6/24 Pay Est 5	PE 5-EN23066		57,903.45
	THARSOS INC		$	57,903.45
ACH	PILLSBURY WINTHROP SHAW PITTMA			
	05/24 Employee Benefits Advice	8602039		954.00
	PILLSBURY WINTHROP SHAW PITTMA		$	954.00
ACH	SOCIAL AND ENVIRONMENTAL			
	FY 24/25 CaDC Membership & Research Supp	0000218		11,000.00
	SOCIAL AND ENVIRONMENTAL		$	11,000.00
ACH	VITAL RECORDS HOLDINGS LLC			
	6/2024 MONTHLY FEE	4319923		3,486.64
	VITAL RECORDS HOLDINGS LLC		$	3,486.64
ACH	GARNEY PACIFIC INC			
	EN17006-6/24 Pay Est 14	PE 14-EN17006		988,705.99
	GARNEY PACIFIC INC		$	988,705.99
ACH	TITUS WASTEWATER SOLUTIONS INC			
	Water Resistant Manhole	INV10602		22,251.29
	TITUS WASTEWATER SOLUTIONS INC		$	22,251.29
ACH	WWEX FRANCHISE HOLDINGS LLC			
	W/E 7/10/24 Shipment Charges	2407079830		65.80
	W/E 6/19/24 Shipment Charges	2406097476		85.35
	W/E 6/26/24 Shipment Charges	2406137882		619.80
	WWEX FRANCHISE HOLDINGS LLC		$	770.95
ACH	ENERGY EDGE CONSULTING LLC			
	05/24 Monthly Energy Advisory Svcs	2653		3,000.00
	04/24 Monthly Energy Advisory Svcs	2630		3,000.00
	ENERGY EDGE CONSULTING LLC		$	6,000.00
ACH	SO CALIF EDISON			
	Credit-OntLS 3/5-4/3 2525 Riverside Dr	8001610323 3/		52.85-
	OntLS 5/3-6/3 2525 Riverside Dr	8001610323 5/		35.98
	CCWRP/TP/RWPS-5/28-6/25 14950 Telephone	8004814080 6/		91,304.50
	RP5/TP5/HQA/B-5/30-6/27 9 6075 Kimball A	8002326317 6/		229,222.08

Check	Payee / Description			Amount
	CllgHgts/LwrDy/RP3Bsn/TrnrBsn-5/30-6/27	8000022029	6/	595.85
	RP2MntLnchRm-6/1-6/30 16400 El Prado Rd	8000703247	6/	263.84
	OntLS 6/4-7/2 2525 Riverside Dr	8001610323	6/	37.35
	DclzBsn-6/3-7/1 13978 Phila Ave	8002283946	6/	45.03
	RP2MntLnchRm-6/1-6/30 16400 El Prado Rd	8005078295	6/	21,079.41
	RP1StLts-6/1-6/30 34 Phila	8000340637	6/	28.27
	RP1/RP5/8thStBsn 5/31-6/30 8865 Kimball	8003442878	6/	70.68
	CCWRP/TP-5/28-6/25 14950 Telephone Ave	8003543714	6/	49.99
	PrdLS-5/30-6/27 Johnson-Pine	8000032094	6/	96.92
	1630EPmpStn-5/16-6/16 7420 1/2 East	8000414223	6/	40,727.31
	SO CALIF EDISON		$	383,504.36
ACH	SOLAR STAR CALIFORNIA V LLC			
	RP5/TP5/HQA/B-5/1-5/31 6075 Kimball Ave	INV-000503		676.54
	CCWRP/TP/RWPS-5/1-5/31 14950 Telephone A	INV-000504		22,484.44
	SOLAR STAR CALIFORNIA V LLC		$	23,160.98
ACH	FRONTIER COMMUNICATIONS HOLDIN			
	Mntcl Splitter-FIOS 7/1-7/31 909-397-549	9093975499	7/	109.47
	RP2/TP5/TP2-7/1-7/31 909-393-4831	9093934831	7/	223.42
	RP1Mnt-6/28-7/27 773-0130 Alrm	9097730130	7/	67.39
	RP5Dg-7/1-7/31 909-899-0431	9098990431	7/	169.16
	GWR-7/1-7/31 DSL-2662 Walnut	2091682221	7/	84.47
	GWR-6/28-7/27 23 DSL-SB Flood Control	9098858380	7/	247.12
	GWR-6/28-7/27 773-0244	9097730244	7/	435.58
	RP1-7/2-8/1 951-197-1479	9511970046	7/	2,710.00
	FRONTIER COMMUNICATIONS HOLDIN		$	4,046.61
ACH	ROYAL INDUSTRIAL SOLUTIONS			
	THHN-4-YEL-19STR-CU-500R	6441-1123755		2,559.61
	ROYAL INDUSTRIAL SOLUTIONS		$	2,559.61
ACH	SANTA ANA WATERSHED			
	May 2024 Services	10493		94,252.65
	May 2024 NRW Truck Discharge	10487		23,543.36
	SANTA ANA WATERSHED		$	117,796.01
ACH	UNDERGROUND SERVICE ALERT/SC			
	3,098 Tkts Dig Safe Brd. CA Reg. Costs	23-2425821		159.56
	5/24 230 Tkts Dig Safe Brd	520240342		410.75
	UNDERGROUND SERVICE ALERT/SC		$	570.31
ACH	GENESIS CONSTRUCTION			
	EN23123-6/24 Pay Est 4	PE 4-EN23123		134,397.45
	GENESIS CONSTRUCTION		$	134,397.45
ACH	CAROLLO ENGINEERS			
	EN24052 Prof. Svcs. 6/24	FB52820		3,925.55
	EN11039-Prof. Svcs. 6/24	FB52907		10,813.90
	EN20057 Prof. Svcs. 6/24	FB53702		196,594.50
	EN24052 Prof. Svcs. 5/24	FB52057		12,602.72
	EN17110 Prof. Svcs. 6/24	FB52786		1,366.50

Check	Payee / Description			Amount
	EN24052 Prof. Svcs. 6/24	FB52784		6,951.92
	PL21002 Prof. Svcs 5/24	FB52523		4,075.50
	EN24054 Prof. Svcs. 6/24	FB52921		29,664.47
	RW15003.06 Prof. Svcs. 6/24	FB52707		1,301.00
	CAROLLO ENGINEERS		$	267,296.06
ACH	LIEBERT CASSIDY WHITMORE			
	5/24 Legal Svcs	268442		1,251.00
	LIEBERT CASSIDY WHITMORE		$	1,251.00
ACH	PROJECT PARTNERS INC			
	46-2852 6/3-6/28/24 HR Policy Rollout Su	11993		6,875.00
	PROJECT PARTNERS INC		$	6,875.00
ACH	DLT SOLUTIONS			
	Annual Subscription 5/29-05/28/25	SI656434		5,107.96
	DLT SOLUTIONS		$	5,107.96
ACH	JPR SYSTEMS INC			
	Gas Monitor X5000	33816		3,282.93
	Junction Box , Flow Cap	33823		1,147.40
	JPR SYSTEMS INC		$	4,430.33
ACH	NIKI M BECKER			
	Lab T-shirts-Earth Day	1		185.59
	NIKI M BECKER		$	185.59
ACH	WESTERN WATER WORKS SUPPLY CO			
	RP1 Backflow Materials	1147752-00		9,760.75
	WESTERN WATER WORKS SUPPLY CO		$	9,760.75
ACH	GOLDEN STATE LABOR COMPLIANCE			
	EN13016 RP-1 Prof. Svcs. 6/24	07.2024.09		933.00
	EN23111 RP-1 Prof. Svcs. 5/24	06.2024.12		956.00
	EN23121 Prof. Svcs 6/24	06.2024.25		5,050.00
	EN13016 RP-1 Prof. Svcs. 5/24	06.2024.10		933.00
	GOLDEN STATE LABOR COMPLIANCE		$	7,872.00
ACH	PFM FINANCIAL ADVISORS LLC			
	6/24 Financial Advisory Services	131211		5,000.00
	PFM FINANCIAL ADVISORS LLC		$	5,000.00
ACH	PLUMBERS DEPOT INC			
	Cues, Cable. Balance from prev. Inv.	PD-55550		235.29
	PLUMBERS DEPOT INC		$	235.29
ACH	STANTEC CONSULTING INC			
	EN24007 Prof. Serv. 05/24	2245114		22,422.99
	EN17006 Prof. Srvs. 05/04-06/28/24	2253622		209.00

Check	Payee / Description			Amount
	EN23123 Prof. Srvs. 06/24	2253629		8,666.00
	EN23113 Prof. Srvs. 03/02-06/28/24	2253563		1,695.00
	EN23038 Prof. Srvs. 06/24	2253646		1,156.00
	STANTEC CONSULTING INC		$	34,148.99
ACH	SCW CONTRACTING CORPORATION			
	EN24020.03-2/24 Pay Est 1	PE 1-EN24020.		32,870.00
	SCW CONTRACTING CORPORATION		$	32,870.00
ACH	U S BANK			
	*4246 0445 5564 6425 7/24	5564 6425 7/2		245,276.29
	U S BANK		$	245,276.29
ACH	COOPERATIVE PERSONNEL SERVICES			
	Prof. Svcs 03/20-06/01/24	0013709		1,712.50
	COOPERATIVE PERSONNEL SERVICES		$	1,712.50
ACH	JB'S POOLS & PONDS INC			
	6/24 Pond Maint Svcs	2466760600		1,194.85
	JB'S POOLS & PONDS INC		$	1,194.85
ACH	ULINE			
	Pallet cords,Jackets, Adapters, Safety	179179023		1,930.45
	ULINE		$	1,930.45
ACH	BIG SKY ELECTRIC INC			
	EN23124-6/24 Pay Est 3	PE 3-EN23124		11,637.50
	BIG SKY ELECTRIC INC		$	11,637.50
ACH	DOWNS ENERGY			
	849.9 GLS DIESEL	0338235-IN		3,053.81
	DOWNS ENERGY		$	3,053.81
ACH	EPI-USE AMERICA INC			
	46-3405 May/24 Support	263924257		697.50
	EPI-USE AMERICA INC		$	697.50
ACH	FRONTIER TECHNOLOGY, LLC			
	Cisco Catalyst Network Expansion License	2316434		6,873.88
	Cisco Catalyst Network Expansion License	2316188		4,606.59
	FRONTIER TECHNOLOGY, LLC		$	11,480.47
ACH	MNR CONSTRUCTION INC			
	RW15003.06-6/24 Pay Est 29	PE 29-RW15003		164,918.58
	MNR CONSTRUCTION INC		$	164,918.58
ACH	CALIFORNIA WATER TECHNOLOGIES			
	RP1- 41,640 Lbs Ferric Chloride Solution	46485		11,117.19

Check	Payee / Description			Amount
	RP2- 44,680 Lbs Ferric Chloride Solution	46487		11,961.88
	RP1- 43,720 Lbs Ferric Chloride Solution	46486		11,672.52
	CALIFORNIA WATER TECHNOLOGIES		$	34,751.59
ACH	AIR MANAGEMENT INDUSTRIES INC			
	W-Wing Duct Cleaning/Sealing	109997		8,847.27
	Duct Cleaning	109997		8,847.27
	Duct Cleaning	109997		8,847.27-
	AIR MANAGEMENT INDUSTRIES INC		$	8,847.27
ACH	MOSS ADAMS LLP			
	5/24 Prof Svcs-2024 Strategic Plan Devel	102610779		8,514.56
	MOSS ADAMS LLP		$	8,514.56
ACH	PACIFIC COURIERS INC			
	5/24 Lab Courier Svcs Daily Routes	24-05-2006		4,161.30
	6/24 Brd Pkg Courier Srvs	24-06-2007		2,983.00
	PACIFIC COURIERS INC		$	7,144.30
ACH	WALLACE & ASSOCIATES CONSULTIN			
	46-2853 Prof. Servs. 05/06-06/02/24	24943		44,407.50
	WALLACE & ASSOCIATES CONSULTIN		$	44,407.50
ACH	PRIORITY BUILDING SERVICES LLC			
	All Locations-6/24 Junitorial Services	93139		21,488.94
	All Locations 5/24 Junitorial Servs.	92539		20,389.06
	PRIORITY BUILDING SERVICES LLC		$	41,878.00
ACH	MWH CONSTRUCTORS INC			
	EN19001/EN19006-4/1-5/31/24 Office Eng S	24-30505777.1		3,119.38
	MWH CONSTRUCTORS INC		$	3,119.38
ACH	YORKE ENGINEERING LLC			
	2024 RP-1 SPCC Update April-May 2024	39038		2,509.12
	Air Quality, Environmental & Safety Svcs	39039		8,800.00
	YORKE ENGINEERING LLC		$	11,309.12
ACH	CSI SERVICES INC			
	EN23111 Prof .Servs 04/29-05/26	15799		3,816.00
	EN17042 Prof. Svcs 4/29/24-5/26/24	15779		16,785.00
	CSI SERVICES INC		$	20,601.00
ACH	DORGAN LEGAL SERVICES LLP			
	7/24 Prof. Svcs	800		36,825.52
	DORGAN LEGAL SERVICES LLP		$	36,825.52
ACH	CDM CONSTRUCTORS INC			
	EN13016.05-6/24 Pay Est 4	PE 4-EN13016.		258,495.00

Check	Payee / Description			Amount
		CDM CONSTRUCTORS INC	$	258,495.00
ACH	MEANS CONSULTING LLC			
	05/24 Prof Svcs - Prop 1 Support	1E-5670		4,631.25
		MEANS CONSULTING LLC	$	4,631.25
ACH	REDWOOD ENERGY STORAGE LLC			
	5/24 Monthly Management Services-RP1/RP5	1047		10,458.33
		REDWOOD ENERGY STORAGE LLC	$	10,458.33
ACH	REDWOOD ENERGY STORAGE II LLC			
	5/24 RP4/IERCF Energy Storage System Mgm	2047		27,708.33
		REDWOOD ENERGY STORAGE II LLC	$	27,708.33
ACH	CAPO PROJECTS GROUP LLC			
	46-2731 Prof. Svcs. 2/24	8190		36,269.81
	EN11039 Prof. Svcs. 5/24	8535		167.00
	EN17006 Prof. Srvs. 6/24	8629		334.00
	EN11039 Prof. Svcs. 6/24	8628		334.00
		CAPO PROJECTS GROUP LLC	$	37,104.81
ACH	BUCKNAM INFRASTRUCTURE GROUP I			
	EN23102 Prof. Svcs. 5/24	358-09.06		3,087.00
		BUCKNAM INFRASTRUCTURE GROUP I	$	3,087.00
ACH	SMARTCOVER SYSTEMS			
	Field Service 2/24	32475		3,597.59
	Field Service Labor 6/24	32476		1,568.00
		SMARTCOVER SYSTEMS	$	5,165.59
ACH	G/M BUSINESS INTERIORS			
	PANELS, STORAGE & WORK SURFACES	P183092-IN		39,501.12
	TABLES, CHAIRS AND CASEWORKS	P182724-IN		29,129.68
	KNOLL OFFICE FURNITURE	P183339-IN		4,439.20
		G/M BUSINESS INTERIORS	$	73,070.00
ACH	WSP USA ENVIRONMENT &			
	46-2855 02/03-05/03/24 Prof Svcs	40030100		24,150.00
	EN22044 04/27-05/31/24 Prof Svcs	40047053		17,577.00
	46-2855 12/30/23-02/02/24 Prof Svcs	S49836081		25,392.00
	EN22044 02/03-04/26/24 Prof Svcs	40030107		65,208.50
	46-2855 12/30-02/02/24 Prof Svcs	S49836082		25,392.00
	46-2855 05/04-05/31/24 Prof Svcs	40047071		12,104.00
	46-2855 02/03-05/08/24 Prof Svcs	40030113		25,530.00
		WSP USA ENVIRONMENT &	$	195,353.50
ACH	STAPLES CONTRACT & COMMERCIAL			
	PERRIER .5L SPARKLING WATER	7001110292		41.99
		STAPLES CONTRACT & COMMERCIAL	$	41.99

Check	Payee / Description			Amount
ACH	INLAND EMPIRE WINDUSTRIAL CO			
	Valves , Bushing	054113 01		784.35
	Adapters,Hoses,Bush, Valves, Bolt Kit, S	054306 01		347.17
	Hoses, Adapters, Nipple	054566 01		1,049.74
	Bell Reducer	054567 02		59.48
	Pipe, Union	054877 01		234.18
	Pipes	055039 01		1,333.62
	Plate ,Tube, Angle	054246 01		561.48
	Adapter, Nipple, Bush, Tubing, Valve	054567 01		671.80
	FLANGED	054188 01		231.07
	Spring Nut	054113 02		109.84
			- - - - - - - -	
	INLAND EMPIRE WINDUSTRIAL CO		$	5,382.73
ACH	RINCON CONSULTANTS INC			
	4/24 ZEV Study Prof Svcs	56792		1,504.91
			- - - - - - - -	
	RINCON CONSULTANTS INC		$	1,504.91
ACH	FRESNO FIRST BANK			
	EN19001-6/24 Pay Est 44	PE 44-EN19001		47,812.06
	EN19006-6/24 Pay Est 44	PE 44-EN19006		76,280.88
			- - - - - - - -	
	FRESNO FIRST BANK		$	124,092.94
ACH	INNOVATIVE CONSTRUCTION SOLUTI			
	EN11039-6/24 Pay Est 24	PE 24-EN11039		126,975.43
	EN17042-6/24 Pay Est 9	PE 9-EN17042		408,412.34
			- - - - - - - -	
	INNOVATIVE CONSTRUCTION SOLUTI		$	535,387.77
ACH	DENALI WATER SOLUTIONS LLC			
	RP1 Transport - Biosolids 4/24	INV821746		328.45
	RP1 Transport - Biosolids 5/24	INV831469		23,805.64
	RP2 Transport - Biosolids 6/24	INV855241		21,457.90
			- - - - - - - -	
	DENALI WATER SOLUTIONS LLC		$	45,591.99
ACH	ON CALL MECHANICAL SERVICES IN			
	Veh. 1301 Parts and Service 6/18/24	6053		1,656.81
			- - - - - - - -	
	ON CALL MECHANICAL SERVICES IN		$	1,656.81
ACH	FISHER ROSEMOUNT SYSTEMS INC			
	Controller,Mounting Bracket	30753754		1,439.58
			- - - - - - - -	
	FISHER ROSEMOUNT SYSTEMS INC		$	1,439.58
ACH	BANNER BANK			
	RW15003.06-6/24 PayEst 29	PE 29-RW15003		8,679.92
			- - - - - - - -	
	BANNER BANK		$	8,679.92
ACH	ARELLANO ASSOCIATES LLC			
	46-3478 Prof. Svcs 06/24	21330		2,442.01
	46-3478 Prof. Svcs 05/24	21291		829.12
			- - - - - - - -	
	ARELLANO ASSOCIATES LLC		$	3,271.13

Check	Payee / Description			Amount
ACH	YELLOW JACKET DRILLING SERVICE			
	PL19005.01-6/24 Pay Est 3	PE 3-PL19005.		430,825.00
	YELLOW JACKET DRILLING SERVICE		$	430,825.00
ACH	WESTERN ALLIED CORPORATION			
	2024 Chiller Maintenance - QTY 2	914012		5,467.00
	WESTERN ALLIED CORPORATION		$	5,467.00
ACH	HYDROGEOPHYSICS INC			
	Electrode Array Cable Build	PSI002099		1,984.99
	HYDROGEOPHYSICS INC		$	1,984.99
ACH	CONTINUANT INC			
	6/24 Continuant Managed Services	INV/2024/2158		864.50
	Monthly Services 5/24	8161		2,100.18
	CONTINUANT INC		$	2,964.68
ACH	LEONARD RICE CONSULTING WATER			
	6/24 Prof. Svcs-Well Rehabilitation	26820		8,120.00
	LEONARD RICE CONSULTING WATER		$	8,120.00
ACH	MACKONE DEVELOPMENT INC.			
	EN24030-6/24 Pay Est 1	PE 1-EN24030		19,727.77
	MACKONE DEVELOPMENT INC.		$	19,727.77
ACH	SO CALIF EDISON			
	RP1-6/1-6/30 2450 Phila St	8000389509 6/		112.98
	RP1-5/6-6/4 2450 Phila St	8000032453 5/		203,131.86
	SO CALIF EDISON		$	203,244.84
ACH	BROWN AND CALDWELL			
	PL19005- 06/01-06/30 Prof Svcs	12527351		207,855.17
	BROWN AND CALDWELL		$	207,855.17
ACH	FISHER SCIENTIFIC			
	GLS FIBR FLTRS,NITRIC ACID , GLOVES,GLAS	3687215		9,673.75
	SYR FLT,NITROGEN,GLS FILT,BROKEN GLASS F	2992628		1,915.62
	PLATE,FILTER CAPS, VIALS	3105922		1,460.01
	FISHER SCIENTIFIC		$	13,049.38
ACH	ROYAL INDUSTRIAL SOLUTIONS			
	FRM5 HTSINK FAN	6441-1117404		1,046.56
	ROYAL INDUSTRIAL SOLUTIONS		$	1,046.56
ACH	APPLEONE EMPLOYMENT SERVICES			
	Aviles,Ferraro,Gibson WE 6/1/24	01-6889354		4,906.86
	Espinoza, Gibson WE 6/15/24	01-6898714		3,271.04
	APPLEONE EMPLOYMENT SERVICES		$	8,177.90

Check	Payee / Description			Amount
ACH	MOODY'S INVESTORS SERVICE			
	Local Governments, Annual Fee 1/23-12/31	P0425902		5,000.00
	MOODY'S INVESTORS SERVICE		$	5,000.00
ACH	CDM SMITH INC			
	PL23004 Prof Svc's 6/2/24-7/6/24	90209974		8,585.07
	CDM SMITH INC		$	8,585.07
ACH	MISCO WATER			
	CLEANING BALLS, CELL	35311B23664A		922.49
	Filter Fleece	31447B23592		209.54
	MISCO WATER		$	1,132.03
ACH	CHINO BASIN WATERMASTER			
	5/24 50% SalinityMgmt/&Watermaster = 50%	2024-05-B		127.25
	5/24 50% Cost Sharing-Prado Basin Habita	2024-05-A		11,529.54
	6/24 50% Chino Creek-Cost Share Mntrng W	2024-06-C		3,494.63
	6/24 50% Cost Sharing-Prado Basin Habita	2024-06-A		16,663.57
	5/24 Chino Creek-50% Cost Share Mntrng W	2024-05-C		10,020.00
	6/24 50% SalinityMgmt/&Watermaster = 50%	2024-06-B		267.75
	CHINO BASIN WATERMASTER		$	42,102.74
ACH	BLACK & VEATCH			
	46-3437 Prof. Svcs. thru 07/05/24	6713533		25,650.00
	BLACK & VEATCH		$	25,650.00
ACH	TOM DODSON & ASSOCIATES			
	May 2024 CE Pkg and CEQA Support	1E-386-1		1,050.00
	5/2-6/06 CEQA Support	1E-368-6		577.50
	May 2024 CEQA Support	1E-385-1		1,250.00
	May 2024 CEQA Support	1E-375-8		462.40
	MAY 2024 CEQA Support	1E353 24-3		13,570.00
	5/22-6/05 2024 CEQA Support	1E-381-2		2,647.50
	TOM DODSON & ASSOCIATES		$	19,557.40
ACH	LIEBERT CASSIDY WHITMORE			
	6/24 Legal Svcs	270609		71.00
	LIEBERT CASSIDY WHITMORE		$	71.00
ACH	SHI INTERNATIONAL CORP			
	Microsoft 365 and Windows 5/15/24-6/14/2	B18459210		25,209.47
	SHI INTERNATIONAL CORP		$	25,209.47
ACH	SWRCB ACCOUNTING OFFICE			
	SRF RPYMT #4A C-06-8235-110 PRINC/INTERE	8235-110-A-24		136,063.01
	SRF RPYMT #4B C-06-8235-110 PRINC/INTERE	8235-110-B-24		73,022.31
	SWRCB ACCOUNTING OFFICE		$	209,085.32
ACH	INSIDE PLANTS INC			

Check	Payee / Description			Amount
	HQ, Lab, HR Plant Maintenance 7/24	100288		847.00
	INSIDE PLANTS INC		$	847.00
ACH	PEST OPTIONS INC			
	Agency-Wide Weed Control June 2024	447098		4,895.36
	PEST OPTIONS INC		$	4,895.36
ACH	IDS GROUP INC			
	EN23003 4/01-04/25/24 Prof. Svcs	23X021.00-6		6,629.00
	IDS GROUP INC		$	6,629.00
ACH	PFM ASSET MANAGEMENT LLC			
	6/24 IEUA INVESTMENT PORTFOLIO	14318796		7,422.65
	PFM ASSET MANAGEMENT LLC		$	7,422.65
ACH	COOPERATIVE PERSONNEL SERVICES			
	Prof. Svcs 06/02-06/29/24	0013713		3,250.00
	Prof. Svcs 06/02-06/29/24	0013715		2,600.00
	Prof. Svcs 04/28-06/01/24	0013420		975.00
	COOPERATIVE PERSONNEL SERVICES		$	6,825.00
ACH	MAUREEN ERBEZNIK AND ASSOCIATE			
	Turf Turnkey Transformation Project	IEUA_TTTP_3		14,125.00
	Framework Readiness Asment and Enhanceme	IEUA_WUO_2		30,000.00
	MAUREEN ERBEZNIK AND ASSOCIATE		$	44,125.00
ACH	DAVID WHEELER'S PEST CONTROL I			
	HQA-B-Lab 06/20/24 GOPHER TREATMENT	73165		345.00
	HQA-B-6/26-Multi Location Srvcs	72872		524.00
	HQA-B-6/26 Multi-location Services	72851		524.00
	DAVID WHEELER'S PEST CONTROL I		$	1,393.00
ACH	UPS PROTECTION INC			
	APC Battery and Installation	2406042		1,016.10
	UPS PROTECTION INC		$	1,016.10
ACH	GHD INC			
	EN23004 Prof. Srvs. 6/24	380-0053943		12,159.51
	EN17042 Prof. Svcs. 6/24	380-0053113		17,870.38
	EN23124 Prof. Srvs. 6/24	380-0053048		599.99
	EN21053 Prof. Srvs. 6/24	380-0053923		16,976.82
	46-2557 Prof. Srvs. 6/24	380-0053595		6,052.81
	EN24020 Prof. Svcs. 5/24	380-0053961		18,062.21
	EN19025 Prof. Svcs. 6/24	380-0054031		4,457.72
	GHD INC		$	76,179.44
ACH	EUROFINS EATON ANALYTICAL LLC			
	6/25 Acetates Sample Analysis	3800056494		550.00
	6/12 Acetates Sample Analysis	3800055274		550.00
	5/9 Dioxins Sample Analysis	3800055389		1,500.00

Check	Payee / Description			Amount
	4/11 Dioxins Sample Analysis	3800052635		2,000.00
	4/11 Dioxins Sample Analysis	3800052621		500.00
	5/9 Dioxins Sample Analysis	3800055388		500.00
	EUROFINS EATON ANALYTICAL LLC		$	5,600.00
ACH	CALIFORNIA WATER TECHNOLOGIES			
	PhilLS- 44,760 Lbs Ferric Chloride Solut	46537		11,719.25
	PhilLS- 42,160 Lbs Ferric Chloride Solut	46536		11,283.21
	CALIFORNIA WATER TECHNOLOGIES		$	23,002.46
ACH	SUPERIOR ELECTRIC MOTOR SERVIC			
	RP1-WEG Motor Repair	136845		1,448.41
	SUPERIOR ELECTRIC MOTOR SERVIC		$	1,448.41
ACH	MANAGED MOBILE INC			
	VEH 2001 Power Steering Pump	370925		2,188.58
	MANAGED MOBILE INC		$	2,188.58
ACH	MICHAEL BAKER INTERNATIONAL IN			
	EN24059 Prof. Services 4/01-4/28/24	1212849		14,971.00
	EN24052 Prof. Services 4/29-6/02/24	1215906		10,110.80
	MICHAEL BAKER INTERNATIONAL IN		$	25,081.80
ACH	SHAW HR CONSULTING INC			
	Prof. Svcs 05/28-06/25/24	011690		660.00
	SHAW HR CONSULTING INC		$	660.00
ACH	VIDEO SERVICES			
	EN11039 RP1 Pump Training 5/24	00261		1,615.00
	VIDEO SERVICES		$	1,615.00
ACH	CAPO PROJECTS GROUP LLC			
	EN13016 Prof. Srvs. 6/24	8630		668.00
	CAPO PROJECTS GROUP LLC		$	668.00
ACH	STAPLES CONTRACT & COMMERCIAL			
	Pencils	7001110292		22.92
	STAPLES CONTRACT & COMMERCIAL		$	22.92
ACH	RADAR ENVIRONMENTAL INC			
	05/24 Monthly Site Survey	2696		2,551.14
	06/24 Monthly Site Survey	2754		4,272.45
	RADAR ENVIRONMENTAL INC		$	6,823.59
ACH	LOGO JOE'S INC			
	Nike Dri-FIT VerticalMesh Polos	40483		1,160.86
	LOGO JOE'S INC		$	1,160.86

Check	Payee / Description			Amount
ACH	CIPO CLOUD SOFTWARE INC			
	46-2803 Data Migration	INV-001606		10,500.00
	CIPO CLOUD SOFTWARE INC		$	10,500.00
ACH	ACCUSOURCE HR INC			
	06/24 Pre-Employment Bkg Check	117328		2,203.73
	ACCUSOURCE HR INC		$	2,203.73
ACH	MCCARRON & COMPANY			
	Prof Services 5/24	2445		1,050.00
	MCCARRON & COMPANY		$	1,050.00
ACH	WWEX FRANCHISE HOLDINGS LLC			
	W/E 6/12/24 Shipment Charges	2406082200		103.39
	WWEX FRANCHISE HOLDINGS LLC		$	103.39
ACH	SHEFFIELD SCIENTIFIC LLC			
	5/24 Security Consultant Svcs	SS006307		2,300.00
	6/24 Security Consultant Svcs	SS006348		1,480.00
	SHEFFIELD SCIENTIFIC LLC		$	3,780.00
ACH	ULTRA ENGINEERING CONTRACTORS			
	EN23123 5/10/24 Excavation Svcs	5741		10,177.00
	ULTRA ENGINEERING CONTRACTORS		$	10,177.00
ACH	RUTH VILLALOBOS & ASSOCIATES			
	EN19001 RP2 Support - 10/19/23-5/31/24	1596		7,205.00
	RUTH VILLALOBOS & ASSOCIATES		$	7,205.00
ACH	SO CALIF GAS			
	RP1-6/1-7/1 2450 Phila St	5300510 6/24		135.31
	RP2Dg-6/1-7/1 16400 El Prado Rd	14944655 6/24		250.70
	SO CALIF GAS		$	386.01
ACH	SOLAR STAR CALIFORNIA V LLC			
	RP1-5/1-5/31/24 2450 Phila St. Area 4	INV-000502		23,306.59
	SOLAR STAR CALIFORNIA V LLC		$	23,306.59
ACH	FOUNDATION HA ENERGY GENERATIO			
	RP4/RWPS-6/1-6/30 2811 6th St-Wind Power	3867		3,255.94
	FOUNDATION HA ENERGY GENERATIO		$	3,255.94
ACH	LEVEL 3 COMMUNICATIONS LLC			
	7/24 993-1600	696200406		12,457.16
	LEVEL 3 COMMUNICATIONS LLC		$	12,457.16
ACH	FRONTIER COMMUNICATIONS HOLDIN			
	MntclLS- 7/7-8/6 986-4373	9099864373 7/		43.92

Check	Payee / Description			Amount
	RP5Dg-7/7-8/6 548-2883	9095482883 7/		507.45
	MWDTRN-6/2-7/1 987-1365 GWR 10498 Banyan	9099871365 6/		70.88
	7/7-8/6 597-8043	9095978043 7/		780.74
	IS-7/4-8/3 DSL-6075 Kimball Ave	2131696528 7/		118.47
	PhilLS-7/4-8/3 947-3312	9099473312 7/		43.92
	PrdDchl- 7/7-8/6 393-7323	9093937323 7/		106.94
	IS-7/4-8/3 FIOS-IEUA Trailer	3231611510 7/		194.89
	PhilLS-7/4-8/3 041-8147 Tlmtry	2130418147 7/		141.44
	HQA&B-7/4-8/3 597-8702 Fx Tlphn	9095978702 7/		177.57
	RP1Mnt-7/4-8/3 673-0902 Fx Tlphn	9096730902 7/		109.04
	HQ-7/4-8/3 FIOS Internet	2131572849 7/		334.47
	7/7-8/6 393-4827	9093934827 7/		669.97
	GWR- 7/7-8/6 FIOS-CBWCD	2091820808 7/		136.56
	RP1-7/1-7/31 947-1847	9099471847 7/		965.90
			- - - - - - - -	
	FRONTIER COMMUNICATIONS HOLDIN		$	4,402.16
ACH	HALL, JASMIN			
	ROUNDTRIP Hall - IEUA 6/17-6/19	MILEAGE 06/05		75.71
			- - - - - - - -	
	HALL, JASMIN		$	75.71
ACH	GARCIA JR., PEDRO			
	Round Trip to IEUA 7/19	MILEAGE 7/24		29.48
			- - - - - - - -	
	GARCIA JR., PEDRO		$	29.48
ACH	BREIG, ANNA			
	Reim Monthly Health Prem	HEALTH PREM		167.79
			- - - - - - - -	
	BREIG, ANNA		$	167.79
ACH	NOWAK, THEO T			
	Reim Monthly Health Prem	HEALTH PREM		479.86
			- - - - - - - -	
	NOWAK, THEO T		$	479.86
ACH	DYKSTRA, BETTY			
	Reim Monthly Health Prem	HEALTH PREM		167.79
			- - - - - - - -	
	DYKSTRA, BETTY		$	167.79
ACH	MUELLER, CAROLYN			
	Reim Monthly Health Prem	HEALTH PREM		167.79
			- - - - - - - -	
	MUELLER, CAROLYN		$	167.79
ACH	CANADA, ANGELA			
	Reim Monthly Health Prem	HEALTH PREM		167.79
			- - - - - - - -	
	CANADA, ANGELA		$	167.79
ACH	DELGADO-ORAMAS JR, JOSE			
	Reim Monthly Health Prem	HEALTH PREM		324.79
			- - - - - - - -	
	DELGADO-ORAMAS JR, JOSE		$	324.79
ACH	GRANGER, BRANDON			
	Reim Monthly Health Prem	HEALTH PREM		159.22

Check	Payee / Description			Amount
				- - - - - - -
		GRANGER, BRANDON	$	159.22
ACH	WEBB, DANNY C			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		WEBB, DANNY C	$	157.00
ACH	HUMPHREYS, DEBORAH E			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - -
		HUMPHREYS, DEBORAH E	$	162.40
ACH	MOUAT, FREDERICK W			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - -
		MOUAT, FREDERICK W	$	162.40
ACH	MORGAN, GARTH R			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		MORGAN, GARTH R	$	157.00
ACH	ALLINGHAM, JACK			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - -
		ALLINGHAM, JACK	$	5.40
ACH	MAZUR, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		673.10
				- - - - - - -
		MAZUR, JOHN	$	673.10
ACH	HAMILTON, MARIA			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		HAMILTON, MARIA	$	157.00
ACH	FISHER, JAY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		FISHER, JAY	$	157.00
ACH	KING, PATRICK			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - -
		KING, PATRICK	$	5.40
ACH	DIETZ, JUDY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		DIETZ, JUDY	$	157.00
ACH	MONZAVI, TAGHI			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - -
		MONZAVI, TAGHI	$	5.40
ACH	PETERSEN, KENNETH			

Check	Payee / Description			Amount
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
	PETERSEN, KENNETH		$	167.79
ACH	TRAUTERMAN, HELEN			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
	TRAUTERMAN, HELEN		$	167.79
ACH	TIEGS, KATHLEEN			
	Reim Monthly Health Prem	HEALTH PREM		492.58
				- - - - - - - -
	TIEGS, KATHLEEN		$	492.58
ACH	DIGGS, GEORGE			
	Reim Monthly Health Prem	HEALTH PREM		509.51
				- - - - - - - -
	DIGGS, GEORGE		$	509.51
ACH	RODRIGUEZ, LOUIS			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
	RODRIGUEZ, LOUIS		$	162.40
ACH	VARBEL, VAN			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
	VARBEL, VAN		$	324.79
ACH	CLIFTON, NEIL			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
	CLIFTON, NEIL		$	324.79
ACH	WELLMAN, JOHN THOMAS			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
	WELLMAN, JOHN THOMAS		$	324.79
ACH	CORLEY, WILLIAM			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
	CORLEY, WILLIAM		$	324.79
ACH	CALLAHAN, CHARLES			
	Reim Monthly Health Prem	HEALTH PREM		2.22
				- - - - - - - -
	CALLAHAN, CHARLES		$	2.22
ACH	LESNIAKOWSKI, NORBERT			
	Reim Monthly Health Prem	HEALTH PREM		161.43
				- - - - - - - -
	LESNIAKOWSKI, NORBERT		$	161.43
ACH	VER STEEG, ALLEN J			
	Reim Monthly Health Prem	HEALTH PREM		159.22
				- - - - - - - -
	VER STEEG, ALLEN J		$	159.22

Check	Payee / Description			Amount
ACH	HACKNEY, GARY			
	Reim Monthly Health Prem	HEALTH PREM		324.79
	HACKNEY, GARY		$	324.79
ACH	TOL, HAROLD			
	Reim Monthly Health Prem	HEALTH PREM		161.43
	TOL, HAROLD		$	161.43
ACH	BANKSTON, GARY			
	Reim Monthly Health Prem	HEALTH PREM		167.79
	BANKSTON, GARY		$	167.79
ACH	ATWATER, RICHARD			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	ATWATER, RICHARD		$	157.00
ACH	CARAZA, TERESA			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	CARAZA, TERESA		$	5.40
ACH	ANDERSON, JOHN L			
	Reim Monthly Health Prem	HEALTH PREM		492.58
	ANDERSON, JOHN L		$	492.58
ACH	SANTA CRUZ, JACQUELYN			
	Reim Monthly Health Prem	HEALTH PREM		854.73
	SANTA CRUZ, JACQUELYN		$	854.73
ACH	HECK, ROSELYN			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	HECK, ROSELYN		$	5.40
ACH	SOPICKI, LEO			
	Reim Monthly Health Prem	HEALTH PREM		318.43
	SOPICKI, LEO		$	318.43
ACH	GOSE, ROSEMARY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	GOSE, ROSEMARY		$	157.00
ACH	KEHL, BARRETT			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	KEHL, BARRETT		$	157.00
ACH	RITCHIE, JANN			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	RITCHIE, JANN		$	157.00

Check	Payee / Description			Amount
ACH	LONG, ROCKWELL DEE			
	Reim Monthly Health Prem	HEALTH PREM		438.10
				- - - - - - - -
		LONG, ROCKWELL DEE	$	438.10
ACH	FATTAHI, MIR			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		FATTAHI, MIR	$	157.00
ACH	VERGARA, FLORENTINO			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
		VERGARA, FLORENTINO	$	324.79
ACH	WALL, DAVID			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
		WALL, DAVID	$	162.40
ACH	CHUNG, MICHAEL			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
		CHUNG, MICHAEL	$	162.40
ACH	ADAMS, PAMELA			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		ADAMS, PAMELA	$	5.40
ACH	BLASINGAME, MARY			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
		BLASINGAME, MARY	$	167.79
ACH	ANDERSON, KENNETH			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
		ANDERSON, KENNETH	$	162.40
ACH	MOE, JAMES			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		MOE, JAMES	$	5.40
ACH	POLACEK, KEVIN			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
		POLACEK, KEVIN	$	324.79
ACH	ELROD, SONDRA			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
		ELROD, SONDRA	$	162.40
ACH	FRAZIER, JACK			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -

Check	Payee / Description			Amount
		FRAZIER, JACK	$	5.40
ACH	HOAK, JAMES			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		HOAK, JAMES	$	157.00
ACH	DEZHAM, PARIVASH			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		DEZHAM, PARIVASH	$	5.40
ACH	CLEVELAND, JAMES			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		CLEVELAND, JAMES	$	157.00
ACH	LANGNER, CAMERON			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
		LANGNER, CAMERON	$	167.79
ACH	HAMILTON, LEANNE			
	Reim Monthly Health Prem	HEALTH PREM		2.22
				- - - - - - - -
		HAMILTON, LEANNE	$	2.22
ACH	HOOSHMAND, RAY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		HOOSHMAND, RAY	$	157.00
ACH	POOLE, PHILLIP			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		POOLE, PHILLIP	$	5.40
ACH	ADAMS, BARBARA			
	Reim Monthly Health Prem	HEALTH PREM		159.22
				- - - - - - - -
		ADAMS, BARBARA	$	159.22
ACH	RUESCH, GENECE			
	Reim Monthly Health Prem	HEALTH PREM		2.22
				- - - - - - - -
		RUESCH, GENECE	$	2.22
ACH	VANDERPOOL, LARRY			
	Reim Monthly Health Prem	HEALTH PREM		161.43
				- - - - - - - -
		VANDERPOOL, LARRY	$	161.43
ACH	AMBROSE, JEFFREY			
	Reim Monthly Health Prem	HEALTH PREM		324.79
				- - - - - - - -
		AMBROSE, JEFFREY	$	324.79
ACH	MERRILL, DIANE			
	Reim Monthly Health Prem	HEALTH PREM		656.23

Check	Payee / Description			Amount
				- - - - - - - -
		MERRILL, DIANE	$	656.23
ACH	HOUSER, RODERICK A			
	Reim Monthly Health Prem	HEALTH PREM		815.44
				- - - - - - - -
		HOUSER, RODERICK A	$	815.44
ACH	RUSSO, VICKI			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		RUSSO, VICKI	$	5.40
ACH	HUSS, KERRY			
	Reim Monthly Health Prem	HEALTH PREM		658.44
				- - - - - - - -
		HUSS, KERRY	$	658.44
ACH	BINGHAM, GREGG			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
		BINGHAM, GREGG	$	167.79
ACH	CHARLES, DAVID			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		CHARLES, DAVID	$	157.00
ACH	ALVARADO, ROSEMARY			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
		ALVARADO, ROSEMARY	$	167.79
ACH	BARELA, GEORGE			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
		BARELA, GEORGE	$	157.00
ACH	FETZER, ROBERT			
	Reim Monthly Health Prem	HEALTH PREM		865.41
				- - - - - - - -
		FETZER, ROBERT	$	865.41
ACH	SPAETH, ERIC			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
		SPAETH, ERIC	$	5.40
ACH	ROOS, JAMES			
	Reim Monthly Health Prem	HEALTH PREM		438.10
				- - - - - - - -
		ROOS, JAMES	$	438.10
ACH	MULLANEY, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		432.71
				- - - - - - - -
		MULLANEY, JOHN	$	432.71
ACH	PACE, BRIAN			

Check	Payee / Description			Amount
	Reim Monthly Health Prem	HEALTH PREM		499.23
				- - - - - - - -
	PACE, BRIAN		$	499.23
ACH	KING, JOSEPH			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
	KING, JOSEPH		$	157.00
ACH	VILLALOBOS, HECTOR			
	Reim Monthly Health Prem	HEALTH PREM		275.71
				- - - - - - - -
	VILLALOBOS, HECTOR		$	275.71
ACH	BAXTER, KATHLEEN			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
	BAXTER, KATHLEEN		$	5.40
ACH	PENMAN, DAVID			
	Reim Monthly Health Prem	HEALTH PREM		697.71
				- - - - - - - -
	PENMAN, DAVID		$	697.71
ACH	ANGIER, RICHARD			
	Reim Monthly Health Prem	HEALTH PREM		697.41
				- - - - - - - -
	ANGIER, RICHARD		$	697.41
ACH	MERRILL, DEBORAH			
	Reim Monthly Health Prem	HEALTH PREM		167.80
				- - - - - - - -
	MERRILL, DEBORAH		$	167.80
ACH	O'DEA, KRISTINE			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
	O'DEA, KRISTINE		$	162.40
ACH	OAKDEN, LISA			
	Reim Monthly Health Prem	HEALTH PREM		865.41
				- - - - - - - -
	OAKDEN, LISA		$	865.41
ACH	LAUGHLIN, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
	LAUGHLIN, JOHN		$	157.00
ACH	HUGHBANKS, ROGER			
	Reim Monthly Health Prem	HEALTH PREM		275.71
				- - - - - - - -
	HUGHBANKS, ROGER		$	275.71
ACH	SPENDLOVE, DANNY			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
	SPENDLOVE, DANNY		$	162.40

Check	Payee / Description			Amount
ACH	HOULIHAN, JESSE			
	Reim Monthly Health Prem	HEALTH PREM		438.10
	HOULIHAN, JESSE		$	438.10
ACH	WARMAN, EVELYN			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	WARMAN, EVELYN		$	5.40
ACH	HERNANDEZ, DELIA			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	HERNANDEZ, DELIA		$	275.71
ACH	GUARDIANO, GARY			
	Reim Monthly Health Prem	HEALTH PREM		162.40
	GUARDIANO, GARY		$	162.40
ACH	POMERLEAU, THOMAS			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	POMERLEAU, THOMAS		$	5.40
ACH	BARRER, SATURNINO			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	BARRER, SATURNINO		$	432.71
ACH	LACEY, STEVEN			
	Reim Monthly Health Prem	HEALTH PREM		968.04
	LACEY, STEVEN		$	968.04
ACH	MILLS, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	MILLS, JOHN		$	5.40
ACH	REED, RANDALL			
	Reim Monthly Health Prem	HEALTH PREM		865.41
	REED, RANDALL		$	865.41
ACH	RAMIREZ, REBECCA			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	RAMIREZ, REBECCA		$	432.71
ACH	RAZAK, HALLA			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	RAZAK, HALLA		$	157.00
ACH	OSBORN, CINDY L			
	Reim Monthly Health Prem	HEALTH PREM		162.40
	OSBORN, CINDY L		$	162.40

Check	Payee / Description			Amount
ACH	FESTA, GARY			
	Reim Monthly Health Prem	HEALTH PREM		656.23
				- - - - - - - -
	FESTA, GARY		$	656.23
ACH	MENDEZ, DAVID G			
	Reim Monthly Health Prem	HEALTH PREM		5.40
				- - - - - - - -
	MENDEZ, DAVID G		$	5.40
ACH	DELGADO, FLOR MARIA			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
	DELGADO, FLOR MARIA		$	157.00
ACH	GROENVELD, NELLETJE			
	Reim Monthly Health Prem	HEALTH PREM		275.71
				- - - - - - - -
	GROENVELD, NELLETJE		$	275.71
ACH	BATONGMALAQUE, CHARLIE L			
	Reim Monthly Health Prem	HEALTH PREM		427.42
				- - - - - - - -
	BATONGMALAQUE, CHARLIE L		$	427.42
ACH	BOBBITT, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
	BOBBITT, JOHN		$	157.00
ACH	NEIGHBORS, CLAUDIA			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
	NEIGHBORS, CLAUDIA		$	162.40
ACH	JONES, LONDON S			
	Reim Monthly Health Prem	HEALTH PREM		2.22
				- - - - - - - -
	JONES, LONDON S		$	2.22
ACH	CHENG, TINA Y			
	Reim Monthly Health Prem	HEALTH PREM		167.79
				- - - - - - - -
	CHENG, TINA Y		$	167.79
ACH	JACKSON, PATRICIA M			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -
	JACKSON, PATRICIA M		$	162.40
ACH	GIBSON, CONSTANCE A			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - - -
	GIBSON, CONSTANCE A		$	157.00
ACH	GU, JASON			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - - -

Check	Payee / Description			Amount
		GU, JASON	$	162.40
ACH	KOPP, LINDA L			
	Reim Monthly Health Prem	HEALTH PREM		5.40
		KOPP, LINDA L	$	5.40
ACH	SCHERCK, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		162.40
		SCHERCK, JOHN	$	162.40
ACH	SOELTER, PETER M			
	Reim Monthly Health Prem	HEALTH PREM		157.00
		SOELTER, PETER M	$	157.00
ACH	WOODRUFF, APRIL F			
	Reim Monthly Health Prem	HEALTH PREM		5.40
		WOODRUFF, APRIL F	$	5.40
ACH	ELEBY, CRYSTAL			
	Reim Monthly Health Prem	HEALTH PREM		2.22
		ELEBY, CRYSTAL	$	2.22
ACH	BUCHANAN, JAMES S			
	Reim Monthly Health Prem	HEALTH PREM		157.00
		BUCHANAN, JAMES S	$	157.00
ACH	LUCAS, LARRY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
		LUCAS, LARRY	$	157.00
ACH	GARCIA, PAUL			
	Reim Monthly Health Prem	HEALTH PREM		865.41
		GARCIA, PAUL	$	865.41
ACH	LOPEZ, MARK A			
	Reim Monthly Health Prem	HEALTH PREM		432.71
		LOPEZ, MARK A	$	432.71
ACH	SANTA CRUZ, VICTOR			
	Reim Monthly Health Prem	HEALTH PREM		697.73
		SANTA CRUZ, VICTOR	$	697.73
ACH	TRAUGOTT, JEFFREY P			
	Reim Monthly Health Prem	HEALTH PREM		162.40
		TRAUGOTT, JEFFREY P	$	162.40
ACH	RIVERA, VINCENT J			
	Reim Monthly Health Prem	HEALTH PREM		324.79

Check	Payee / Description			Amount
				- - - - - - -
		RIVERA, VINCENT J	$	324.79
ACH	DOAN, KHANH V			
	Reim Monthly Health Prem	HEALTH PREM		865.41
				- - - - - - -
		DOAN, KHANH V	$	865.41
ACH	ARGUELLES, ALEX			
	Reim Monthly Health Prem	HEALTH PREM		697.41
				- - - - - - -
		ARGUELLES, ALEX	$	697.41
ACH	PROCTOR, CRAIG			
	Reim Monthly Health Prem	HEALTH PREM		697.71
				- - - - - - -
		PROCTOR, CRAIG	$	697.71
ACH	STONE, VICTORIA L			
	Reim Monthly Health Prem	HEALTH PREM		697.71
				- - - - - - -
		STONE, VICTORIA L	$	697.71
ACH	KREIMEYER, CARL L			
	Reim Monthly Health Prem	HEALTH PREM		432.71
				- - - - - - -
		KREIMEYER, CARL L	$	432.71
ACH	CHAVEZ, NESTOR			
	Reim Monthly Health Prem	HEALTH PREM		432.71
				- - - - - - -
		CHAVEZ, NESTOR	$	432.71
ACH	CUNNINGHAM, RICHARD A			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - -
		CUNNINGHAM, RICHARD A	$	162.40
ACH	MYERS, ALAN R			
	Reim Monthly Health Prem	HEALTH PREM		157.00
				- - - - - - -
		MYERS, ALAN R	$	157.00
ACH	MCCHRISTY, KAREN			
	Reim Monthly Health Prem	HEALTH PREM		162.40
				- - - - - - -
		MCCHRISTY, KAREN	$	162.40
ACH	ROSALES, TIMOTEO P			
	Reim Monthly Health Prem	HEALTH PREM		865.41
				- - - - - - -
		ROSALES, TIMOTEO P	$	865.41
ACH	PELLY, GARY			
	Reim Monthly Health Prem	HEALTH PREM		159.22
				- - - - - - -
		PELLY, GARY	$	159.22
ACH	GUTIERREZ, MICHAEL C			

Check	Payee / Description			Amount
	Reim Monthly Health Prem	HEALTH PREM		5.40
		GUTIERREZ, MICHAEL C	$	5.40
ACH	ROBISON, JOHN			
	Reim Monthly Health Prem	HEALTH PREM		157.00
		ROBISON, JOHN	$	157.00
ACH	DELZER, HARLAN D			
	Reim Monthly Health Prem	HEALTH PREM		324.79
		DELZER, HARLAN D	$	324.79
ACH	OAKDEN, SCOTT A			
	Reim Monthly Health Prem	HEALTH PREM		697.71
		OAKDEN, SCOTT A	$	697.71
ACH	HEIN, DAVID J			
	Reim Monthly Health Prem	HEALTH PREM		162.40
		HEIN, DAVID J	$	162.40
ACH	VALENCIA, CHRISTINA			
	Reim Monthly Health Prem	HEALTH PREM		275.71
		VALENCIA, CHRISTINA	$	275.71
ACH	FRESQUEZ, ADRIAN			
	Reim Monthly Health Prem	HEALTH PREM		432.71
		FRESQUEZ, ADRIAN	$	432.71
ACH	MALDONADO, ARTHUR			
	Reim Monthly Health Prem	HEALTH PREM		5.40
		MALDONADO, ARTHUR	$	5.40
ACH	SARMIENTO, JESSICA			
	Reim Monthly Health Prem	HEALTH PREM		275.71
		SARMIENTO, JESSICA	$	275.71
ACH	VANBREUKELEN, ALBERT			
	Reim Monthly Health Prem	HEALTH PREM		157.00
		VANBREUKELEN, ALBERT	$	157.00
ACH	O'BRIEN, MICHELLE			
	Reim Monthly Health Prem	HEALTH PREM		162.40
		O'BRIEN, MICHELLE	$	162.40
ACH	AVILA, GLORIA			
	Reim Monthly Health Prem	HEALTH PREM		275.71
		AVILA, GLORIA	$	275.71

Check	Payee / Description			Amount
ACH	MALKANI, SURESH			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	MALKANI, SURESH		$	432.71
ACH	JONES, ALLAN D			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	JONES, ALLAN D		$	432.71
ACH	NORIEGA, MANUEL			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	NORIEGA, MANUEL		$	275.71
ACH	KLING, WANDA			
	Reim Monthly Health Prem	HEALTH PREM		162.40
	KLING, WANDA		$	162.40
ACH	RUSSO, EFRAIN			
	Reim Monthly Health Prem	HEALTH PREM		162.40
	RUSSO, EFRAIN		$	162.40
ACH	MEDEIROS, SHAWN			
	Reim Monthly Health Prem	HEALTH PREM		968.04
	MEDEIROS, SHAWN		$	968.04
ACH	WITTE, ANGELA			
	Reim Monthly Health Prem	HEALTH PREM		162.40
	WITTE, ANGELA		$	162.40
ACH	MORGAN-PERALES, LISA			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	MORGAN-PERALES, LISA		$	275.71
ACH	DELGADO-ORAMAS III, JOSE M			
	Reim Monthly Health Prem	HEALTH PREM		968.04
	DELGADO-ORAMAS III, JOSE M		$	968.04
ACH	GLAZIER, JONATHAN			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	GLAZIER, JONATHAN		$	157.00
ACH	REYES, RAYMOND G			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	REYES, RAYMOND G		$	275.71
ACH	KILE, WALLACE EDWARD			
	Reim Monthly Health Prem	HEALTH PREM		2.22
	KILE, WALLACE EDWARD		$	2.22

Check	Payee / Description			Amount
ACH	SKINNER, JOHN H			
	Reim Monthly Health Prem	HEALTH PREM		1,125.04
	SKINNER, JOHN H		$	1,125.04
ACH	ESTRADA, HELEN L			
	Reim Monthly Health Prem	HEALTH PREM		167.79
	ESTRADA, HELEN L		$	167.79
ACH	GADDY, FERRY D			
	Reim Monthly Health Prem	HEALTH PREM		159.22
	GADDY, FERRY D		$	159.22
ACH	SCHLAPKOHL, KATHRYN A			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	SCHLAPKOHL, KATHRYN A		$	157.00
ACH	ARCHER, WILLIAM			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	ARCHER, WILLIAM		$	432.71
ACH	HAYES, MYRNA			
	Reim Monthly Health Prem	HEALTH PREM		167.79
	HAYES, MYRNA		$	167.79
ACH	BARKER, JOHN M.			
	Reim Monthly Health Prem	HEALTH PREM		697.41
	BARKER, JOHN M.		$	697.41
ACH	HORNE, JACQUELINE			
	Reim Monthly Health Prem	HEALTH PREM		184.72
	HORNE, JACQUELINE		$	184.72
ACH	ALONSO JR, RONALD C			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	ALONSO JR, RONALD C		$	275.71
ACH	GUZMAN, MARIA			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	GUZMAN, MARIA		$	432.71
ACH	CASHION, LAURA			
	Reim Monthly Health Prem	HEALTH PREM		5.40
	CASHION, LAURA		$	5.40
ACH	CHEN, TING			
	Reim Monthly Health Prem	HEALTH PREM		275.71

Check	Payee / Description			Amount
	CHEN, TING		$	275.71
ACH	SPRINGER, DONNA			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	SPRINGER, DONNA		$	157.00
ACH	QUINN, CASEY			
	Reim Monthly Health Prem	HEALTH PREM		157.00
	QUINN, CASEY		$	157.00
ACH	SAHAGUN, ALEX			
	Reim Monthly Health Prem	HEALTH PREM		275.71
	SAHAGUN, ALEX		$	275.71
ACH	ZIEGENBEIN, JEFF			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	ZIEGENBEIN, JEFF		$	432.71
ACH	RECUPERO, LAURAMAE			
	Reim Monthly Health Prem	HEALTH PREM		432.71
	RECUPERO, LAURAMAE		$	432.71
ACH	EMPOWER RETIREMENT			
	P/R 14 07/12/2024 Deffered Comp	HR 0129300		138,470.18
	EMPOWER RETIREMENT		$	138,470.18
ACH	JCI JONES CHEMICALS INC			
	RP4- 4,861 Gal HYPOCHLORITE SOLUTION	946242		8,635.57
	RP1- 4,828 Gal HYPOCHLORITE SOLUTION	945983		8,576.95
	RP5- 4,867 Gal HYPOCHLORITE SOLUTION	945889		8,646.23
	RP1- 4,810 Gal HYPOCHLORITE SOLUTION	945869		8,544.97
	RP5- 4,863 Gal HYPOCHLORITE SOLUTION	945998		8,639.12
	RP1-4,836 Gal HYPOCHLORITE SOLUTION	946117		8,591.15
	RP5- 4,745 Gal HYPOCHLORITE SOLUTION	946136		8,429.49
	CCWRF- 4,840 Gal HYPOCHLORITE SOLUTION	946135		8,598.26
	RP1- 4,883 Gal HYPOCHLORITE SOLUTION	945870		8,674.65
	RP4- 4,865 Gal HYPOCHLORITE SOLUTION	945897		8,642.67
	CCWRF- 4,918 Gal HYPOCHLORITE SOLUTION	945888		8,736.83
	CCWRF- 4,010 Gal HYPOCHLORITE SOLUTION	945764		7,123.77
	RP4- 4,853 Gal HYPOCHLORITE SOLUTION	945620		8,621.35
	RP1- 4,877 Gal HYPOCHLORITE SOLUTION	945617		8,663.99
	RP1- 4,784 Gal HYPOCHLORITE SOLUTION	946235		8,498.78
	JCI JONES CHEMICALS INC		$	127,623.78
ACH	ROYAL INDUSTRIAL SOLUTIONS			
	120V 16PT INPUT MODL	6441-1126165		879.72
	ROYAL INDUSTRIAL SOLUTIONS		$	879.72
ACH	SANTA ANA WATERSHED			
	24/25 IEUA SAWPA Member District Fees	2025-02		452,282.00

Check	Payee / Description			Amount
	SANTA ANA WATERSHED		$	452,282.00
ACH	AIRGAS USA LLC			
	RP1-51.70 Gal Propane	9151273840		259.19
	RP1-6/30 Cylinder Rental	5509267095		34.20
	RP1-86.80 Gal Propane	9151016257		435.16
	RP1-6/30 Cylinder Rental	5509268400		55.80
	RP1-64.40 Gal Propane	9151192089		322.86
	AIRGAS USA LLC		$	1,107.21
ACH	KONICA MINOLTA			
	HRTrlr-7/24 Copier Lease	45125049		229.76
	HQ/RP4/RP5-7/24 Copier Leases	45125047		3,747.20
	KONICA MINOLTA		$	3,976.96
ACH	WILLDAN FINANCIAL SERVICES			
	ARBITRAGE REBATE SERVICES FY23/24	010-58869		1,250.00
	WILLDAN FINANCIAL SERVICES		$	1,250.00
ACH	KONICA MINOLTA BUSINESS SOLUTI			
	RP1-5/24 Copy Ovrg/Mnt	293591342		2.12
	KONICA MINOLTA BUSINESS SOLUTI		$	2.12
ACH	PANTHER PROTECTION			
	Power Hinge and Labor	P 7880		505.12
	PANTHER PROTECTION		$	505.12
ACH	WESTERN WATER WORKS SUPPLY CO			
	FLG CROSS-BLK(IN/OUT)	1148757-00		855.55
	Bend, Trucker Hat	1146239-00		1,992.50
	WESTERN WATER WORKS SUPPLY CO		$	2,848.05
ACH	W A RASIC CONSTRUCTION CO INC			
	EN24042.03 Rtn Rls 1-Final	EN24042 RTN R		2,696.95
	W A RASIC CONSTRUCTION CO INC		$	2,696.95
ACH	PLUMBERS DEPOT INC			
	P350 DOWN HOLE ROLLERS MK2	PD-56570		3,149.88
	PLUMBERS DEPOT INC		$	3,149.88
ACH	PLUMBERS DEPOT INC			
	Cable Lock	PD-56384		2,148.06
	Nozzle, Descaler Head	PD-56381		2,747.63
	PUMP, BODY LIFT, TAILGATE LIFT VALVE AN	PD-56396		7,243.72
	Repair ofOZ-2 Camera,	PD-56543		2,043.70
	Manhole Puller (Hook) Easy Off Style	PD-56373		1,179.86
	PLUMBERS DEPOT INC		$	15,362.97
ACH	A & G INSTRUMENT SERVICE			
	04/11-25/24 Service	39443A		1,416.00

Check	Payee / Description			Amount
	A & G INSTRUMENT SERVICE		$	1,416.00
ACH	TRUSSELL TECHNOLOGIES INC			
	46-3024 Prof. Srvs. 06/24	0000009961		3,050.00
	EN19001 Prof. Srvs. 06/24	0000009984		613.75
	TRUSSELL TECHNOLOGIES INC		$	3,663.75
ACH	ROBERT HALF MANAGEMENT RESOURC			
	Reyes,Gloria 07/05/2024	63817968		2,756.81
	Olagunju,Titilayo 07/12/2024	63839887		3,300.00
	Reyes,Gloria 07/12/2024	63837146		3,869.20
	Fong,Katherine K 07/12/2024	63832339		6,400.00
	Honis,Michelle 07/12/2024	63828899		3,900.00
	Olagunju,Titilayo 07/19/2024	63870543		3,382.50
	Fong,Katherine K 07/19/2024	63857769		6,400.00
	ROBERT HALF MANAGEMENT RESOURC		$	30,008.51
ACH	SWRCB ACCOUNTING OFFICE			
	SRF RPYMT #14 C-06-5176-130 PRIN/INT	5176-130-24-1		269,176.19
	SRF RPYMT #5 C-06-5318-110 PRIN/INT	5318-110-24-5		893,468.14
	SRF RPYMT #14 C-06-5176-120 PRIN/INT	5176-120-24-1		264,505.38
	SRF RPYMT #14 C-06-5176-110 PRIN/INT	5176-110-24-1		159,208.05
	SWRCB ACCOUNTING OFFICE		$	1,586,357.76
ACH	STANTEC CONSULTING INC			
	EN24007 Prof. Svcs 6/24	2254555		35,838.36
	EN24057 Prof. Svcs 6/24	2254556		3,270.75
	EN23074/EN23035 Prof. Svcs. 06/24	2254559		3,475.45
	EN24032 Prof. Svcs 6/24	2253681		23,318.45
	STANTEC CONSULTING INC		$	65,903.01
ACH	NATIONAL CONSTRUCTION RENTALS			
	HOLDING TANK - RENTAL 6/27-07/24/24	7479812		290.88
	Prado Rental 07/05-08/01/24	7487509		573.50
	NATIONAL CONSTRUCTION RENTALS		$	864.38
ACH	ALLIANT INSURANCE SERVICES INC			
	7/1/24-7/1/25 Excess Commercial Liabilit	2734190		336,083.06
	7/1/24-7/1/25 Excess Commercial Liabilit	2737439		586,932.47
	ALLIANT INSURANCE SERVICES INC		$	923,015.53
ACH	MEYERS NAVE			
	Legal Services 7/24	219538		2,547.50
	MEYERS NAVE		$	2,547.50
ACH	JB'S POOLS & PONDS INC			
	7/24 Pond Maint Svcs	2466760700		1,194.85
	JB'S POOLS & PONDS INC		$	1,194.85
ACH	ALTA FOODCRAFT			

Check	Payee / Description			Amount
	TEA VARIETY	12434670		59.67
	COFFE	12433738		335.36
	POT-CLEANER, SWEETNER	12433740		70.55
	COFFE, TEAS	12433739		376.16
	ALTA FOODCRAFT		$	841.74
ACH	DOWNS ENERGY			
	450.10 Gls Dyed Diesel	0338327-IN		1,686.29
	DOWNS ENERGY		$	1,686.29
ACH	UPS PROTECTION INC			
	Battery Module and Installation	2406034		5,056.73
	UPS PROTECTION INC		$	5,056.73
ACH	TRICO CORPORATION			
	RP1 Industrial Oil /Advanced Analysis 6/	P70069		490.00
	RP2 Industrial Oil /Advanced Analysis 6/	P70101		105.00
	Engine Oil / Vital Analysis 6/18/24	P70099		28.00
	RP1 Industrial Oil /Advanced Analysis 6/	P70066		700.00
	RP5 Industrial Oil /Advanced Analysis 6/	P70075		280.00
	RP1- Tubing	230068		155.12
	New Industrial Oil Quality Testing	P70076		25.00
	TRICO CORPORATION		$	1,783.12
ACH	CIVIC PUBLICATIONS INC			
	Half-page ad (Water Smart) July/24	1864		3,490.00
	CIVIC PUBLICATIONS INC		$	3,490.00
ACH	CALIFORNIA WATER TECHNOLOGIES			
	RP1-43,140 Lbs Ferric Chloride Solution	46538		11,489.84
	PhilLS- 34,780 Lbs Ferric Chloride Solut	46584		9,263.26
	RP2- 43,660 Lbs Ferric Chloride Solution	46581		11,549.31
	PhilLS- 44,460 Lbs Ferric Chloride Solut	46543		10,895.25
	RP1- 45,540 Lbs Ferric Chloride Solution	46557		12,070.33
	RP2- 43,840 Lbs Ferric Chloride Solution	46539		11,372.83
	CALIFORNIA WATER TECHNOLOGIES		$	66,640.82
ACH	SOUTHERN CONTRACTING COMPANY			
	EN17006.01 - Ret Rls 1-Final	EN17006-RET R		54,476.22
	SOUTHERN CONTRACTING COMPANY		$	54,476.22
ACH	PACIFIC COURIERS INC			
	6/24 Lab Courier Svcs Daily Routes	24-06-2006		3,294.00
	PACIFIC COURIERS INC		$	3,294.00
ACH	PRIORITY BUILDING SERVICES LLC			
	RP-5 Construction-06/24 Janitorial Serv	93141		1,489.03
	PRIORITY BUILDING SERVICES LLC		$	1,489.03
ACH	ECOTECH SERVICES INC			

Check	Payee / Description			Amount
	RESIDENTIAL HOME PRESSURE REGULATION PRO	3075		4,773.49
	ECOTECH SERVICES INC		$	4,773.49
ACH	YORKE ENGINEERING LLC			
	Air Quality, Environmental & Safety Svcs	39519		7,700.00
	Air Quality, Environmental & Safety Svcs	39518		1,483.75
	YORKE ENGINEERING LLC		$	9,183.75
ACH	SHAW HR CONSULTING INC			
	Prof. Svcs 07/24/23-2/21/24	011459		165.00
	SHAW HR CONSULTING INC		$	165.00
ACH	MEANS CONSULTING LLC			
	6/24 Prof Svcs -Prop 1 Support Services	IE-5671		6,418.75
	MEANS CONSULTING LLC		$	6,418.75
ACH	THE SOLIS GROUP			
	EN17042.00 RP1 Roof Repair 6/24	13391		1,745.00
	EN23066-6/24 Preserve Lift Stat Improv S	13388		1,072.00
	EN19025-6/24 Reg Force Main Improv Svcs	13389		1,000.00
	EN18006.00 RP1 Flare Improv Labor Compli	13390		1,000.00
	EN23123-6/24 RP4 Outfall Valve-Blow Off	13392		279.00
	EN23123-4/24 RP4 Outfall Valve-Blow Off	12931		111.00
	EN23123-5/24 RP4-Outfall Value Repl Svcs	13137		401.00
	EN20064-6/24 NSNT Sewer Siphon Repl Svcs	13387		1,608.00
	THE SOLIS GROUP		$	7,216.00
ACH	WSP USA ENVIRONMENT &			
	46-2855-12/30/23-2/2/24 On call Eng Svc	S49836079		13,528.00
	WSP USA ENVIRONMENT &		$	13,528.00
ACH	INLAND EMPIRE WINDUSTRIAL CO			
	Nipples, Adapter, Gear Clmp.	055322 01		112.93
	INLAND EMPIRE WINDUSTRIAL CO		$	112.93
ACH	UNIVERSAL ENGINEERING SCIENCES			
	EN17006 CCWR Prof. Svcs 06/24	00834151		2,850.00
	EN19025 Prof. Svcs 06/24	00833948		870.00
	UNIVERSAL ENGINEERING SCIENCES		$	3,720.00
ACH	RINCON CONSULTANTS INC			
	6/24 ZEV Study Prof Svcs	58120		587.09
	RINCON CONSULTANTS INC		$	587.09
ACH	ERAMOSA INTERNATIONAL INC			
	EN23000 Prof. Srvs 5/25-06/28/24	US29322-15		13,669.79
	EN23119 Prof. Srvs. 5/25-06/28/24	US29222-12		15,742.50
	EN13016 Prof. Srvs 05/25-06/28	US28022-13		12,750.00
	ERAMOSA INTERNATIONAL INC		$	42,162.29

Check	Payee / Description			Amount
ACH	CASAMAR GROUP LLC			
	46-3134 Prof. Svcs 6/24	13946-A		2,556.85
	EN19001-6/24 RP5 Contract & Labor Compli	13946-B		8,377.56
	CASAMAR GROUP LLC		$	10,934.41
ACH	ADAM'S FALCONRY SERVICE LLC			
	Bird Control 06/19-06/27	18714		1,560.00
	ADAM'S FALCONRY SERVICE LLC		$	1,560.00
ACH	UNITED REFRIGERATION INC			
	EN19001/EN19006 EUBANK WALL MOUNT	96513070-00		7,320.10
	UNITED REFRIGERATION INC		$	7,320.10
ACH	WECK LABORATORIES			
	6/4/24 AWPF-CBP SUB-LAB MONTHLY	W4G0506		325.00
	6/4/24 AWPF-CBP SUB-LAB MONTHLY	W4G0507		325.00
	6/4/24 AWPF-CBP SUB-LAB MONTHLY	W4G0503		325.00
	7/01 Lithium - EPA 200.7	W4G1087		21.00
	7/01 GWR Special Samples Analysis	W4G1088		21.00
	5/29 Groundwater Sample Analysis	W4G1085		1,545.00
	5/16 Groundwater Sample Analysis	W4G0501		5,100.00
	5/09 Groundwater Sample Analysis	W4G0502		1,495.00
	6/10 Groundwater Sample Analysis	W4G0508		135.00
	5/16 Groundwater Sample Analysis	W4G0500		880.00
	WECK LABORATORIES		$	10,172.00
ACH	BRIDGEWATER CONSULTING GROUP I			
	6/24 Professional Coaching Services	6585		1,050.00
	6/24 Professional Coaching Services	6586		450.00
	6/24 Professional Coaching Services	6587		750.00
	6/24 Professional Coaching Services	6584		500.00
	BRIDGEWATER CONSULTING GROUP I		$	2,750.00
ACH	J COLON COATINGS INC			
	EN23121 Ret Rls 1-Final	EN23121 RET R		63,913.33
	J COLON COATINGS INC		$	63,913.33
ACH	SOLENIS LLC			
	RP1-4,586 Lbs Zetag Polymers	132870033		7,879.89
	RP1-22,930 Lbs/4,586 Lbs Zetag Polymers	132924095		47,079.87
	RP1-13,758 Lbs /4,586 Lbs ZETAG POLIMER	132878741		31,320.09
	SOLENIS LLC		$	86,279.85
ACH	ARCHAEOPALEO RESOURCE MGMT INC			
	EN24042.01 RP5 Paleontological Laborator	4024		8,091.00
	ARCHAEOPALEO RESOURCE MGMT INC		$	8,091.00
ACH	SO CALIF EDISON			
	Credit-BrksRWTrnOt-3/15-4/15 4349 Orchar	8002166155 4/		60.23-
	BrksStBsn-6/13-7/15 10661 Silicon Ped	8000094378 6/		134.11

Check	Payee / Description				Amount
	MWDCB14/20-6/16-7/17 5752 East Ave/475 1	8000207806	7/		223.29
	VctrBsn-6/18-7/18 3650 Victoria St	8004604345	7/		133.39
	BrksRWTrnOt-6/14-7/16 4349 Orchard St	8002166155	7/		34.50
	MWDTrnt 6/14-7/16 12100 E Banyan St	8004147332	7/		45.96
	BrksRWTrnOt-5/15-6/13 4349 Orchard St	8002166155	6/		26.72
	JrpBsn-6/6-7/8 13450 Jurupa	8000401711	6/		5,174.05
	RP4-6/5-7/7 12811 6th St	8000598564	6/		457.44
	ZnRsvr-6/5-7/7 12749 6th St	8002740158	6/		150.82
	SBLfStn-6/14-7/16 13707 San Bernardino A	8003058251	7/		2,168.55
	1630EPmpStn-6/17-7/17 7420 1/2 East	8000414223	7/		56,705.96
	RP2MntLnchRm-6/17-7/17 16400 El Prado Rd	8001015118	7/		7,454.87
	MWDTrnt18-6/17-7/17 13400 Betsy Ross CT	8000136547	7/		40.66
	MWDCB11-6/18-7/18 10498 Banyan St	8013383903	7/		43.49
	ElyBsn-6/6-7/8 1665 Phila Ave	8000057558	6/		116.94
	HckryDm-6/6-7/8 13400 Whittram Ave	8000257085	6/		310.63
	MntclBsn-6/13-7/15 4700 San Jose	8000092569	6/		69.62
	BnaBsn-6/6-7/8 14017 Whittram Ped	8004504662	6/		40.14
	BrksRWTrnOt-4/16-5/14 4349 Orchard St	8002166155	5/		24.02
					- - - - - - - -
	SO CALIF EDISON			$	73,294.93
ACH	SO CALIF GAS				
	MntBldg/Whs-6/17-7/17 2604 Walnut St 7/2	11726008			53.39
	RP4-6/14-7/16 12811 6th St	10605111	7/24		28.64
					- - - - - - - -
	SO CALIF GAS			$	82.03
ACH	SHELL ENERGY NORTH AMERICA LP				
	5/24 Gas Cmmdty Core	3779868			1,172.61
	6/24 Gas Cmmdty Core	3785372			1,161.84
					- - - - - - - -
	SHELL ENERGY NORTH AMERICA LP			$	2,334.45
ACH	IEUA EMPLOYEES' ASSOCIATION				
	P/R 15 7/26/24 Employee Ded	HR	0130100		159.00
					- - - - - - - -
	IEUA EMPLOYEES' ASSOCIATION			$	159.00
ACH	IEUA SUPERVISORS UNION ASSOCIA				
	P/R 15 7/26/24 Employee Ded	HR	0130100		345.00
					- - - - - - - -
	IEUA SUPERVISORS UNION ASSOCIA			$	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA				
	P/R 15 7/26/24 Employee Ded	HR	0130100		1,264.10
					- - - - - - - -
	IEUA GENERAL EMPLOYEES ASSOCIA			$	1,264.10
ACH	INLAND EMPIRE UNITED WAY				
	P/R 15 7/26/24 Employee Ded	HR	0130100		21.00
					- - - - - - - -
	INLAND EMPIRE UNITED WAY			$	21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS				
	P/R 15 7/26/24 Employee Ded	HR	0130100		744.00
					- - - - - - - -
	IEUA PROFESSIONAL EMPLOYEES AS			$	744.00
ACH	WEX HEALTH INC				

Check	Payee / Description			Amount
	P/R 15 7/26/24 Cafeteria Plan	HR	0130100	5,813.73
	WEX HEALTH INC		$	5,813.73
ACH	CITY EMPLOYEES ASSOCIATES			
	P/R 15 7/26/24 Employee Ded	HR	0130100	600.00
	CITY EMPLOYEES ASSOCIATES		$	600.00
ACH	BECKER, NIKI			
	Safety Glasses Reimb.	SAFETY GLASSE		152.95
	BECKER, NIKI		$	152.95
ACH	EMPOWER RETIREMENT			
	P/R 15 7/26/24 Deferred Comp	HR	0130100	212,220.45
	EMPOWER RETIREMENT		$	212,220.45

Grand Total Payment Amount: $ 17,686,380.20

Attachment 2D

Vendor Wires
(excludes Payroll)

Check	Payee / Description			Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 13 06/28/2024 Taxes	HR	0129100	79,949.47
	P/R 13 06/28/2024 Taxes	HR	0129100	17,973.94
	EMPLOYMENT DEVELOPMENT DEPARTM$			97,923.41
Wire	INTERNAL REVENUE SERVICE			
	P/R 13 06/28/2024 Taxes	HR	0129100	429,366.56
	INTERNAL REVENUE SERVICE $			429,366.56
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 13 06/28 Cal Prs Adj	P/R13 6/28/24		0.01-
	P/R 13 06/28/2024 PERS	HR	0129100	265,810.16
	PUBLIC EMPLOYEES RETIREMENT SY$			265,810.15
Wire	PUBLIC EMPLOYEES' RETIREMENT S			
	7/24 CalPERS Health-Employees & Retirees	1000000175758		382,073.39
	7/14 CalPERS Health Ins-Board	1000000175758		9,721.88
	PUBLIC EMPLOYEES' RETIREMENT S$			391,795.27
Wire	CSRMA			
	7/24-7/25 PEPIP Ins Prem	7357		1,140,066.84
	CSRMA $			1,140,066.84
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R DIR 07 7/8/24 Taxes	HR	0129200	433.30
	EMPLOYMENT DEVELOPMENT DEPARTM$			433.30
Wire	INTERNAL REVENUE SERVICE			
	P/R DIR 07 7/8/24 Taxes	HR	0129200	3,519.60
	INTERNAL REVENUE SERVICE $			3,519.60
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 14 07/12/2024 Taxes	HR	0129300	18,153.74
	P/R 14 07/12/2024 Taxes	HR	0129300	81,549.34
	EMPLOYMENT DEVELOPMENT DEPARTM$			99,703.08
Wire	INTERNAL REVENUE SERVICE			
	P/R 14 07/12/2024 Taxes	HR	0129300	435,276.89
	INTERNAL REVENUE SERVICE $			435,276.89
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 14 07/12/2024 PERS	HR	0129300	264,540.13
	P/R 14 7/12/24 PERS Adj	PR 14 7/12/24		266.69
	PUBLIC EMPLOYEES RETIREMENT SY$			264,806.82
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 15 7/26/24 Taxes	HR	0130100	19,234.32
	P/R 15 7/26/24 Taxes	HR	0130100	88,886.41

Check	Payee / Description				Amount
					- - - - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM$				108,120.73
Wire	INTERNAL REVENUE SERVICE				
	P/R 15 7/26/24 Taxes		HR	0130100	463,399.21
					- - - - - - -
	INTERNAL REVENUE SERVICE		$		463,399.21
Wire	STATE DISBURSEMENT UNIT				
	P/R 14 7/12/24 Adjustment		PR 14	7/12/24	474.46-
	P/R 14 07/12/2024		HR	0129300	1,374.00
	P/R 14 07/12/2024		HR	0129300	2,122.72
					- - - - - - -
	STATE DISBURSEMENT UNIT		$		3,022.26
Wire	STATE DISBURSEMENT UNIT				
	P/R 15 7/26/24 Adjustment		PR 15	7/26/24	474.46
	P/R 15 7/26/24		HR	0130100	2,719.95
					- - - - - - -
	STATE DISBURSEMENT UNIT		$		3,194.41
Wire	METROPOLITAN WATER DISTRICT				
	May 2024 Water Purchase		11495		2,240,091.06
					- - - - - - -
	METROPOLITAN WATER DISTRICT		$		2,240,091.06
Wire	CALPERS				
	CalPERS Retirement Unfunded Liability FY		1000000175890		3,955,719.00
					- - - - - - -
	CALPERS		$		3,955,719.00

Grand Total Payment Amount: $ 9,902,248.59

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for July 12, 2024
Presented at Board Meeting on September 18, 2024

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Michael Camacho	$9,372.82	$4,926.81
Steven J. Elie	$4,692.82	$891.85
Jasmin Hall	$4,037.06	$2,427.23
Paul Hofer	$0.00	$0.00
Marco A. Tule	$5,628.82	$2,134.54
TOTALS	$23,731.52	$10,380.43

	Count	Amount
TOTAL EFTS PROCESSED	4	$10,380.43
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

JUNE 2024

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
6/3/2024	**MWD** – Committee Planning Meeting via Zoom	Yes (MWD)	$312.00
6/4/2024	**MWD** – Committee Planning Meeting via Zoom	Yes (MWD)	$312.00
6/4/2024	**IEUA** – Meeting w/Director Armstrong, GM Mouawad (EMWD) & GM Deshmukh	Yes	$312.00
6/5/2024	**IEUA -** IEUA Board Workshop	Yes	$312.00
6/5/2024	**IEUA** – IEUA Employee Appreciation Summer Celebration	Yes (same day)	$0.00
6/5/2024	**MWD** – Meeting w/NAACP Leaders and MWD Directors	Yes (MWD)	$312.00
6/6/2024	**MWD** – Joint Inland - Orange County Caucus Mtg	Yes (MWD)	$312.00
6/6/2024	**IEUA -**City of Fontana Stage Red event	Yes	$312.00
6/7/2024	**MWD -** Board Vice Chair Meeting via Zoom	Yes (MWD)	$312.00
6/7/2024	**IEUA -** Boring & Monitoring Well Groundbreaking Ceremony	Yes	$312.00
6/10/2024	**MWD** - Committee Meetings	Yes (MWD)	$312.00
6/11/2024	**MWD** - Committee and Board Meetings	Yes (MWD)	$312.00
6/12/2024	**IEUA** – Committee Meetings	Yes	$312.00
6/13/2024	**MWD** - Special Board Meeting	Yes (MWD)	$312.00
6/14/2024	**MWD -** Mtg w/Chair Ortega	Yes (MWD)	$312.00

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

6/17/2024	**IEUA** - Meeting w/CVWD Director Curatalo re IEUA matters	Yes	$312.00
6/18/2024	**MWD** – Pure Water SoCal SubCommittee Planning Meeting via Zoom	Yes (MWD)	$312.00
6/19/2024	**IEUA** – IEUA Board Meeting	Yes	$312.00
6/19/2024	**MWD -** Mtg w/Chair Ortega	Yes (10 mtg max)	$0.00
6/20/2024	**IEUA** - Meeting w/Bob Bowcock re IEUA matters	Yes	$312.00
6/24/2024	**IEUA** - Meeting w/Frank Ury re IEUA matters	Yes	$312.00
6/25/2024	**MWD -** Committee Meeting via Zoom	Yes (10 mtg max)	$0.00
6/28/2024	**IEUA** - Meeting w/CVWD Director Curatalo re IEUA matters	Yes	$312.00

Director's Signature

Michael Camacho, Director

Shivaji Deshmukh #1458

Approved by: Shivaji Deshmukh

	TOTAL REIMBURSEMENT	$6,240.00
	TOTAL MEETINGS ATTENDED	23
10 MWD / 10 IEUA	**TOTAL MEETINGS PAID**	20

NOTE:
IEUA/MWD/IERCA

Up to 10 days of service per month per Ordinance No. 113, plus an additional 10 day of service per month for MWD meetings at $312.00 (eff. 05/14/23). IEUA pays both primary and alternate for attendance.

SAWPA
Up to 10 days of service per month per Ordinance No. 113. The per day of service rate for Commissioners and Alternate Commissioners will automatically increase by five percent (5%) effective January 2024 (i.e., $49.50 – difference between SAWPA ($262.50 and Agency meetings $312.00 (eff. 5/14/23). 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
JUNE 2024

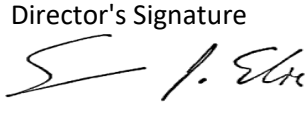
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
6/5/2024	**IEUA** – IEUA Board Workshop	Yes	$312.00
6/5/2024	**IEUA** – IEUA Employee Appreciation Summer Celebration	Yes (same day)	$0.00
6/6/2024	**CDA**- Chino Basin Desalter Authority Board Mtg via Zoom	Yes	$312.00
6/6/2024	**IEUA**- NWRI Officers Meeting via Zoom	Yes (same day)	$0.00
6/7/2024	**IEUA** – Boring & Monitoring Well Groundbreaking Ceremony	Yes	$312.00
6/12/2024	**IEUA -** Committee Meeting	Yes	$312.00
6/12/2024	**IEUA –** NWRI Board of Directors Meeting	Yes (same day)	$0.00
6/19/2024	**IEUA** – IEUA Board Meeting	Yes	$312.00
6/27/2024	**CBWM -** Chino Basin Watermaster Board Meeting	Yes (decline payment)	$0.00

TOTAL REIMBURSEMENT $1,560.00

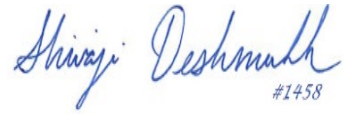
TOTAL MEETINGS ATTENDED 9

TOTAL MEETINGS PAID 5

Director's Signature



Steven J. Elie, Director



Approved by: Shivaji Deshmukh

NOTE:

IEUA
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 05/14/23). IEUA pays both primary and alternate for attendance.

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

CBWM
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 5/14/23). IEUA pays both primary and alternate for attendance. (i.e., $187.00 - difference between Watermaster $125.00 and Agency meetings $312.00 (eff. 5/14/2023). 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. 113, (i.e., $162.00 - difference between CDA ($150 and Agency meetings $312.00) (eff. 5/14/23), 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. 113, including MWD meetings at $312.00 (eff. 5/14/23). (i.e., $212.00 - difference between CBWB $100.00 and Agency meetings $312.00, eff. 5/14/23). CBWB pays directly to IEUA. Record full amount on timesheet.

Regional Policy Committee
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 5/14/23) IEUA pays Regional Policy Committee members (total amount should reflect on timesheet).

Decline IEUA portion of CBWM

IEUA DIRECTOR PAYSHEET
IEUA\IERCA\SAWPA
1 of 2

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

JUNE 2024

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
6/4/2024	**SAWPA** – SAWPA Committee &Commission Meetings	Yes (decline payment)	$0.00
6/4/2024	**IEUA -** Meeting w/GM Deshmukh via MS Teams	Yes (staff)	$0.00
6/5/2024	**IEUA** – IEUA Board Workshop	Yes	$312.00
6/5/2024	**IEUA** – IEUA Employee Appreciation Summer Celebration	Yes (same day)	$0.00
6/7/2024	**IEUA** – Boring & Monitoring Well Groundbreaking Ceremony	Yes	$312.00
6/7/2024	**IEUA** – CAAWEF Board Meeting via Zoom	Yes (same day)	$0.00
6/10/2024	**IEUA** – AWWA Annual Conference 2024	Yes	$312.00
6/11/2024	**IEUA** – AWWA Annual Conference 2024	Yes	$312.00
6/12/2024	**IEUA** – AWWA Annual Conference 2024	Yes	$312.00
6/13/2024	**IEUA** – AWWA Annual Conference 2024	Yes (conference 3 day max)	$0.00
6/13/2024	**IEUA** – CASA ACE Workgroup Meeting	Yes	$312.00
6/17/2024	**IEUA** – IE Works Board Meeting at IERCF	Yes	$312.00
6/17/2024	**IEUA** – SCWC Legislative Task Force Meeting via Zoom	Yes (same day)	$0.00

IEUA DIRECTOR PAYSHEET
IEUA\IERCA\SAWPA
2 of 2

6/17/2024	**IEUA** – ASBCSD Dinner Meeting	Yes (same day)	$0.00
6/18/2024	**SAWPA -** SAWPA Commission Meeting	Yes (decline payment)	$0.00
6/19/2024	**IEUA** – IEUA Board Meeting	Yes	$312.00
6/20/2024	**IEUA** – Western Riverside Council of Government General Assembly & Leadership Conference	Yes	$312.00
6/25/2024	**IEUA** – Webinar - A showcase of CASA Award winning Projects via Zoom	Yes	$312.00
6/25/2024	**IEUA -** Meeting w/GM Deshmukh via MS Teams	Yes (staff)	$0.00
6/27/2024	**IEUA** – Regulatory Workgroup - Biosolids Committee	Yes (10 mtg max)	$0.00
6/27/2024	**IEUA** – SCWC Stormwater Task Force Meeting via Zoom	Yes (same day)	$0.00

TOTAL REIMBURSEMENT	$3,120.00
TOTAL MEETINGS ATTENDED	21
TOTAL MEETINGS PAID	10

Director's Signature

Jasmin A. Hall

Jasmin A. Hall, Vice President

Shivaji Deshmukh #1458

Approved by: Shivaji Deshmukh, General Manager

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 113 at $312.00 (eff. 05/14/23). IEUA pays both primary and alternate for attendance.

SAWPA

Up to 10 days of service per month per Ordinance No. 113. The per day of service rate for Commissioners and Alternate Commissioners will automatically increase by five percent (5%) effective January 2024 (i.e., $49.50 – difference between SAWPA ($262.50 and Agency meetings $312.00 (eff. 5/14/23). SAWPA pays both primary and alternate for attendance, including mileage

DIRECTOR PAYSHEET
IEUA/IERCA
1 of 1

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

JUNE 2024

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
6/10/2024	**IEUA** - Audit Committee Meeting	Yes	$0.00
6/12/2024	**IEUA** - Finance & Administration Committee Meeting	Yes	$0.00
6/19/2024	**IEUA** - Board Meeting	Yes	$0.00

TOTAL REIMBURSEMENT	$0.00
TOTAL MEETINGS ATTENDED	3
TOTAL MEETINGS PAID	0

NOTE:

IEUA/IERCA
Up to 10 days of service per month per Ordinance No. 113 at $312.00 (eff. 05/14/23). IEUA pays both primary and alternate for attendance.

Director Hofer has waived all stipend payments.

Director's Signature

Paul Hofer, Director

Approved by:

Shivaji Deshmukh #1458

Shivaji Deshmukh, General Manager

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

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

JUNE 2024

Date	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
6/5/2024	**IEUA** – IEUA Board Workshop	Yes	$312.00
6/6/2024	**IEUA -** Regional Sewerage Policy Committee Meeting	Yes	$312.00
6/7/2024	**IEUA** – Boring & Monitoring Well Groundbreaking Ceremony	Yes	$312.00
6/10/2024	**IEUA** – Audit Committee Meeting	Yes	$312.00
6/12/2024	**IEUA** – Committee Meetings	Yes	$312.00
6/13/2024	**IEUA** – Montclair Chamber of Commerce Networking Breakfast	Yes	$312.00
6/19/2024	**IEUA** – IEUA Board Meeting	Yes	$312.00
6/26/2024	**IEUA** – Meeting w/MVWD President Rose	Yes	$312.00

TOTAL REIMBURSEMENT	$2,496.00
TOTAL MEETINGS ATTENDED	8
TOTAL MEETINGS PAID	8

Director's Signature

Marco Tule, President

Shivaji Deshmukh #1458

Approved by:
Shivaji Deshmukh, General Manager

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

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 113, with an additional 10 MWD meetings (for the MWD rep) at $312.00 (eff. 05/14/23). IEUA pays both primary and alternate for attendance.

Regional Policy Committee
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 05/14/23), (total amount should reflect on timesheet).

CDA
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 05/14/23). CDA pays directly to IEUA. Record full amount on timesheet. CDA pays both primary and alternate for attendance

CBWM
Up to 10 days of service per month per Ordinance No. 113, including MWD meetings at $312.00 (eff. 05/14/23). 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 14 Checks	PP 14 EFTs	PP 15 Checks	PP 15 EFTs	#N/A	PP EFTs	July
NET PAY TO EE	$0.00	$1,036,537.98	$0.00	$1,087,539.78	$0.00	$0.00	$2,124,077.76

INLAND EMPIRE UTITLIES AGENCY

Payroll for July 12, 2024

Presented at Board Meeting on September 18, 2024

GROSS PAYROLL COSTS			$1,896,787.64
DEDUCTIONS			($860,249.66)
NET PAYROLL			1,036,537.98
NET PAYROLL BREAKDOWN	**CHECKS**	**EFT**	**TOTAL**
CHECKS USED			
TRANSACTION PROCESSED	0	441	441
AMOUNT	$0.00	$1,036,537.98	$1,036,537.98

INLAND EMPIRE UTITLIES AGENCY

Payroll for July 26, 2024

Presented at Board Meeting on September 18, 2024

GROSS PAYROLL COSTS			$2,054,790.75
DEDUCTIONS			($967,250.97)
NET PAYROLL			1,087,539.78

NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	444	444
AMOUNT	$0.00	$1,087,539.78	$1,087,539.78

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1C

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Award Master Services Contracts for Vacuum and Tanker Trucking Services

Executive Summary:

In July 2024, a Request for Qualifications was posted on PlanetBids to solicit responses for Vacuum and Tanker Trucking Services. Eight proposals were received, and four Master Services contracts are being requested to secure a range of Contractor-provided services essential for supporting the physical assets, sewer systems, and other areas within the IEUA service area. These Contractors will provide support services at the Agency's Regional Plants on an as-needed basis. The services may include material transportation, vacuum services, line cleaning, emergency response, and other necessary operations.
Staff is recommending the award of a three-year contract with two optional one-year extensions to each selected respondent to eliminate delays in performing critical and urgent services and streamline the process for planned regional plant activities and emergency response services.

Staff's Recommendation:

Staff recommends that the Board:

1. Approve Master Services Contracts for Vacuum and Tanker Trucking Services to GrayMar Environmental Services, Inc., K-VAC Environmental Services, Inc., National Plant Services, Inc., and United Pumping Service, Inc. for a total aggregate not-to-exceed amount of $1,000,000, for a three-year period with the option of two one-year extensions; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

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

Account/Project Name: Funds for the Master Services contracts will come from the approved O&M Budget for Sewer Collections.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for work that will be required on various projects and department operation and maintenance budgets. Thus, no separate funding is needed for these contracts.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - GrayMar Environmental Serv., Inc Contract
Attachment 3 - K-VAC Environmental Serv., Inc. Contract
Attachment 4 - National Plant Serv., Inc. Contract
Attachment 5 - United Pumping Serv., Inc. Contract

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Award Master Services Contracts for Vacuum and Tanker Trucking Services

Edward Makowski
Collection System Supervisor
September 2024

Background

- IEUA's Sewer Collections program maintains a total of 148 miles of pipeline and provides support to the Regional Plants.

- Supplemental support services on an as-needed basis for material transportation, vacuum services, line cleaning, emergency response, and other necessary operations.

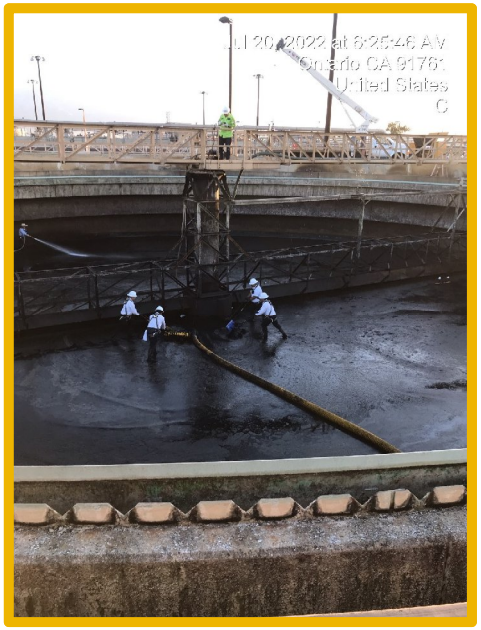




Support Services



Tanker Support



Regional Plant Support



Cleaning Services Support



Emergency Support

Contract Award Overview

- Request for Qualifications posted on PlanetBids on June 13, 2024.
- Eight responses were received on July 27, 2024.
- Master Services Contracts ensure competitive proposals for future projects.
- Proposal qualifications reviewed by a committee of Engineering and Collection staff.

Proposals
GrayMar Environmental Services, Inc.
K-VAC Environmental Services, Inc.
National Plant Services, Inc.
United Pumping Service, Inc.

Staff's Recommendation

1. Approve Master Services Contracts for Vacuum and Tanker Trucking Services to GrayMar Environmental Services, Inc., K-VAC Environmental Services, Inc., National Plant Services, Inc., and United Pumping Service, Inc. for a total aggregate not-to-exceed amount of $1,000,000, for a three year period with the option of two one-year extensions; and

2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

The Master Services contracts for Vacuum and Tanker Trucking Services is consistent with ***IEUA's Business Goal of Water Reliability*** to provide a reliable and cost-effective water supply and promoting sustainable water use throughout the region.



MASTER SERVICES CONTRACT NUMBER: 4600003522

FOR PROVISION OF

ON-CALL / AS-NEEDED AGENCY-WIDE

VACUUM TRUCK SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and GrayMar Environmental Services, Inc. with offices located in Moses Lake, Washington and Fontana, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call digester cleaning services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit A**, Sample Task Order Form).
   C. Amendments to this Master Services Contract.

D. Master Services Contract Number 4600003522, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-012 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 27, 2024 (attached hereto as **Exhibit B**)

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

Ordering Provisions and Understandings:

Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate three (3) years from the Notice to Proceed, that being September 18, 2027, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance

with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003522" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF $1,000,000.00 over three (3) years**. The aggregate total of compensation constitutes the total amount authorized for four (4) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage change for

the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees,

volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor,

its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for additional compensation within the fourteen (14) calendar days, Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Contractor's written protests to the General Manager, together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the

Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade

Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Nicole Gray
Secretary
GrayMar Environmental Services, Inc.
100 Springdale Road, Suite A3, Box # 302
Cherry Hill, New Jersey 08003

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the

responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**GRAYMAR ENVIRONMENTAL SERVICES, INC.:**	
_____	_____	_____	_____
Shivaji Deshmukh	(Date)	Michael S. Gray	(Date)
General Manager		President / Chief Executive Officer	

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MASTER SERVICES CONTRACT NUMBER: 4600003519

FOR PROVISION OF

ON-CALL / AS-NEEDED AGENCY-WIDE

VACUUM TRUCK SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and K-VAC Environmental Services, Inc. with offices located in Rancho Cucamonga, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call digester cleaning services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit A**, Sample Task Order Form).
   C. Amendments to this Master Services Contract.

D. Master Services Contract Number 4600003519, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-012 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 26, 2024 (attached hereto as **Exhibit B**)

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

Ordering Provisions and Understandings:

Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate three (3) years from the Notice to Proceed, that being September 18, 2027, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in

accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003519" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF $1,000,000.00 over three (3) years**. The aggregate total of compensation constitutes the total amount authorized for four (4) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage

change for the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance

or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements

required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands,

actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for additional compensation within the fourteen (14) calendar days, Contractor shall not

receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Contractor's written protests to the General Manager,

together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt

from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation,

including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Adam Dior
Sales Manager
K-VAC Environmental Services, Inc.
8910 Rochester Avenue
Rancho Cucamonga, California 91730

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**K-VAC ENVIRONMENTAL SERVICES, INC.:**	
_____	_____	_____	_____
Shivaji Deshmukh	(Date)	Diana Knifer	(Date)
General Manager		Chief Executive Officer	

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MASTER SERVICES CONTRACT NUMBER: 4600003520

FOR PROVISION OF

ON-CALL / AS-NEEDED AGENCY-WIDE

VACUUM TRUCK SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and National Plant Services, Inc. with offices located in Long Beach and Hayward, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call digester cleaning services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit A**, Sample Task Order Form).
   C. Amendments to this Master Services Contract.

D. Master Services Contract Number 4600003520, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-012 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 27, 2024 (attached hereto as **Exhibit B**)

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

Ordering Provisions and Understandings:

Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate three (3) years from the Notice to Proceed, that being September 18, 2027, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in

accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003520" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF $1,000,000.00 over three (3) years**. The aggregate total of compensation constitutes the total amount authorized for four (4) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage

change for the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance

or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements

required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands,

actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for additional compensation within the fourteen (14) calendar days, Contractor shall not

receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Contractor's written protests to the General Manager,

together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt

from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation,

including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Michelle Beason, PE
Regional Manager
National Plant Services Inc.
1461 Harbor Avenue
Long Beach, California 90813

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**NATIONAL PLANT SERVICES, INC.:**	
_____	_____	_____	_____
Shivaji Deshmukh	(Date)	Dennis R. Keene	(Date)
General Manager		Chief Executive Officer	

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MASTER SERVICES CONTRACT NUMBER: 4600003521

FOR PROVISION OF

ON-CALL / AS-NEEDED AGENCY-WIDE

VACUUM TRUCK SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and United Pumping Service, Inc. with offices located in City of Industry, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call digester cleaning services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit A**, Sample Task Order Form).
   C. Amendments to this Master Services Contract.

D. Master Services Contract Number 4600003521, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-012 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 27, 2024 (attached hereto as **Exhibit B**)

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

Ordering Provisions and Understandings:

Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate three (3) years from the Notice to Proceed, that being September 18, 2027, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in

accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003521" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF $1,000,000.00 over three (3) years**. The aggregate total of compensation constitutes the total amount authorized for four (4) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage

change for the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance

or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements

required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands,

actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for additional compensation within the fourteen (14) calendar days, Contractor shall not

receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Contractor's written protests to the General Manager,

together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt

from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation,

including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Lydia Perry
Secretary/Treasurer
United Pumping Service, Inc.
14000 E. Valley Blvd.
City of Industry, California 91746

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**UNITED PUMPING SERVICE, INC.:**	
_____	_____	_____	_____
Shivaji Deshmukh General Manager	(Date)	Eduardo C. Perry Jr. Chief Executive Officer	(Date)

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Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1D

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: No Committee Review

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Award Construction Contract for RP-1 DeviceNet Replacement

Executive Summary:

DeviceNet is an industrial communication protocol currently used throughout RP-1; however, the current RP-1 SCADA Migration Project is upgrading RP-1's current SCADA system to a single, integrated plant-wide Rockwell PlantPAx 5.0 Distributed Control System.
The new technology installed as part of the RP-1 SCADA Migration Project will not support DeviceNet. DeviceNet is becoming obsolete and better protocols such as Ethernet are available. The option of adding the DeviceNet replacement to the RP-1 SCADA Migration Project was evaluated however it would have significantly delayed the project schedule. The purpose of this project is to replace all devices using DeviceNet at RP-1.
On May 21, 2024, IEUA issued an invitation for bids to the under $2,000,000 pre-qualified contractors. On July 23, 2024, IEUA received three construction bids. LEED Electric, Inc. was deemed the lowest responsive, responsible bidder with a bid price of $1,661,810. The Engineer's estimate was $1,800,000.

Staff's Recommendation:

Staff recommends that the Board:

1. Award a construction contract for the RP-1 DeviceNet Replacement, Project No. EN23000, to LEED Electric, Inc. in the amount of $1,661,810; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval* 1,661,810

Account/Project Name: EN23000.00/RP-1 DeviceNet Replacement Project

Fiscal Impact (explain if not budgeted):

The DeviceNet Replacement Project has an approved Fiscal Year 2024/25 budget of $1,000,000 and an approved total project budget of $4,246,416 in the Regional Wastewater Operations and Maintenance (10800) Fund. This action is covered by the approved budget. The funding source for the project includes sewer rates, property taxes, and capital replacement reserves.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Prior Board Action:

On February 15, 2023, the Board of Directors awarded consulting engineering services for RP-1 DeviceNet Replacement, Project No. EN23000, to Eramosa International Inc. for the not-to-exceed amount of $465,918.

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Contract

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Award Construction Contract for RP-1 DeviceNet Replacement Project No. EN23000

Pierre Cayatte, P.E.
Senior Engineer
September 2024

Project Location: Regional Water Recycling Plant No. 1



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Project Background

- DeviceNet Outdated Communication Interface
- Currently Used at RP-1
- No Longer Supported



Fig 3.1: Programmable Logic Controller Cabinet

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Project Scope of Work

- Upgrade to Ethernet Communication
- Replace Existing Equipment



Fig 4.1: Motor Control Center



Fig 4.2: Electronic Overload Relay



Fig 4.3: Variable Frequency Drive



Fig 4.4: Power Monitor

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Contractor Selection

- May 21, 2024: Solicitation Posted
  —63 calendar days, 42 working days
- July 23, 2024: Three bids received

Bidder's Name	Bid Amount
LEED Electric, Inc.	$1,661,810
Big Sky Electric, Inc.	$1,816,000
Southern Contracting Company	$1,965,000
Engineer's Estimate	**$1,800,000**

Project Budget and Schedule

Description	Estimated Cost
Design Services	***$623,484***
Design Consultant Contract (actual)	$465,918
IEUA Design Services	$157,566
Construction Services	***$2,140,505***
Engineering Services During Construction	$146,335
Construction Services (~10%)	$166,180
Construction Contract (this action)	$1,661,810
Contingency (~10%)	$166,180
Total Project Costs:	**$2,763,989**
Total Project Budget:	**$3,183,563**

Project Milestone	Date
Construction	
Construction Contract Award	September 2024
Construction Completion	February 2026

Staff's Recommendation

1. Award a construction contract for the RP-1 DeviceNet Replacement, Project No. EN23000, to LEED Electric, Inc. in the amount of $1,661,810; and

2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

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

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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CONTRACT AGREEMENT NUMBER: 4600003523
FOR
REGIONAL WATER RECYCLING PLANT NO.1 DEVICENET REPLACEMENT PROJECT
EN23000

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____day of_____, 20__, by and between _LEED Electric, 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 RP-1 DeviceNet Replacement Project, Project No. EN23000.00 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 **$1,661,810.00** (One Million Six Hundred Sixty-One Thousand, Eight Hundred and Ten Dollars and Zero 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

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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 five hundred and eleven (511) 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.

I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

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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*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

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

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

By _____
General Manager

CONTRACTOR

By Signed by: Jeffrey Rua 8/14/2024
29D2B7506FFA499...

Vice President
Title

* *A Municipal Water District*

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1E

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: No Committee Review

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Award Service Contract for Headquarters Workspace Improvements

Executive Summary:

The Agency's headquarters facilities currently support 154 staff members within an outdated cubicle layout that presents several challenges. These challenges include the discontinuation of the current cubicle model, material availability issues, and some workspaces failing to meet Americans with Disabilities Act (ADA) standards. To address these issues and ensure a high-functioning workplace, the Facilities Management Unit recommends a comprehensive update and replacement of the existing cubicles.

In collaboration with G|M Business Interiors, we plan to secure competitive pricing on new materials and layout designs. The proposed new cubicle layout aims to enhance workspace functionality and ADA compliance, providing innovative styles that promote collaboration and creativity, along with spaces conducive to focus and privacy.

This upgrade will incorporate modern technological enhancements and increase the total number of cubicle spaces to 192 units, effectively ensuring ADA compliance and improving workspace efficiency. By leveraging the cooperative "piggyback" contract program, we have ensured a cost-effective solution that provides the best value for government spending.

Staff's Recommendation:

Staff recommends that the Board:

1. Award a service contract for Headquarters Workspace Improvements, Project No. FM25008 to G|M Business Interiors for the not-to-exceed amount of $1,900,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name: Project FM25008 Headquarters Workspace Improvements

Fiscal Impact (explain if not budgeted):

The Project Number FM 25008 Headquarters Workspace Improvements has an approved FY2024/2025 budget of $2,700,000 in the Capital Fund 10200. This action is covered by the approved budget.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Contract



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Award Service Contract for Headquarters Workspace Improvements

Frank Sotomayor
Facilities Program Supervisor
September 2024

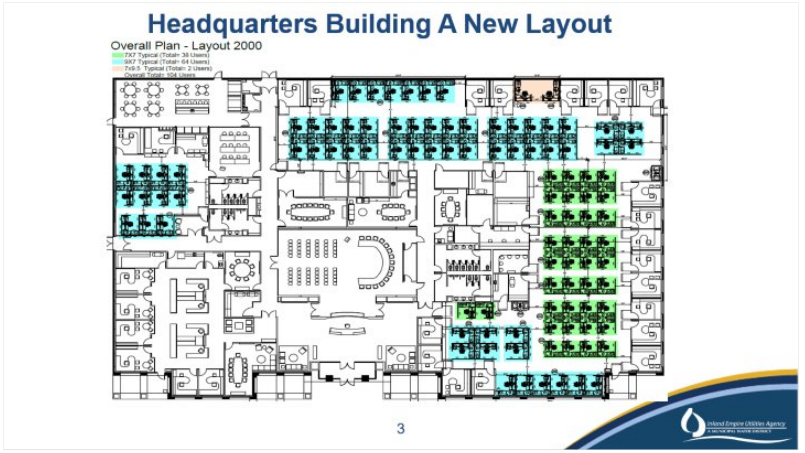
Headquarters Workspace

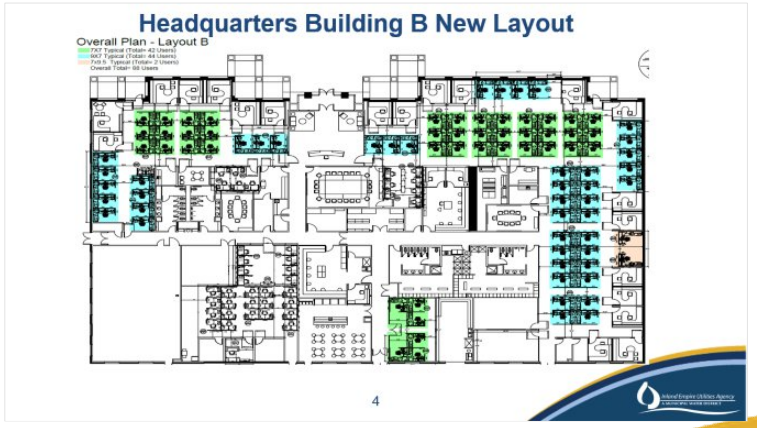
- Facilities Management workspace constraints
  - —Discontinuation of the current cubicle model
  - —Agency-owned inventory exhausted
  - —Unsuitable workspace for staff
- Expected Project Outcomes
  - —Increased space utilization
    - 146 to 192 cubicle units
  - —Modern esthetics, ergonomics, and ADA workspaces
  - —Conference pods for both buildings





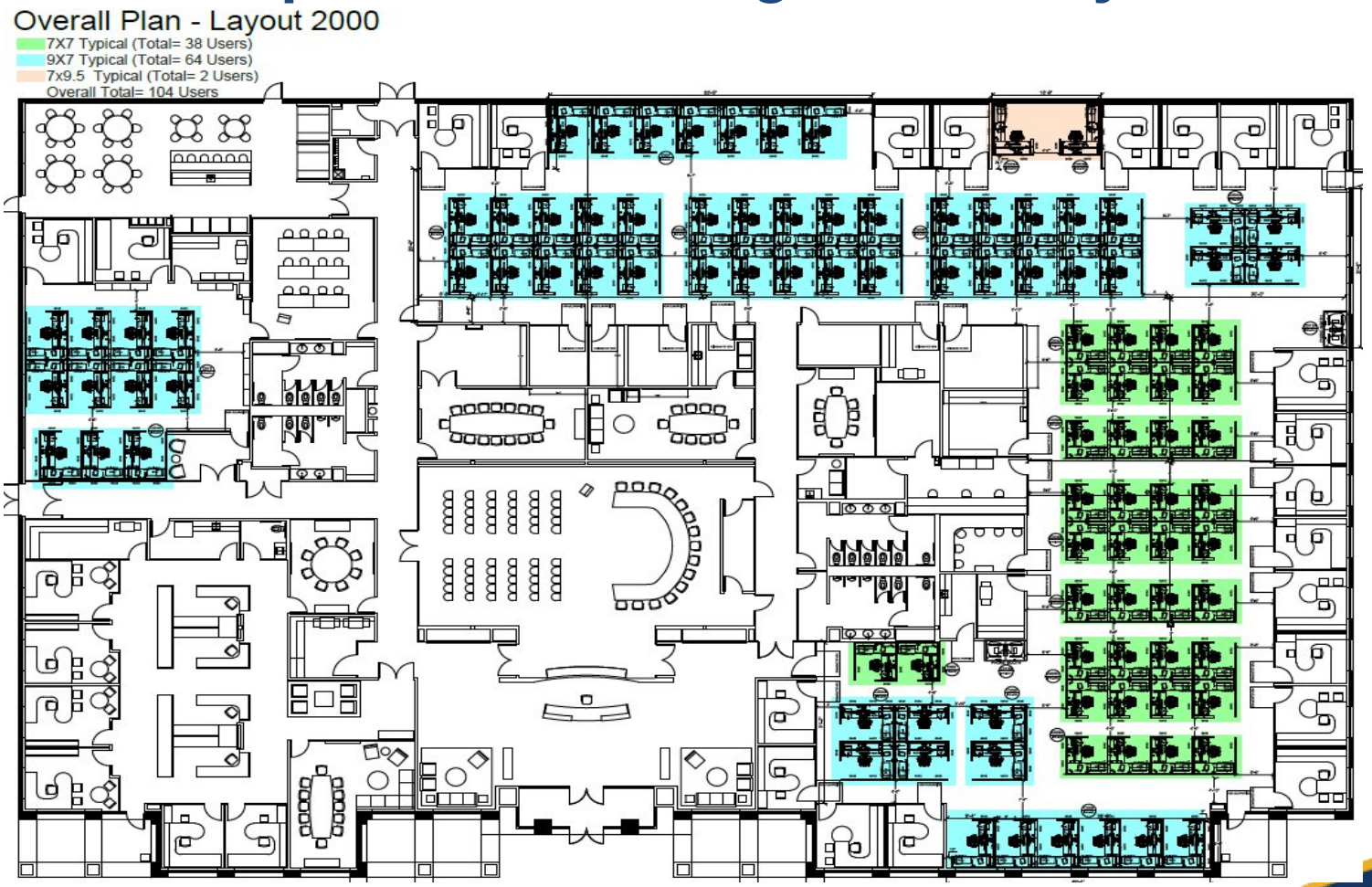
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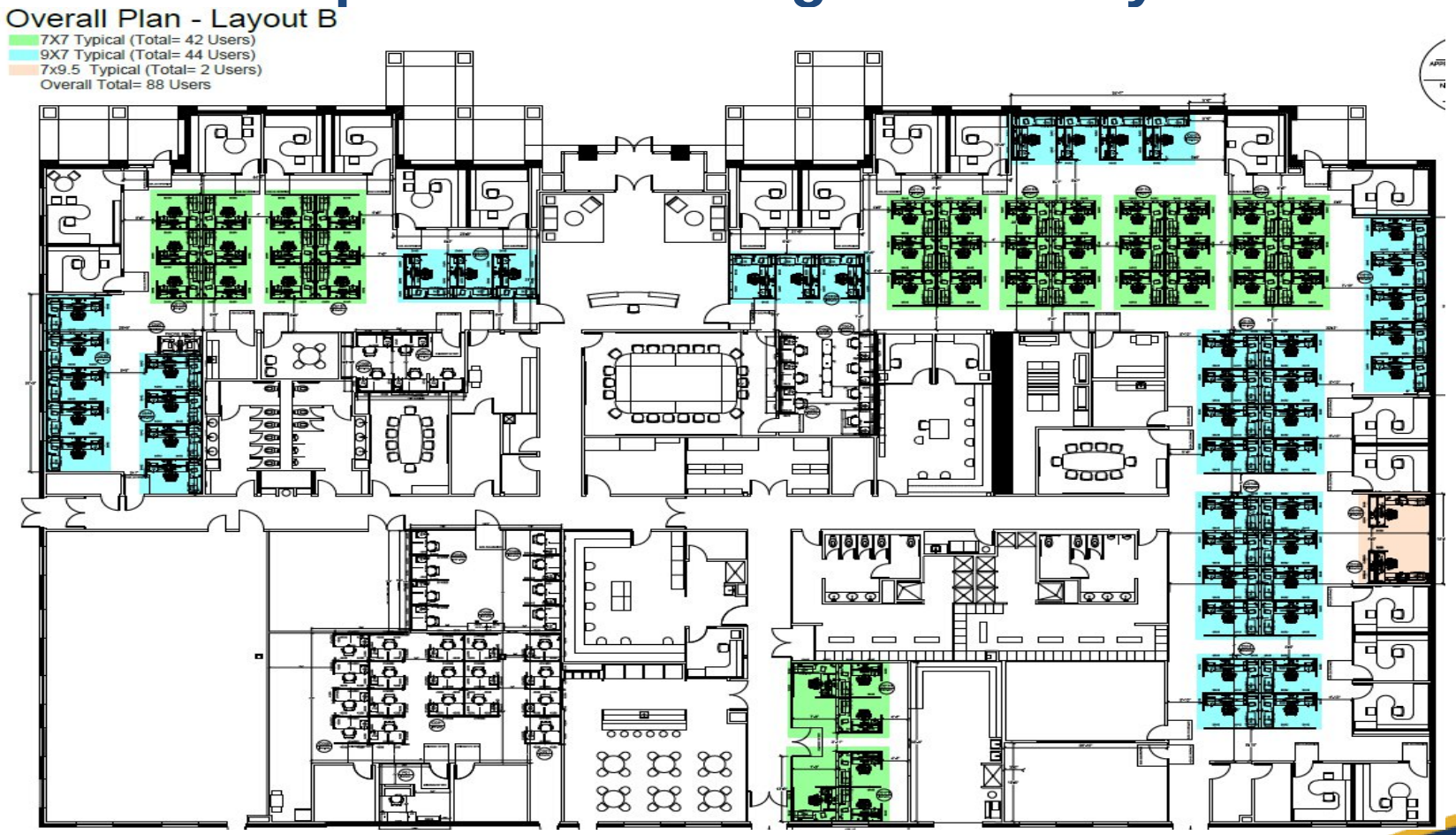
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Headquarters Building A New Layout



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Headquarters Building B New Layout



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New Workspace Layouts





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Partnership Agreement

- Collaborated with G|M Business Interiors
  - —Review building square footage
  - —Maximize the layout
  - —Include new technology enhancements
- Cooperative “Piggyback” Contract Agreement
  - —Publicly competed pricing
    - Materials and design layouts
  - — Contracted vendor
    - Orange County, San Diego County, and Riverside County



Project Budget and Schedule

Description	Estimated Cost
Construction	***$2,552,000***
Workspace Replacements	$1,900,000
Building Improvements	$420,000
Contingency (10%)	$232,000
Other Costs (IEUA Services):	***$88,000***
Information Technology (IT) Services	***$80,000***
Contingency (10%)	***$8,000***
Total Project Cost	***$2,640,000***
Total Project Budget	***$2,700,000***

Project Milestone	Date
Construction	
Construction Contract Award	September 2024
Construction Completion	January 2025

Staff's Recommendation

1. Award service contract for Headquarters Workspace Improvements, Project No. FM25008 to G|M Business Interiors for the not-to-exceed amount of $1,900,000; and

2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Service Contract for Agency Cubicle Replacement is consistent with ***IEUA's Business Goal of Business Practice***
IEUA will be ethical, cost-effective, and apply environmentally sustainable regional planning principles in all aspects of business and public service.

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CONTRACT NUMBER: 4600003528
FOR
FURNITURE PROCUREMENT, REMOVAL AND INSTALLATION

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "Agency" or “IEUA”), and G/M Business Interiors), located in Riverside, California (hereinafter referred to as "Contractor"), for procurement, removal, and installation of furniture at HQ-A and HQ-B.

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

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

Project Manager:	Frank Sotomayor
Company Name:	Inland Empire Utilities Agency
Address:	6075 Kimball Avenue Chino, CA 91708
Telephone:	909-306-6154
Email:	fsotomayor@ieua.org

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

Contractor:	Aaron Ellis
Company Name:	G/M Business Interiors
Address:	1099 W. Cadena Drive Riverside, CA 92501
Telephone:	800-686-6583
Facsimile:	951-684-0837
Email:	aellis@gmbi.net

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

   A. Amendments to Contract Number 4600003528
   B. Contract Number 4600003528 General Terms and Conditions.
   C. Contractor's proposal dated August 9, 2024, **Exhibit A**.

4. SCOPE OF WORK AND SERVICES: The Contractor has overall responsibility for and shall provide and furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the work, or any phase of the work, in accordance with the Agency's requirements and the terms of the Contract documents with the following:

   A. Contractor shall provide all services as outlined and specified in **Exhibit A**, at the prices stated in Regional Cooperative Agreement Contract# RCA-017-22010154 between the County of Orange and Goforth & Marti dba G/M Business Interiors (herein referred to as "RCA").

   B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the timeframe of this contract. The Schedule of Work and Services will be prepared and submitted to the Project Manager, for review and approval.

   C. Method of Inspection:

      1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.

      2. The Project Manager will be responsible for performance of the inspections.

      3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

   D. Cure Procedure:

      1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within five (5) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

      2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within ten (10) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

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3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

E. The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

5. TERM: The initial term of this Contract is for eight (8) months beginning **September 18, 2024**, through **June 30, 2025**, or until services are completed whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

A. Agency shall pay Contractor's once-monthly, properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's invoice, for a total contract price NOT-TO-EXCEED **$1,900,000.00** for all services satisfactorily provided during the term of this Contract.

C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

1. The Contract Number – 4600003528, and
2. The Contract Release Purchase Order Number – 4500043150
3. Contractor **must** accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency

The preferred method of receiving invoices is electronic. The Contractor should submit invoices by email & such invoices shall be submitted as follows:

APGroup@ieua.org

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D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.

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

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

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

8. PRICE ADJUSTMENT: RESERVED

9. FITNESS FOR DUTY:

A. Fitness: Contractor on the jobsite:

1. Shall report for work in a manner fit to do their job.

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

4. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the jobsite and shall immediately

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remove from the jobsite any employee determined to be in violation of these requirements. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

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

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

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

2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

C. Confined Space Work:

1. Precautions and Programs:

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

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

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

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

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

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

3) All other property at the site.

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

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

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

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

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

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

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1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Reserved

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

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

1. Commercial General Liability and Automobile Liability Coverage

   a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

   b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers,

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officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Risk Management
P.O. Box 9020
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

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

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

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

D. Subcontract Services: Any subcontractors for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.

E. Grant/Loan Funded Projects: This project **Is Not** grant-funded.

F. Work Safety: Contract work requiring confine space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA, for approval, prior to the Contractor's mobilization to the work site:

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(1) Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and,

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

G. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit $25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

H. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.

I. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

J. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.

K. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

L. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran

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status, or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

M. Non-Conforming Work and Representation: Contractor represents that the Work and Documentation shall conform to the specifications described in the Contract. For a period of not less than one (1) year after acceptance of the completed work, Contractor shall, at no additional cost to the Agency, correct any and all errors in and non-conforming Work or Documentation regardless of whether any such errors or non-conforming Work or Documentation is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or non-conforming Work that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract. The Contractor's liability, with respect to any claims arising out of the Work and the Contractor, shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

N. Disputes:

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

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision.

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

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

   a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

   c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

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O. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

P. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

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

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

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14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.

3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

4. Notwithstanding anything to the contrary herein, Contractor’s Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor’s prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party’s use of the reused materials or documents.

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

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15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Laurinda P. Easley, President, CEO, Secretary
G/M Business Interiors
1099 W. La Cadena Drive
Riverside, CA 92501

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal

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without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.

21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.

22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.

23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if

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required, to account for such changes and shall be set forth with the Contract Amendment.

24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.

25. PARTICIPATING PUBLIC AGENCIES: It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the duration of the term of the agreement with IEUA and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to contractor. IEUA will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

26. LIQUIDATED DAMAGES: There are no liquidated damages.

27. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.

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

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

The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

_____ _____
Shivaji Deshmukh, P.E. (Date)
General Manager

G/M BUSINESS INTERIORS):

Signed by:
Lawrinda P. Easley
9EA788682F424AE...

_____ 8/28/2024
President/CEO/Secretary (Date)

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1F

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Award Contract for Project Management Services for Enterprise Resource Planning Software (Finance & Admin)

Executive Summary:

With the end of life of the current Enterprise Resource Planning (ERP) system approaching in 2027, the replacement of the existing system will be a multi-year project involving every department in the Agency, with the intent of improving business processes, software selection, procurement, and implementation. The process will be done in three key phases, improving effectiveness and efficiency through human capital management, enterprise resource planning, and enterprise asset management.

To successfully navigate the selection, procurement, and implementation of a new Enterprise Resource Planning, staff recommends engaging SDI Presence who has over 25 years of experience serving over 200 public sector clients. Utilizing the experience of SDI Presence, the team will be able to make an informed decision when selecting replacement systems, as well as in architecture optimization, functionality configuration, data migration, testing, user training, and performance monitoring. Their experience with various ERP systems and industries ensures best practices and successful project management.

SDI Presence will offer the Agency objective and independent project management services. The project will be done in phases. The first phase will be the implementation of human capital management which will include time and attendance, benefits management, learning management, and payroll at a cost of $234,780. Phase 2 will be the enterprise resource planning system, which is the core financials, accounts payable, accounts receivable, budgeting, and cash management at a cost of $461,765. The final phase will be enterprise asset management, including a computerized maintenance management system, asset performance management, and asset lifecycle management at a cost of $399,195. The total project management services cost will be $1,095,740.

Staff's Recommendation:

Staff recommends that the Board:

1. Award a contract for project management services to SDI Presence for enterprise resource planning software for the not-to-exceed amount of $1,095,740 for a five-year term with an option for two one-year extensions; and
2. Authorize the General Manager to approve the purchase agreement, subject to non-substantive changes.

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

Approval 1,140,285

Account/Project Name: IS25004 ERP Implementation

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Contract

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Award Contract for Project Management Services for Enterprise Resource Planning Software

Angel Cisneros
Manager of Information Technology
September 2024

Enterprise Resource Planning (ERP) Background

- Current ERP System
  - —Financial Operations
  - —Human Resources and Payroll
  - —Plant Maintenance Operations
  - —Project Management Operations
  - —End of Life in 2027
- ERP Assessment – 2023
  - —Comprehensive Review
  - —Identified Gaps
  - —Provided Recommendations
- Assessment Report
  - —Hybrid Software Approach
  - —3 Phase Implementation



ERP Replacement Plan

Phase 1

Human Capital Management

- Time and Attendance
- Benefits Management
- Learning Management
- Payroll

Phase 2

Enterprise Resource Planning

- Accounts Payable
- Accounts Receivable
- Budgeting
- Cash Management

Phase 3

Enterprise Asset Management

- Computerized Maintenance Management System
- Asset Performance Management
- Asset Lifecycle Planning



Consultant

- SDI Presence
  - —25 Years of Experience
  - —Specializing in the Public Sector
  - —Independent Guidance
- Assessment Report
  - —50 Hours of Meeting with Staff
  - —Documented Business Processes
  - —Recommended Enhancements
  - —Best Practices
  - —Understand the Needs of the Agency
  - —Reduced Start Time



Project Services and Cost

Description	Estimated Cost
Project Management Services	
Phase 1 - HCM	$234,780
Phase 2 - ERP Financials	$461,765
Phase 3 - EAM	$399,195
Total Cost	$1,095,740



Project Budget and Schedule

Description	Estimated Cost
Phase 1 - HCM	
5 Year Licensing Cost	$1,398,719
Implementation Cost (HCM)	$1,323,800
Project Management (ERP)	$1,095,740
Project Cost	$3,818,259
ERP Replacement Budget	$10,000,000
Total Budget Remaining	$6,181,743

Milestone	Date
Approve Contract	September 2024
Phase 1 - HCM	Winter 2026
Phase 2 - ERP Financials	Summer 2027
Phase 3 - EAM	Winter 2027

Staff's Recommendation

1. Award a contract for project management services to SDI Presence for enterprise resource planning software for the not-to-exceed amount of $1,095,740 for a five-year term with an option for two one-year extensions; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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CONTRACT NUMBER: 4600003529
FOR
PROJECT MANAGEMENT SERVICES FOR ERP SOFTWARE

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "Agency" or "IEUA"), and SDI Presence LLC, located in Chicago, Illinois (hereinafter referred to as "Contractor"), to provide project management services for Enterprise Resource Planning (ERP) software.

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

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

Project Manager:	Matthew Hanson
Company Name:	Inland Empire Utilities Agency
Address:	6075 Kimball Avenue Chino, CA 91708
Telephone:	909-993-1632
Email:	mhanson@ieua.org

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

Contractor:	Patrick Griffin, Managing Director
Company Name:	SDI Presence LLC
Address:	200 E. Randolph Street, Suite 3550 Chicago, IL 60601
Telephone:	714-975-4150
Email:	pgriffin@sdipresence.com

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

   A. Amendments to Contract Number 4600003529
   B. Contract Number 4600003529 General Terms and Conditions.
   C. Contractor's proposal dated, August 19, 2024, **Exhibit A**.

4. SCOPE OF WORK AND SERVICES: The Contractor has overall responsibility for and shall provide and furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the work, or any phase of the work, in accordance with the Agency's requirements and the terms of the Contract documents with the following:

   A. Scope of Work and Technical Specifications in accordance with **Exhibit A**.

   B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the timeframe of this contract. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.

   C. Method of Inspection:

      1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.

      2. The Project Manager will be responsible for performance of the inspections.

      3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

   D. Cure Procedure:

      1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within five (5) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

      2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within ten (10) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

      3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

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E. The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

5. TERM: The initial term of this Contract is five (5) years beginning **September 18, 2024,** through **September 17, 2029,** with fixed pricing. Additionally, the Consultant shall agree to allow the Agency, at the Agency's sole discretion, to extend this contract up to two (2) one-year periods for a total aggregate contract term of seven (7) years.

6. PAYMENT, INVOICING, AND COMPENSATION:

A. Consultant shall invoice the Agency **once monthly** with a properly executed invoice. The invoice shall include the name of assigned personnel, the fully burdened hourly billing rate, dates worked, a brief description of the work, project number, as well as the Contract Number 4600003525 for payment.

B. Invoices covering the services for the month of June must not include billing for any dates worked beyond June 30. Any invoice with dates beyond June 30, will be rejected, requiring revised billing dates, and be resubmitted to the Agency.

C. Properly executed invoices will be approved by the Project Manager within thirty (30) days following **the receipt** of the invoice by IEUA. Payment shall be withheld for any service which does not meet Agency requirements or has proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager.

D. As compensation for the Work performed under this Contract, Agency shall pay Contractor's invoice, for a total contract price NOT-TO-EXCEED **$1,095,740** for all services satisfactorily provided during the term of this Contract.

E. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

1. The Contract Number – 4600003529, and
2. The Contract Release Purchase Order Number – 4500043154
3. Contractor **must** accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency

The preferred method of receiving invoices is electronic. The Contractor should submit invoices by email & such invoices shall be submitted as follows:

APGroup@ieua.org

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F. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.

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

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

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

8. PRICE ADJUSTMENT: RESERVED

9. FITNESS FOR DUTY:

A. Fitness: Contractor on the jobsite:

1. Shall report for work in a manner fit to do their job.

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

4. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the jobsite and shall immediately

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remove from the jobsite any employee determined to be in violation of these requirements. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

B. California Department of Industrial Relations: RESERVED

C. Confined Space Work:

1. Precautions and Programs:

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

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

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

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

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

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

3) All other property at the site.

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

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

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

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

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

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

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

1. Commercial General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees

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to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Risk Management
P.O. Box 9020
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

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

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

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C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

D. Subcontract Services: Any subcontractors for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.

E. Grant/Loan Funded Projects: This project **Is Not** grant-funded. *[For Federal/State grant/loan-funded projects, the Contractor shall be responsible to comply with all grant requirements related to the Project. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review. Federal funds have additional requirements. See Exhibit B]*

F. Work Safety: Contract work requiring confine space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA, for approval, prior to the Contractor's mobilization to the work site:

(1) Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and,

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

G. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit $25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

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H. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.

I. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

J. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.

K. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

L. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status, or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

M. Non-Conforming Work and Representation: Contractor represents that the Work and Documentation shall conform to the specifications described in the Contract. For a period of not less than one (1) year after acceptance of the completed work, Contractor shall, at no additional cost to the Agency, correct any and all errors in and non-conforming Work or Documentation regardless of whether any such errors or non-conforming Work or Documentation is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or non-conforming Work that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable

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and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract. The Contractor's liability, with respect to any claims arising out of the Work and the Contractor, shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

N. Disputes:

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

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

   a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency

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shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

O. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

P. Prevailing Wage Requirements: RESERVED

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

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13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.

3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

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Contractor: Sharee L. Wolff, Chief Financial Officer
SDI Presence LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601

Any notice given hereunder shall be deemed effective (i) in the case of personal delivery, upon receipt thereof, (ii) in the case of electronic mail, at the time of transmission, or (iii) in the case of mailing, at the moment of deposit in the course of transmission through the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.

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21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.

22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.

23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.

24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.

25. PARTICIPATING PUBLIC AGENCIES: It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the duration of the term of the agreement with IEUA and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to contractor. IEUA will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

26. LIQUIDATED DAMAGES: There are no liquidated damages.

27. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.

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

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

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The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY: *(A MUNICIPAL WATER DISTRICT)*		**SDI PRESENCE LLC:**	
_____	_____	Signed by: Sharee L. Wolff	8/29/2024
Shivaji Deshmukh, P.E. General Manager	(Date)	Sharee L. Wolff Chief Financial Officer	(Date)

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EXHIBIT A

August 21, 2024

Mr. Angel Cisneros – Manager of Information Technology
Inland Empire Utilities Agency
6075 Kimball Ave
Chino, CA 91708

Re: Technology Advisory and Consulting Support Services Proposal

Dear Mr. Cisneros,

SDI Presence LLC (SDI) is pleased to provide this letter proposal to Inland Empire Utilities Agency (Agency) for the provision of advisory and consulting support services to assist the Agency with several of its upcoming technology related projects.

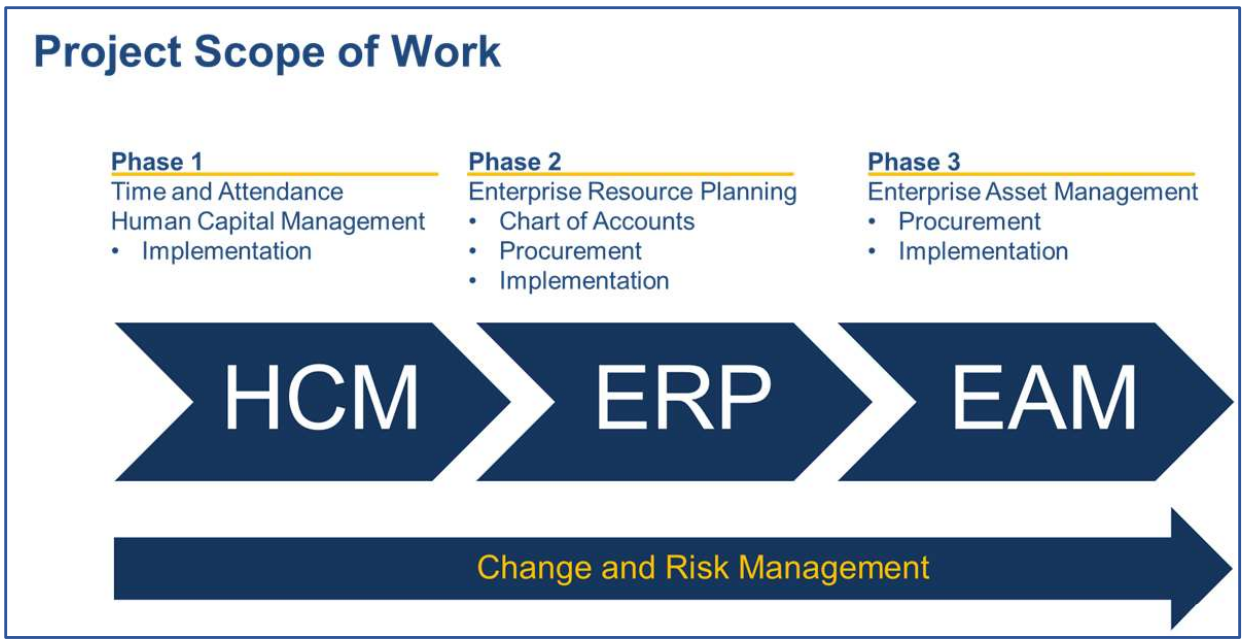
SDI is an IT consultancy and managed services provider founded in 1996. The company provides management consulting services focused exclusively on helping public sector agencies useand manage technology. Over the past 25+ years, the SDI advisory team has supported IT assessments, strategic/master plans, procurements, and implementation projects for over 200 clients. And, as you are aware, SDI recently completed a comprehensive analysis and assessment of IEUA's existing Enterprise Resource Planning (ERP) application.

On April 16, 2024, SDI met with IEUA leadership to discuss the conclusions and recommendations coming out of the recently completed ERP assessment project. During that meeting, SDI presented information about next steps with regard to the current ERP system, including a set of procurement alternatives for consideration. After discussion regarding the ERP system, along with discussion regarding other IT initiatives underway or in planning, the Agency requested a proposal from SDI that would provide support to IEUA with these critical technology initiatives.

In order to ensure that the various potential projects are being managed in an orderly and efficient manner, the IEUA client account will be overseen directly by Patrick Griffin, Managing Director of SDI's Advisory & Consulting practice. This level of oversight will enable for potential resource sharing across major Tasks, along with ensuring that IEUA management and SDI executive management are kept fully informed on project activities, status, and outcomes.

SDI's proposed scope of work addresses IEUA's project approach, which entails three (3) major milestones along with continuous change management support activities throughout the milestones. The IEUA graphic on the following page illustrates SDI's scope of work.

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Phase 1 – Human Capital Management

Task 1.1 - Time and Attendance System Implementation Support

Overview: Provide a part-time project manager to support implementation of the new system already identified by IEUA.

Details: SDI will provide a part-time project management resource to support the Agency's efforts during new system implementation. We recommend budgeting for 10 hours per week over an anticipated 26-week implementation timeline; however, actual level of effort will likely change based on the vendor selected and their implementation schedule.

Level of Effort: Project management (utilizing 10 hours per week for 26 weeks) will entail 260 hours at a cost of $55,900.

Task 1.2 - HCM Implementation Project Management

Overview: Provide a part-time project manager to support the new system implementation.

Details: SDI will provide IEUA with a part-time project manager to oversee the implementation of the Agency's replacement HCM system. The PM will work closely with Agency staff and the selected vendor's project management implementation team to help ensure a successful implementation and optimization of new system features and functionality. For the entire ERP project, we recommend budgeting for 8 hours per week over an anticipated 104-week (2 year) implementation timeline; however, actual level of effort will likely change based on the vendor selected and their implementation schedule.

Level of Effort: Project management of the HCM portion of the ERP implementation project (utilizing approximately 8 hours per week for 104 weeks) will entail 832 hours at a cost of $178,880.

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Phase 2 – Enterprise Resource Planning (ERP) System

Task 2.1 - Chart of Accounts Updating

Overview: Provide a consultant with experience and expertise in Finance to assist Agency staff to analyze, potentially streamline / simplify, and design a revised chart of accounts to be utilized with the new ERP system.

Details: SDI will provide a resource with significant experience in public sector finance and significant knowledge of contemporary ERP solutions, who can effectively analyze the Agency's current chart of accounts (COA). Our resource will meet with key stakeholders throughout the organization to determine the critical and highest-level needs for the updated COA, including pain points in extracting data using the current system's COA. We will then work with IEUA's Finance team to develop a chart of accounts that will address user's concerns, maintain necessary reporting requirements, reduce duplicative account numbers across the organization, and consolidate accounts, with the goal of creating a COA that is useable and expandable as needs warrant.

Level of Effort: SDI estimates this process will entail approximately 110 hours to complete at a cost of $23,900.

Task 2.2 - ERP (Financials) Procurement

Overview: Provide an ERP consultant resource to complete a high-level needs assessment, RFP, and vendor selection for a replacement ERP system. This task would include:

- Discussion / workshops with Finance team regarding available systems on the market that would meet the needs of the Agency
- Development and deliver a set of standard functional requirements for review and modification by Agency team, utilizing information from the workshops and from the prior work completed by SDI
- Request for Proposal development, vendor evaluation and selection assistance, and contract negotiations with selected vendor

Details: SDI will complete the procurement process for a replacement ERP system to replace the current SAP product. SDI will utilize the work products from the recently completed ERP Analysis and Assessment project. Utilizing the outcome of this report will reduce the level of effort for requirement definition, and this has been taken into account in SDI's estimate for this Task.

Level of Effort: This task will require 372 hours at a cost of $80,105.

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Task 2.3 – ERP (Financials) Implementation Project Management

Overview: Provide a part-time project manager to support the new system implementation.

Details: SDI will provide IEUA with a part-time project manager to oversee the implementation of the Agency's replacement ERP system. The PM will work closely with Agency staff and the selected vendor's project management implementation team to help ensure a successful implementation and optimization of new system features and functionality. We recommend budgeting for 16 hours per week over an anticipated 104-week (2 year) implementation timeline; however, actual level of effort will likely change based on the vendor selected and their implementation schedule.

Level of Effort: Project management (utilizing 16 hours per week for Financials portion of ERP for 104 weeks) will entail 1,664 hours at a cost of $357,760.

Phase 3 – Enterprise Asset Management (EAM) System

Task 3.1 - Facilitate EAM Solution Awareness / Education

Overview: Provide a resource experienced in EAM / EAM to conduct a framework / scoping workshop to begin the process of educating and informing Agency staff about the future replacement of the current software system. This task would include the following activities:

- Scoping workshop with affected Agency staff
- Facilitation of scripted vendor demonstrations with selected software firms
- Formalization of requirements in anticipation of an RFP for a new system
- Development of a project plan and timeline for the procurement and implementation of the new system

Details: SDI will provide two consultant resources to work with identified Agency staff to begin exploring the potential replacement of IEUA's current EAM/EAM solution. The first efforts of this Task will be a scoping workshop with affected staff to provide them with an overview of what is available in the EAM/EAM marketplace. The intent of this first effort is to help educate the IEUA end users about the market and what features and functionality contemporary solution providers have made available in their systems.

Following this, SDI will meet with the Agency's project team to work with the team in the development of scripted vendor demonstrations that will be provided to identified EAM/EAM solution providers, after which vendor demonstrations will take place.

Upon completion of the demonstration activities, SDI will develop a comprehensive set of system requirements, which will be utilized during Task 7 (EAM Procurement).

Finally, SDI will develop an overall project plan and timeline for the procurement and subsequent implementation of a replacement EAM system.

Level of Effort: Task 6 activities will entail 117 hours of effort for a cost of $25,380.

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Task 3.2 - EAM Procurement

Overview: Provide a EAM consultant resource to complete a needs assessment, RFP, and vendor selection for a replacement EAM system. This task would include:

- Discussion / workshops with EAM users regarding available systems on the market that would meet the needs of the Agency
- Development of functional requirements for review and modification by Agency team, utilizing information from the workshops and from the prior work completed by SDI
- Request for Proposal development, vendor evaluation and selection assistance, and contract negotiations with selected vendor

Details: SDI will complete the procurement process for a replacement EAM system. SDI will utilize the work completed in Task 6 above as a basis for the procurement activities. Utilizing the requirements developed in Task 6 will satisfy the need for requirements definition, and this has been taken into account in SDI's estimate for this Task. Specific Task activities will include:

Phase 1 - Initiate

1.1 Project Sponsor Planning Meeting
1.2 Work Plan Development
1.3 Kickoff Meeting

Phase 2 - RFP

2.1 Prepare Draft Request for Proposal (RFP)
2.2 Review Draft RFP With Stakeholders
2.3. Identify and Notify Potential Bidders
2.4 Release RFP

Phase 3 - Select

3.1 Address Vendor Questions
3.2 Prepare Evaluation Committee
3.3 Conduct Initial Screening of Proposals
3.4 Assist with Review and Scoring of Proposals
3.5 Prepare for Proof of Capabilities (POC)
3.6 Facilitate POC Sessions
3.7 Assist with Due Diligence
3.8 Prepare Vendor Selection Report

Phase 4 - Negotiate

4.1 Research Prior Vendor Agreements
4.2 Conduct Initial Agreement Review
4.3 Facilitate Negotiation Strategy Workshop
4.4 Conduct Negotiation Meetings
4.5 Obtain Board Approval

Level of Effort: This task will require 318 hours at a cost of $68,445.

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Task 3.3 - EAM Implementation Project Management

Overview: Provide a part-time project manager to support the new system implementation

Details: SDI will provide IEUA with a part-time project manager to oversee the implementation of the Agency's new EAM system. The PM will work closely with Agency staff and the selected vendor's project management implementation team to help ensure a successful implementation and optimization of new system features and functionality. We recommend budgeting for 16 hours per week over an anticipated 78-week (1.5 year) implementation timeline; however, actual level of effort will likely change based on the vendor selected and their implementation schedule.

Level of Effort: Project management (utilizing 16 hours per week for 78 weeks) will entail 1,248 hours at a cost of $268,320.

Ongoing Change and Risk Management

Task 4.1 - Change Management / Risk Management Consulting

Overview: Provide a resource skilled in change management to identify potential project risks and begin the process of educating staff about the process of change as it relates to new / replacement software systems. This work would naturally need to be closely coordinated with executive leadership in order to ensure messaging to the organization is done appropriately and in the proper sequence and regularity.

Details: SDI will provide a change management subject matter expert to assist the Agency with its change management activities. IEUA has several potential enterprise-wide system enhancements and / or replacements on the horizon or underway, and organization management recognizes that the size and scope of these upcoming projects will require specific and focused attention on organizational change management. SDI will work closely with IEUA's change management sponsor to develop a change management strategy including potential communication tools, end user workshops, and other activities to help the organization begin the process of adapting to the upcoming new system implementation projects.

Level of Effort: SDI suggests budgeting 170 hours for this Task at a cost of $37,050.

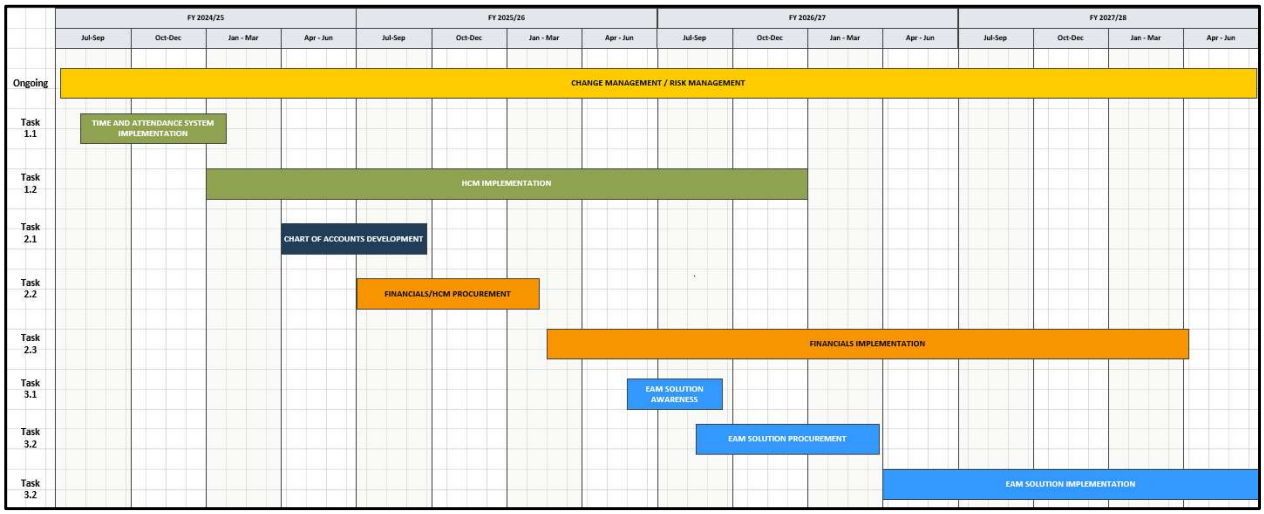
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Project Approach

SDI will be employing a large team of internal resources to staff the various Tasks contained in the overall project, all of whom will be overseen by our Managing Director Patrick Griffin. This approach will allow SDI the ability to quickly engage in specific and focused areas of the project and allow the SDI team to work in parallel on different tasks and activities across the organization. This approach will be critical to achieving the timeline outlined above, and it will be Mr. Griffin's responsibility to actively manage the various activities across the eight Tasks contained in the overall project, while coordinating closely with IEUA management throughout the course of the various project activities.

Potential Project Timeline

Provided below is a potential timeline for the eight Tasks outlined in SDI's proposal. In developing the potential timeline, SDI incorporated comments from the April 16, 2024, meeting with IEUA, wherein Agency staff expressed their desire to complete the implementation of Time & Attendance, Financials & HCM, and a replacement EAM solution by the end of Fiscal Year 2027/28. The potential project timeline incorporates these goals and provides approximately nine months to address potential project delays that will likely present themselves throughout each of the major system implementations.



The ability to maintain this aggressive schedule will be highly dependent on IEUA's ability to meet deadlines for workshop and meeting scheduling, reviewing draft documents throughout the process, and the ability to make critical decisions and reach consensus on important matters that will arise throughout the course of the project.

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Project Cost Summary

Provided below is a summary of the budgeted hours for each of the various Tasks outlined in our proposal.

TASK DESCRIPTION	BUDGETED HOURS	COST
Phase 1 - HCM		
Task 1.1 – Time and Attendance System Implementation Support	260	$55,900
Task 1.2 – HCM Implementation Project Management	832	$178,880
Phase 2 – ERP		
Task 2.1 – Chart of Accounts Updating	110	$23,900
Task 2.2 – ERP (Financials) Procurement	372	$80,105
Task 2.3 – ERP (Financials) Implementation Project Management	1,664	$357,760
Phase 3 - EAM		
Task 3.1 – EAM Solution Awareness / Education	117	$25,380
Task 3.2 – EAM Procurement	318	$68,445
Task 3.3 – EAM Implementation Project Management	1,248	268,320
Change / Risk Management Consulting		
Task 4.1 Change Management / Risk Management Consulting	170	$37,050
Totals	5,091	$1,095,740

SDI will bill monthly for actual hours worked in the prior month. All invoices will contain information listing project activities by SDI resource, hours worked, and detailed descriptions of the tasks and activities. SDI's hourly rate for project resources is $240 for Mr. Griffin & Mr. Hackelman and $215 for all other SDI consultants. The hourly rates include all associated costs including potential travel. SDI does not bill clients for travel time for onsite activities.

We greatly appreciate the opportunity to provide this proposal for consultant support for the technology projects IEUA will be undertaking. We look forward to continuing our partnership with IEUA and appreciate that you have entrusted us to support you throughout the course of the Agency's technology enhancements. If you have any questions about the information contained in our proposal, please feel free to contact either Managing Director Patrick Griffin at pgriffin@sdipresence.com / 714-975-4150, or me directly at thackelman@sdipresence.com / 916-.284-9164.

Sincerely,

Terry L. Hackelman

Terry L. Hackelman
Senior Vice President – West Coast SLED

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1G

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Approve Purchase of Human Capital Management Software for Enterprise Resource Planning Software Phase 1 (Finance & Admin)

Executive Summary:

The end of life of the current Enterprise Resource Planning (ERP) system is approaching in 2027, the replacement of the existing system will be accomplished in phases. The first phase of the process will address Human Capital Management and focus on time and attendance, benefits management, learning management and payroll. Finance and Human Resources department staff developed a list of needs and requirements that consisted of 20 items with over 40 sub-items. The software selection team consisted of individuals from Finance, Human Resources, Payroll, Senior Leadership, and Information Technology. The group met with five software vendors to view their products and understand if and how they could meet the needs and requirements of the Finance and Human Resources department. After several demos and multiple meetings, the group selected SuccessFactors. SuccessFactors is software as a service that has the advantages of accessibility, scalability, and mobility. The software meets the needs of the Agency with its ease of use, intuitive navigation, employee self-service, staffing metric, and learning management modules. Utilizing the vendors from the master services contract that is already in place, AspireHR was selected due to their experience and implementation method.

The Human Capital Management software licensing will be purchased using SAP government at Carahsoft on a GSA contract. The total for five years will be $1,398,719. The software implementation will start with Time and Attendance and be completed by spring of 2025. Followed by core HCM which will include benefits, learning management, and payroll. The software will be thoroughly tested, and staff will begin training both in person and online. The system will go live with Payroll's completion in winter of 2026.

Staff's Recommendation:

Staff recommends that the Board:

1. Approve the purchase of Human Capital Management software from SuccessFactors through Carahsoft for the not-to-exceed amount of $1,398,719 for a five-year period; and
2. Authorize the General Manager to approve the purchase agreement, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval* $1,398,719

Account/Project Name: IS24003 - HRIS Replacement

Item No: 494

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Quote



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Approve Purchase of Human Capital Management Software for Enterprise Resource Planning Software Phase 1

Angel Cisneros
Manager of Information Technology
September 2024

ERP Replacement Plan

Phase 1

Human Capital Management

- Time and Attendance
- Benefits Management
- Learning Management
- Payroll

Phase 2

Enterprise Resource Planning

- Accounts Payable
- Accounts Receivable
- Budgeting
- Cash Management

Phase 3

Enterprise Asset Management

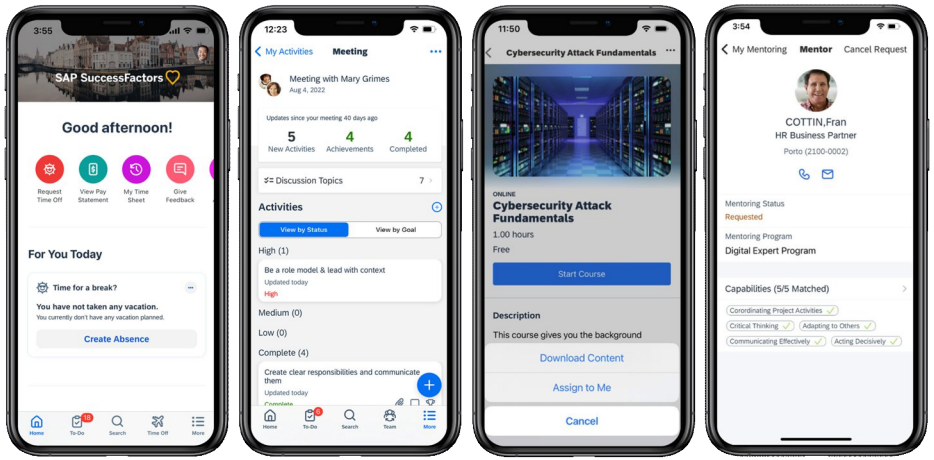
- Computer Maintenance Management System
- Asset Lifecycle Planning
- Capital Planning



Software Selection

- Needs & Requirements
  - —Ease of Use
  - —Intuitive Navigation
  - —Employee Self Service
  - —Staffing Metrics
  - —Learning Management
- Software Selection Team
  - —Finance
  - —Payroll
  - —Human Resources
  - —Senior Leadership
  - —Information Technology
- Master Services Contract Vendors
  - —AspireHR

- Software Demos
  - —Dayforce
  - —Infor
  - —Paycom
  - —SuccessFactors
  - —Workday



Software Implementation



Spring 2025	Summer 2025	Winter 2026
Exempt Staff Non-Exempt Staff	Employee Central Benefits Management Learning Management	Go-Live

Project Budget and Schedule

Description	Estimated Cost
Phase 1 - HCM	
5 Year Licensing Cost	$1,398,719
Implementation Cost (HCM)	$1,323,800
Project Management (ERP)	$1,095,740
Total Project Cost	$3,818,259
ERP Replacement Budget	$10,000,000
Total Budget Remaining	$6,181,743

Milestone	Date
Approve Licensing & Implementation	September 2024
Time & Attendance	Spring 2025
Core HCM	Summer 2025
Payroll	Winter 2026

Staff's Recommendation

1. Approve the purchase of Human Capital Management software from SuccessFactors through Carahsoft for the not-to-exceed amount of $1,398,719 for a five-year period; and
2. Authorize the General Manager to approve the purchase agreement, subject to non-substantive changes.

GOVERNMENT - PRICE QUOTATION

SAP GOVERNMENT AT CARAHSOFT

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TO:
Matthew Hanson
Business Systems Analyst
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

EMAIL: mhanson@ieua.org

PHONE: (909) 993-1632

FROM:
Julian Santomauro
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Julian.Santomauro@carahsoft.com

PHONE: (571) 591-6424

TERMS:
GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	48097761
QUOTE DATE:	06/13/2024
QUOTE EXPIRES:	08/30/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$214,201.04
TOTAL QUOTE:	$214,201.04

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		BASE YEAR				
1	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 08/31/2024 End Date: 03/02/2025	$34.4211	GSA	400	$13,768.44
2	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 08/31/2024 End Date: 03/02/2025	$38.6842	GSA	1,000	$38,684.20
3	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1 -Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 08/31/2024 End Date: 03/02/2025	NSP	GSA	1	$10,699.35
4	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 08/31/2024 End Date: 03/02/2025	$4,896.0211	GSA	1	$4,896.02
5	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 03/03/2025 End Date: 08/30/2025	$37.5789	GSA	1,000	$37,578.90
6	8008642a-611	SAP SuccessFactors Employee Central Payroll (1-2000 Tier; Block of 1 User; Per Year) SAP Industries, Inc. - 8008642a Start Date: 03/03/2025 End Date: 08/30/2025	$38.9474	GSA	1,000	$38,947.40

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
7	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1 -Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 03/03/2025 End Date: 08/30/2025	NSP	GSA	1	$10,386.84
8	8011503-1-2000-611	SAP U.S. Payroll Tax Calculation by BSI (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011503-1-2000 Start Date: 03/03/2025 End Date: 08/30/2025	$21.1580	GSA	1,000	$21,158.00
9	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 03/03/2025 End Date: 08/30/2025	$33.0278	GSA	400	$13,211.12
10	8011741-1-2000-611	SAP SuccessFactors Learning (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011741-1-2000 Start Date: 03/03/2025 End Date: 08/30/2025	$4.6737	GSA	400	$1,869.48
11	8011734-1-2000-611	SAP SuccessFactors Compensation (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011734-1-2000 Start Date: 03/03/2025 End Date: 08/30/2025	$9.6639	GSA	400	$3,865.56
12	8011735-1-2000-611	SAP SuccessFactors Succession & Development (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011735-1-2000 Start Date: 03/03/2025 End Date: 08/30/2025	$11.4738	GSA	400	$4,589.52
13	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 03/03/2025 End Date: 08/30/2025	$14,546.2105	GSA	1	$14,546.21
		BASE YEAR SUBTOTAL:				$214,201.04
		SUBTOTAL:				$214,201.04
		TOTAL PRICE:				**$214,201.04**
		TOTAL QUOTE:				**$214,201.04**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		OPTION YEAR 1				
14	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 08/31/2025 End Date: 08/30/2026	$76.1895	GSA	1,000	$76,189.50
15	8008642a-611	SAP SuccessFactors Employee Central Payroll (1-2000 Tier; Block of 1 User; Per Year) SAP Industries, Inc. - 8008642a Start Date: 08/31/2025 End Date: 08/30/2026	$78.9474	GSA	1,000	$78,947.40

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SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
16	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1 -Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 08/31/2025 End Date: 08/30/2026	NSP	GSA	1	$21,052.63
17	8011503-1-2000-611	SAP U.S. Payroll Tax Calculation by BSI (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011503-1-2000 Start Date: 08/31/2025 End Date: 08/30/2026	$43.0421	GSA	1,000	$43,042.10
18	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 08/31/2025 End Date: 08/30/2026	$67.7895	GSA	400	$27,115.80
19	8011741-1-2000-611	SAP SuccessFactors Learning (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011741-1-2000 Start Date: 08/31/2025 End Date: 08/30/2026	$9.2105	GSA	400	$3,684.20
20	8011734-1-2000-611	SAP SuccessFactors Compensation (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011734-1-2000 Start Date: 08/31/2025 End Date: 08/30/2026	$20.9895	GSA	400	$8,395.80
21	8011735-1-2000-611	SAP SuccessFactors Succession & Development (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011735-1-2000 Start Date: 08/31/2025 End Date: 08/30/2026	$20.5474	GSA	400	$8,218.96
22	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 08/31/2025 End Date: 08/30/2026	$29,482.9474	GSA	1	$29,482.95
		OPTION YEAR 1 SUBTOTAL:				$296,129.34
		OPTION YEAR 2				
23	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 08/31/2026 End Date: 08/30/2027	$76.1895	GSA	1,000	$76,189.50
24	8008642a-611	SAP SuccessFactors Employee Central Payroll (1-2000 Tier; Block of 1 User; Per Year) SAP Industries, Inc. - 8008642a Start Date: 08/31/2026 End Date: 08/30/2027	$78.9474	GSA	1,000	$78,947.40
25	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1 -Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 08/31/2026 End Date: 08/30/2027	NSP	GSA	1	$21,052.63

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
26	8011503-1-2000-611	SAP U.S. Payroll Tax Calculation by BSI (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011503-1-2000 Start Date: 08/31/2026 End Date: 08/30/2027	$43.0421	GSA	1,000	$43,042.10
27	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 08/31/2026 End Date: 08/30/2027	$67.7895	GSA	400	$27,115.80
28	8011741-1-2000-611	SAP SuccessFactors Learning (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011741-1-2000 Start Date: 08/31/2026 End Date: 08/30/2027	$9.2105	GSA	400	$3,684.20
29	8011734-1-2000-611	SAP SuccessFactors Compensation (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011734-1-2000 Start Date: 08/31/2026 End Date: 08/30/2027	$20.9895	GSA	400	$8,395.80
30	8011735-1-2000-611	SAP SuccessFactors Succession & Development (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011735-1-2000 Start Date: 08/31/2026 End Date: 08/30/2027	$20.5474	GSA	400	$8,218.96
31	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 08/31/2026 End Date: 08/30/2027	$29,482.9474	GSA	1	$29,482.95
		OPTION YEAR 2 SUBTOTAL:				$296,129.34
		OPTION YEAR 3				
32	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 08/31/2027 End Date: 08/30/2028	$76.1895	GSA	1,000	$76,189.50
33	8008642a-611	SAP SuccessFactors Employee Central Payroll (1-2000 Tier; Block of 1 User; Per Year) SAP Industries, Inc. - 8008642a Start Date: 08/31/2027 End Date: 08/30/2028	$78.9474	GSA	1,000	$78,947.40
34	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1-Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 08/31/2027 End Date: 08/30/2028	NSP	GSA	1	$21,052.63
35	8011503-1-2000-611	SAP U.S. Payroll Tax Calculation by BSI (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011503-1-2000 Start Date: 08/31/2027 End Date: 08/30/2028	$43.0421	GSA	1,000	$43,042.10

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SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
36	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 08/31/2027 End Date: 08/30/2028	$67.7895	GSA	400	$27,115.80
37	8011741-1-2000-611	SAP SuccessFactors Learning (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011741-1-2000 Start Date: 08/31/2027 End Date: 08/30/2028	$9.2105	GSA	400	$3,684.20
38	8011734-1-2000-611	SAP SuccessFactors Compensation (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011734-1-2000 Start Date: 08/31/2027 End Date: 08/30/2028	$20.9895	GSA	400	$8,395.80
39	8011735-1-2000-611	SAP SuccessFactors Succession & Development (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011735-1-2000 Start Date: 08/31/2027 End Date: 08/30/2028	$20.5474	GSA	400	$8,218.96
40	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 08/31/2027 End Date: 08/30/2028	$29,482.9474	GSA	1	$29,482.95
		OPTION YEAR 3 SUBTOTAL:				$296,129.34
		OPTION YEAR 4				
41	8008384a-611	SAP Time and Attendance Management by WorkForce Software (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8008384A Start Date: 08/31/2028 End Date: 08/30/2029	$76.1895	GSA	1,000	$76,189.50
42	8008642a-611	SAP SuccessFactors Employee Central Payroll (1-2000 Tier; Block of 1 User; Per Year) SAP Industries, Inc. - 8008642a Start Date: 08/31/2028 End Date: 08/30/2029	$78.9474	GSA	1,000	$78,947.40
43	8008646-611	SAP Integration Suite for SAP SuccessFactors solutions (1 -Infinite Tier; Block of 1 Entitlements Package; Per Year) SAP Industries, Inc. - 8008646 Start Date: 08/31/2028 End Date: 08/30/2029	NSP	GSA	1	$21,052.63
44	8011503-1-2000-611	SAP U.S. Payroll Tax Calculation by BSI (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011503-1-2000 Start Date: 08/31/2028 End Date: 08/30/2029	$43.0421	GSA	1,000	$43,042.10
45	8011736-1-2000-611	SAP SuccessFactors Employee Central, core HR (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011736-1-2000 Start Date: 08/31/2028 End Date: 08/30/2029	$67.7895	GSA	400	$27,115.80

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SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
46	8011741-1-2000-611	SAP SuccessFactors Learning (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011741-1-2000 Start Date: 08/31/2028 End Date: 08/30/2029		$9.2105	GSA	400	$3,684.20
47	8011734-1-2000-611	SAP SuccessFactors Compensation (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011734-1-2000 Start Date: 08/31/2028 End Date: 08/30/2029		$20.9895	GSA	400	$8,395.80
48	8011735-1-2000-611	SAP SuccessFactors Succession & Development (1-2000 Tier; Block of 1 Users; Per Year) SAP Industries, Inc. - 8011735-1-2000 Start Date: 08/31/2028 End Date: 08/30/2029		$20.5474	GSA	400	$8,218.96
49	8017526-1-Infinite-611	SAP Preferred Success for HXM solutions from SAP (1-Infinite Tier; 20% of Net Recurring License Cost; Per Year) Non-Discountable.The published $0.01 price is not the Customer's final price. The purchase price of the support is based on a Commercial List SAP Industries, Inc. - 8017526-1-Infinite Start Date: 08/31/2028 End Date: 08/30/2029		$29,482.9474	GSA	1	$29,482.95
		OPTION YEAR 4 SUBTOTAL:					$296,129.34
		SUGGESTED OPTIONS SUBTOTAL:					$1,184,517.36

Quote Notes:

Inland Empire Utilities Agency must reference Carahsoft Quote Number 48097761 and GSA MAS 8F : 47QSWA18D008F on any resulting purchase order.

Inland Empire Utilities Agency's access to and use of the SAP Cloud Services, and SAP's obligations thereto, are subject to the following, which are collectively referred to as the "Customer Cloud Agreement", and which are given priority in the order listed:

1) Cloud Services Supplement (will vary based on solution) http://www.sap.com/agreements-cloud-supplement

2) SAP Support Policy http://www.sap.com/agreements-cloud-support

3) SAP Service Level Agreement http://www.sap.com/agreements-cloud-service-level-agreement

4) SAP Data Processing Agreement https://static.carahsoft.com/concrete/files/5517/0293/2214/SAP_GTC_Cloud_DPA_and_DPA_GSA_Approved_10.3.23.pdf

5) SAP General Terms and Conditions for SAP Cloud Services
https://static.carahsoft.com/concrete/files/5517/0293/2214/SAP_GTC_Cloud_DPA_and_DPA_GSA_Approved_10.3.23.pdf

SAP SuccessFactors HCM Suite Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP SuccessFactors product(s) for which Customer is subscribed (the **"Cloud Service"**). Any documents referenced in this Supplement are available from SAP upon request.

1. USAGE METRICS

1.1. **Gigabyte.** Gigabyte is the amount of capacity in the Cloud Service. For this Cloud Service, memory capacity is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

1.2. **Message.** Message means an electronic communication exchanged via the capabilities of the Cloud Service. If a Message is larger than 250 kilobytes, any amount in excess of 250 kilobytes will be charged as one additional Message for each 250 kilobytes or portion thereof.

1.3. **Tenant.** Tenant is a customer-specific instance of the Cloud Service. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

1.4. **Transaction.** Transaction is any message, job, action, response, and/or task processed via the Cloud Service. For the SAP SuccessFactors Onboarding Cloud Service, each completed onboarding (including rehiring), cross boarding, and offboarding transaction is counted. For the SAP SuccessFactors Recruiting Cloud Service, each internal or external candidate moved to the "Hired" status is counted.

1.5. **User.** Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

2. ADDITIONAL TERMS

2.1. **Disaster Recovery**.

2.1.1. SAP will provide Customer, at no additional charge, with the following capabilities: (i) offsite database backups to disk (i.e., weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as possible in case of a disaster resulting in loss of the production data center.

2.1.2. Customer's productive tenants for Employee Central, Employee Central Payroll, Performance and Goals, Compensation, Succession and Development, Onboarding (excluding Onboarding 1.0), Time Tracking, Opportunity Marketplace, Learning, and Validated Learning Cloud Services that are hosted in a data center listed in the then-current SAP SuccessFactors Disaster Recovery Overview include (i) Recovery Point Objective (RPO): no more than 4 hours of data loss; and (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 24 hours.

2.2. **Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service. Additional limits may be identified with specific Cloud Services below.

2.3. **SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning.** Subscriptions to SAP SuccessFactors Cloud Services include use of SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning. SAP Cloud Platform Identity Authentication may only be used for user authentication to SAP Cloud services. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SAP Cloud services to SAP Cloud Platform Identity Authentication.

2.4. **SAP SuccessFactors Foundation**. There is a 500 GB base storage limit per instance that applies to the attachment storage framework of the SAP SuccessFactors Foundation Cloud Service.

2.5. **SAP SuccessFactors Workforce Analytics.** In order to use SAP SuccessFactors Workforce Analytics Cloud Service, Customer may be required to order additional one-time implementation Services, either via a partner or SAP directly, as available, for data extraction, integration, and modelling activities, subject to additional services fees.

2.6. **SAP SuccessFactors Onboarding.**

2.6.1. If E-Verify (applicable for US based customers only) is included, Customer must sign a separate Memorandum of Understanding between the United States Department of Homeland Security, Customer, and SAP's Affiliate, SuccessFactors Inc., designating SuccessFactors Inc. as its Web Services E-Verify Employer Agent.

2.6.2. Customers using SAP SuccessFactors Onboarding with external HRIS systems may import such external HRIS user records into SAP SuccessFactors Employee Central as read only. These read only records may only be used for the express purpose of Onboarding, and do not count as usage of SAP SuccessFactors Employee Central.

2.7. **SAP SuccessFactors Employee Central Payroll.**

2.7.1. SAP does not provide specific documentation for the payroll engine of SAP SuccessFactors Employee Central Payroll Cloud Service. Instead, Customer may use the documentation available for the on-premise SAP ERP HCM Software, if and to the extent applicable to the Payroll engine functionality. No other rights except as required to use SAP SuccessFactors Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.

2.7.2. Subscriptions to the SAP SuccessFactors Employee Central Payroll Cloud Service include the use of the SAP Secure Login Client. The SAP Secure Login Client may only be used for the purpose of accessing SAP GUI-based administrative user interfaces of the SAP SuccessFactors Employee Central Payroll Cloud Service.

2.7.3. Customer is also granted access to the generally available implementation handbook, currently published on the SAP Help Portal (https://help.sap.com/docs/SAP_SUCCESSFACTORS_HCM_SUITE).

2.8. **SAP SuccessFactors Employee Central Service Center.**

2.8.1. SAP Service Cloud is included with a ratio of 1 agent user to 300 employees.

2.8.2. SAP Cloud Portal for employee self-service is included as follows: one (1) test tenant; and one (1) SAP Cloud Platform Virtual Machine.

2.8.3. Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.

2.9. **SAP SuccessFactors Employee Central, core HR option, functional use.** SAP SuccessFactors Employee Central, core HR option, functional use is available only for the following categories of individuals: This Cloud Service is only available for (i) non-employees (includes contingent/contractors); (ii) Former employees whose records continue to be maintained; (iii) individual with a limited or temporary employee relationship during the course of a year or 12-month period, (iv) Employees with read-only access to Employee Central but whose records are maintained within SAP ERP HCM or another core HR system, and (v)employees whose records are actively managed by Customer, but who do not have access to the SuccessFactors Cloud Service.

2.10. **SAP SuccessFactors Learning, Content Storage.**

2.10.1. Content storage included with the SAP SuccessFactors Learning or Validated Learning Cloud Service includes content bandwidth and 25 GB of eLearning content storage.

2.10.2. Content storage for the SAP SuccessFactors Learning or Validated Learning Cloud Service includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.

2.10.3. SAP will provide one SFTP Content account per Customer.

2.11. **SAP SuccessFactors Learning, Functional Use.** SAP SuccessFactors Learning or Validated Learning, functional use, is available only for the following categories of individuals: This Cloud service is only available for non-employees and individuals with a limited or temporary employment relationship during the course of a year or 12-month period. In addition, individuals whose records are actively managed by the customer, but who do not have access to the Cloud service will also be counted.

2.12. Users with functional use rights must be identified in the SAP SuccessFactors Learning Cloud Service by Customer separately from other Users.

2.13. **SAP SuccessFactors Work Zone.**

2.13.1. The SAP SuccessFactors Work Zone Cloud Service has a base storage limit of 1000 GB per instance. If Customer subscribes to SAP Work Zone, data storage add-on, such storage limit shall increase, in units of 500 GB, as set forth in the applicable Order Form.

2.13.2. Comment fields or free text entry fields in the SAP SuccessFactors Work Zone Cloud Service are not designed to collect or store personal data, therefore no sensitive or personal data should be entered in them. The Data Processing Agreement for Cloud Services referenced in the Order Form does not apply to personal data contained in such fields.

2.13.3. SAP SuccessFactors Work Zone includes (i) SAP Build Process Automation, standard users in an equivalent quantity to Customer's SAP SuccessFactors Work Zone user licenses, (ii) two (2) SAP Build Process Automation, advanced user licenses, (iii) two (2) SAP Business Application Studio user licenses, and (iv) one (1) SAP Custom Domain.

2.13.4. SAP SuccessFactors Work Zone includes a native mobile application that is included with the Cloud Service subscription.

2.14. **SAP Integration Suite for SAP SuccessFactors solutions.**

2.14.1. The Cloud Service requires that one end of the integration be an SAP SuccessFactors solution.

2.14.2. The Cloud Service includes two (2) tenants and an aggregate of 100,000 Messages per month.

2.14.3. Usage includes SAP Integration Suite, Basic edition capabilities exclusively.

2.14.4. Customer shall ensure that it has all necessary license rights for any SAP and/or third-party solutions integrated using the Cloud Service.

2.14.5. If Customer has a subscription to Employee Central, SAP Cloud Platform Integration option, use of such product shall be subject to the supplemental terms referenced in the Order Form governing such subscription.

2.15. **SAP SuccessFactors HCM Suite, advanced encryption add-on.**

2.15.1.1. For this Cloud Service, all existing productive and non-productive instances that Customer elects to connect to the Cloud Service are counted as Tenants. The metric entitlement is not time-bound and does not deplete with usage, unless otherwise specified. This Cloud Service can only be connected to SAP SuccessFactors HCM Core platform Tenants, and does not entitle Customer to any additional Tenants.

2.15.2. This Cloud Service supports data refreshes from (i) encrypted Tenant to encrypted Tenant, and (ii) non-encrypted Tenant to encrypted Tenant only. Data refreshes from an encrypted Tenant to a non-encrypted Tenant are not supported.

2.15.3. If the master key is revoked or disabled by Customer, the application database will shut down and services dependent on the application database will become inaccessible, and no one, including SAP, will be able to access encrypted data or perform any operation that requires access to the application database. Customer must provide the correct master key to SAP to restore services and application database access, or to restore from backup.

2.16. **Embedded Launch Activities.** Embedded Launch Activities are included for a first-time subscription of applicable SAP SuccessFactors Cloud Services. Further specifications to the Embedded Launch Activities are available in the SAP SuccessFactors Embedded Launch Activities Specifications documentation.

2.16.1. Customer is entitled to a Demo Environment (consisting of one each of a BizX, LMS, J2W and RPOS instance) pre-configured with available SAP Best Practices and some sample data in English.

2.16.2. The Demo environment may be requested at any point after the start of the contract period. Once requested, it will be available for a duration of 9 months. The availability of the Demo environment can be extended (for 3 months) on Customer request.

2.16.3. The pre-configuration and sample data of the Customer assigned Demo environment will not be updated / refreshed. Customer may not change any configuration in the Demo environment.

The Demo environment will be created in a Non-Production Environment. Therefore, Disaster Recovery for this environment is not available.

2.17. **Test Tenants in Production Environments.** The Data Processing Agreement for Cloud Services referenced in the Order Form shall apply to all tenants of SAP SuccessFactors HCM Suite in Production environments, provided that (i) Customer implements and maintains all Production environment security controls, and (ii) if Customer uses a test tenant in a Production environment for the processing of personal data, Customer is responsible for justifying such additional processing of personal data under all applicable data protection laws.

SAP SuccessFactors Payroll Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP SuccessFactors Payroll product for which Customer is subscribed (the **"Cloud Service"**). Any documents referenced in this Supplement are available from SAP upon request.

1. USAGE METRICS

1.1. **Tenant.** Tenant is a customer-specific instance of the Cloud Service. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

1.2. **User.** Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted. Unless otherwise indicated herein, the Usage Metric entitlement in the Order Form is retained throughout the Subscription Term.

2. ADDITIONAL TERMS

2.1. **Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service.

2.2. **Test Tenants in Production Environments.** The Data Processing Agreement for Cloud Services referenced in the Order Form shall apply to all tenants of SAP SuccessFactors Payroll in Production environments, provided that (i) Customer implements and maintains all Production environment security controls, and (ii) if Customer uses a test tenant in a Production environment for the processing of personal data, Customer is responsible for justifying such additional processing of personal data under all applicable data protection laws.

SAP U.S. Payroll Tax Calculation by BSI
SAP U.S. Payroll Tax Calculation by BSI, private cloud edition
Supplemental Terms and Conditions

This Supplement is part of an Agreement between SAP and Customer and applies solely to the SAP U.S. Payroll Tax Calculation by BSI Cloud Service and SAP U.S. Payroll Tax Calculation by BSI, private cloud edition Cloud Service (each individually as the "Cloud Service").

1. USAGE METRIC

The Usage Metric for the Cloud Service is User. "**User**" is any individual authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted.

2. ADDITIONAL TERMS

2.1. **Prerequisite.** A current subscription to SAP SuccessFactors Employee Central Payroll is a prerequisite to a subscription to SAP U.S. Payroll Tax Calculation by BSI. A current subscription to SAP Payroll Cloud, private edition is a prerequisite to a subscription to SAP U.S. Payroll Tax Calculation by BSI, private cloud edition.

2.2. **Limitations.** Customer is limited to a maximum of four (4) designated contacts ("Administrative Users").

2.3. **Downloadable Component.** In addition to the hosted portion of the Service, SAP may make available for download by Customer a connector to be used to connect on-premise HCM solutions to the Service (the "**Integration Component**"). The use of the Integration Component is limited to use with the Service and Customer may not use the Integration Component for any other purpose. The Integration Component is part of the Service and Customer's use is limited to use by Named Users and only for the term of the Order Form. The Integration Component may not be modified or altered in any way except by SAP. Any such modifications will negate SAP's obligation to provide Support and void SAP's warranty obligations under this Agreement. Customer shall utilize the most current version of the Integration Component made available by SAP, and Customer acknowledges that failure to use the most current version may result in diminished performance of the Service. Customer is solely responsible for the security of the Integration Component and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Integration Component. Upon termination or expiration of the Order Form, Customer's right to use the Integration Component shall cease.

2.4. **Exclusions**. Customer shall be solely responsible for any inaccuracy or delay in tax calculations, payments, filings, or reports to the extent directly caused by inaccurate or corrupt Customer Data, misuse, overrides, or taxing or regulatory authorities. SAP and its licensors shall have no liability under this Agreement to any third party for any errors or delays in located taxes, errors or delays in calculations, payments, filing or reports and SAP and its licensors shall have no liability to taxing authorities or individuals whose payroll data is processed using the Service (or a part thereof) for underpayments or non-payments, interest or penalties.

3. MAINTENANCE WINDOWS

SAP can use the following maintenance windows for planned downtimes:

	Maintenance Windows
Regular Maintenance Windows	Saturday 12:00 a.m. to 4:00 a.m. Eastern U.S. time zone

4. SYSTEM AVAILABILITY.

Downtime required for updates due to changed regulatory requirements shall not be counted against the System Availability SLA.

5. DATA RETENTION.

Incremental and full database back-ups occur daily. A full back-up is performed each Friday, in place of the daily incremental back-up, with the last full back-up at the end of each month retained in offsite storage for no less than one (1) year. The retention period for Customer Data is 30 days after contract termination. Customer Data will be made available in .pdf format during such period.

SAP Solutions by WorkForce Software
Supplemental Terms and Conditions

These supplemental terms and conditions (the “Supplement") are part of an agreement for certain SAP cloud services ("Agreement") between SAP and Customer and apply solely to (i) SAP Time and Attendance Management by WorkForce Software, (ii) SAP Workforce Forecasting and Scheduling by WorkForce Software, (iii) SAP Absence and Leave Management by WorkForce Software, and (iv) SAP Deskless Worker Experience add-on by WorkForce Software (each, a "Cloud Service"), and not to any other SAP product or service. For clarity, each of the foregoing Cloud Services requires a separate subscription by Customer.

1. CLOUD SERVICE

1.1. Each subscription to the Cloud Service comes with one production environment, one test environment and one development environment.

2. FEES

2.1. The Usage Metric for the Cloud Service is Users. Users are individuals authorized to access the Cloud Service. For this Cloud Service, an individual with a unique active profile and whose data is processed by the Cloud Service is counted.

2.2. Subject to a separate subscription fee, Customer may subscribe to an additional SAP Time and Attendance Management by WorkForce Software environment, which is any environment in addition to the one test, one development and one production environment provided with the standard subscription. The Usage Metric for such additional instances is Tenants, which may only apply to SAP Time and Attendance Management by WorkForce Software. A Tenant is a customer-specific instance of the Cloud Service.

3. ADDITIONAL TERMS

3.1. SAP Absence and Leave Management by WorkForce Software includes content related to local, state and federal laws and regulations sourced from third parties. This content is provided without warranty or support obligations by SAP. Customer is responsible for ensuring the accuracy of such content.

SUPPORT SCHEDULE FOR CLOUD SERVICES

This Support Schedule is part of the Agreement for Cloud Services between SAP and Customer.

1. DEFINITIONS

1.1. "**Go-Live**" marks the point in time from when, after set-up of the Cloud Services for Customer, the Cloud Services can be used by Customer for processing real data in live operation mode and for running Customer's internal business operations in accordance with its agreement for such Cloud Services.

1.2. "**Local Business Hours**" means 8 a.m. (08:00) to 6 p.m. (18:00) Monday to Friday excluding local holidays, in accordance with local time zone applicable to the Customer's address.

1.3. "**SAP's Customer Support Website**" means SAP's customer facing support website (see: https://support.sap.com unless a different support website is listed in the Agreement or https://support.sap.com/contactus). In selected Cloud Services, support can also be accessed via the application itself.

2. SCOPE OF SUPPORT AND SUCCESS OFFERINGS

2.1. General

2.1.1. SAP offers the following:

a) SAP Enterprise Support, cloud editions: Foundational engagement support as part of the Cloud Service with focus on customer interaction and case resolution.

b) SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and success programs to help drive consumption and value realization.-

c) SAP Enterprise Support, cloud editions is included in the subscription fees for the Cloud Services stated in the Order Form unless alternative support terms are agreed. SAP Preferred Success may be purchased for eligible Cloud Services for an additional fee, as an add-on to SAP Enterprise Support, cloud editions. SAP Preferred Success is not available, and not provided, for any third-party cloud services purchased through SAP.

2.1.2. Beginning on the effective date of Customer's agreement for Cloud Services, Customer may contact SAP's support organization as the primary point of contact for support services.

2.1.3. Customer Interaction Center languages: SAP provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (see CALL-1-SAP page: https://support.sap.com/contactus) or via other solution specific hotlines in the following languages: English (24x7) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical or third party support engineers worldwide are handled in English only.

2.2. Mission Critical Support

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 mission critical support for P1 and P2 cases (English only)	Global case handling by SAP for issues related to support, including Service Level Agreements for Initial Response, Ongoing Communications and Corrective Action Targets (as set forth in Section 3 below).	24x7 prioritized case handling and enhanced Initial Response and Corrective Action Targets (as set forth in Section 3 below).
Non-mission critical support for P3 and P4 cases (English only)	Available during Local Business Hours(as set forth in Section 3 below).	Enhanced Initial Response Targets (as set forth in Section 3 below).

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 Customer interaction center	Support center that customers may contact for general support related inquiries through the contact channels described in Section 2.1.3.	Delivered as part of SAP Enterprise Support, cloud editions.
Global support backbone	SAP's knowledge database and extranet where SAP makes available content and services to customers and partners of SAP only. This includes SAP's Customer Support Website.	
End-to-end supportability	Support for cases that occur in integrated business scenarios consisting of SAP Cloud Services or both SAP Cloud Services and SAP Software with a valid SAP support agreement.	

2.3. Learning and Empowerment

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Remote SAP support content and services	Remote support content and services (e.g., Meet-the-Expert sessions) in various formats which may include live and recorded webinars, tutorials, best practices, self-paced learning materials and workshop-style interactive remote sessions. Content and session schedules are stated on SAP's Customer Support Website in the SAP Enterprise Support Academy section. Scheduling, availability and delivery methodology is at SAP's discretion.	Access to demo systems, live sessions with instructors, examinations and certifications specific to the Cloud Service for up to 5 Customer Contacts. SAP Preferred Success exclusive learning content related to the Cloud Service in various formats which may include live and recorded webinars, best practices, and workshop-style interactive remote sessions. Scheduling, availability and delivery methodology is at SAP's discretion.
Release update information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes. Self-service through web and community.	Release guidance specific to the Cloud Service.

2.4. Collaboration

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
SAP support advisory services	Access to experts who help customers with support-related requests and advise on the appropriate SAP Enterprise Support content and services for their needs.	Delivered as part of SAP Enterprise Support, cloud editions.
Support via chat	Available during business hours in English language for non-Mission Critical Support issues, where available for the Cloud Service.	

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Support via web and platform for social business collaboration	Access to SAP's Customer Support Website, including social media-based empowerment and collaboration, with peers and SAP experts.	Access to exclusive SAP Preferred Success collaboration platform.
Support and success reporting	SAP Enterprise Support reporting: A report or dashboard analyzing and documenting the status of support services and achievements hereunder.	Reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including relevant feature adoption, technical and product usage and status of support services and achievements hereunder, specific to the Cloud Service.
Preferred Success resources and guidance		Access to success resources to provide guidance on onboarding, product adoption and usage, best practices and operational excellence. This may include a customer success partner as the primary contact for ongoing success management, success planning, technical guidance and mentorship, and support case oversight throughout the Customer lifecycle. Assignment of a customer success partner is at SAP's discretion.
Regular checkpoint		Periodic review of Cloud Service, success plan, critical issues, reporting and best practices. May include in-person delivery, at SAP's discretion.
Success Plan		A success plan outlines steps towards achieving key business milestones and objectives throughout the customer lifecycle. Focus topics include challenges, consumption, adoption and cycle planning.

2.5. Innovation and Value Realization

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Proactive checks proposed by SAP	Support services, providing recommendations for the specific customer situation. Such services are delivered remotely upon Customer request.	Expert-led checks, providing recommendations based on SAP best practices or recommended configuration(s).
Product roadmaps	Self-service through web.	Delivered as part of SAP Enterprise Support, cloud editions.
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution.	Access to SAP assistance with managing the refreshing of test instances up to 2 times per year, where applicable.

2.6. Application Lifecycle Management

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Application lifecycle management ("**ALM**")	Software or online services for application lifecycle management made available by SAP. Feature scope and availability details are set forth on SAP's Customer Support Website (see: https://support.sap.com/en/alm) and usage rights (see: https://support.sap.com/en/alm/usage-rights).	Delivered as part of SAP Enterprise Support, cloud editions.

3. CUSTOMER RESPONSE LEVELS

3.1. SAP responds to submitted support cases as described in the table below.

Priority	Definition	Response Level
P1	Very High A case should be categorized with the priority "**very high**" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed. This is generally caused by the following circumstances: a) a productive service is completely down; b) the imminent system Go-Live or upgrade of a production system cannot be completed; c) the customer's core business processes are seriously affected A workaround is not available for each circumstance. The case requires immediate processing because the malfunction may cause serious losses.	Initial Response: Within 1 hour of case submission. Ongoing Communication: Unless otherwise communicated by SAP, once every hour. Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 4 hours.
P2	High A case should be categorized with the priority "**high**" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP service that are required immediately. The case is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within 4 hours of case submission for SAP Enterprise Support, cloud edition customers and within 2 hours of case submission for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every 6 hours. Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 3 business days for SAP Preferred Success customers only.
P3	Medium A case should be categorized with the priority "**medium**" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.	Initial Response: Within 1 business day of case submission for SAP Enterprise Support, cloud edition customers, and within 4 business hours of case being received for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every 3 business days

Priority	Definition	Response Level
		for non-defect Issues and 10 business days for product defect issues. A non-defect issue is a reported support case that does not involve a defect in the applicable Cloud Service and does not require engineering, development or operations personnel to resolve.
P4	Low A case should be categorized with the priority "**low**" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily or are rarely used.	Initial Response: Within 2 business days of case submission for SAP Enterprise Support, cloud editions customers and within 1 business day of case submission for SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP, once every week.

3.2. The following types of cases are excluded from customer response levels as described above:

a) cases regarding a release, version or functionalities of Cloud Services developed specially for Customer (including those developed by SAP Custom Development or by SAP subsidiaries or individual content services);

b) the root cause behind the case is not a malfunction but missing functionality (development request);

c) the case is a consulting or how-to request.

4. CUSTOMER RESPONSIBILITIES

4.1. Customer Contact

4.1.1. Customer shall designate at least 2 and up to 5 qualified English-speaking contact persons per Cloud Service (each a "**Customer Contact**"). Customer Contacts include designated support contact, authorized support contact, key user, application administrator or system administrators whose roles within specific Cloud Services are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and Mission Critical Support services.

4.1.2. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

a) support end users and manage their cases. This includes searching for known solutions in available documentation and liaising with SAP in the event of new problems;

b) manage background jobs and the distribution of business tasks across users (if available);

c) manage and monitor connections to Customer's third-party systems (if available);

d) support the adoption of the Cloud Service.

4.2. Contact Details

Customer will provide contact details (in particular, e-mail address and telephone number) by which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for a Cloud Service through SAP's Customer Support Website. Only authorized Customer Contacts may contact SAP's support organization.

4.3. Cooperation

Customer Contact shall reasonably cooperate with SAP to resolve support cases,and will have adequate technical expertise and knowledge of its configuration of the Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error.

SERVICE LEVEL AGREEMENT FOR CLOUD SERVICES

1. DEFINITIONS

1.1. **"Credit"** means 2% of the Monthly Subscription Fees for the affected subscription-based Cloud Service or the monthly Cloud Credits (as defined in the Order Form) consumed for the affected consumption-based Cloud Service, for each 1% below the System Availability SLA, not to exceed 100% of the fees paid or Cloud Credit consumed by the Customer for the relevant Month for the affected Cloud Service.

1.2. "**Downtime**" means the Total Minutes in the Month during which the production version of the Cloud Service is not available, except for Excluded Downtimes.

1.3. "**Excluded Downtime**" means the Total Minutes in the Month attributable to a Maintenance Window; or any Major Upgrade Window for which the Customer has been notified at least 5 business days in advance; or unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.

1.4. "**Maintenance Window**" means the weekly maintenance windows for the Cloud Service identified on https://support.sap.com/maintenance-windows. SAP may update the Maintenance Window from time to time in accordance with the Agreement.

1.5. **"Major Upgrade Window"** means the extended upgrade maintenance windows for the Cloud Service identified on https://support.sap.com/maintenance-windows. SAP may update the Major Upgrade Window from time to time in accordance with the Agreement.

1.6. "**Month**" means a calendar month.

1.7. "**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the applicable Cloud Service which did not meet the System Availability SLA.

1.8. "**System Availability Percentage**" is calculated and defined as follows:

$$\left(\frac{\text{Total Minutes in the Month}-\text{Excluded Downtime}-\text{Downtime}}{\text{Total Minutes in the Month}-\text{Excluded Downtime}}\right)*100$$

1.9. **"System Availability SLA"** means a 99.7% System Availability Percentage during each Month for the production version of the Cloud Service.

1.10. "**Total Minutes in the Month**" are measured 24 hours at 7 days per week during a Month.

1.11. "**UTC**" means Coordinated Universal Time standard is the start time for the applicable Maintenance Window and Major Upgrade Window.

2. SYSTEM AVAILABILITY SLA AND CREDITS

2.1. Credit

If SAP fails to meet the System Availability SLA for a particular Month, Customer may claim a Credit, which Customer may apply to a future invoice for the Cloud Service that did not meet the System Availability SLA (subject to Sections 2.1.1 and 2.1.2 below).

2.1.1. Claims for a Credit must be made in good faith and through a documented submission of a support case within 30 business days after the end of the relevant Month in which SAP did not meet the System Availability SLA for the Cloud Service.

2.1.2. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.

2.2. System Availability Report

SAP will provide Customer with a monthly report describing the System Availability Percentage for the Cloud Service either by email following a request to Customer's assigned SAP account manager; through the Cloud Service; or through an online portal made available to Customer, if and when such online portal is available.

3. CHANGES TO WINDOWS

3.1. SAP shall provide Customer 1 month's advance notice before changing its Maintenance and Major Upgrade Windows (unless such change is a reduction in the duration of the applicable Maintenance or Major Upgrade Windows). If Customer wishes to be notified of changes to Maintenance Windows and Major Upgrade Windows via email, it must subscribe to receive notifications at https://support.sap.com/maintenance-windows.

DATA PROCESSING AGREEMENT FOR CLOUD SERVICES

1. DEFINITIONS

1.1. "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

1.2. "**Data Protection Law**" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

1.3. "**Data Subject**" means an identified or identifiable natural person as defined by Data Protection Law.

1.4. "**EEA**" means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

1.5. "**GDPR**" means the General Data Protection Regulation 2016/679.

1.6. "**My Trust Center**" means information available on the SAP support portal (see: https://support.sap.com/en/my-support/trust-center.html) or the SAP agreements website (see: https://www.sap.com/about/trust-center/agreements.html) or any subsequent website(s) made available by SAP to Customer.

1.7. "**New SCC Relevant Transfer**" means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.

1.8. "**New Standard Contractual Clauses**" means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.

1.9. "**Personal Data**" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:

a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or

b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

1.10. "**Personal Data Breach**" means a confirmed:

a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or

b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

1.11. "**Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

1.12. "**Schedule**" means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.

1.13. "**Standard Contractual Clauses (2010)**" means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.

1.14. "**Subprocessor**" or "**sub-processor**" means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE's Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

1.15. "**Technical and Organizational Measures**" means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures).

1.16. "**Third Country**" means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

2.1.1. This document ("**DPA**") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.

2.1.2. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.

2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.

2.2. Structure

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

2.3. Governance

2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

2.4. For the avoidance of doubt, nothing in this DPA (including without limitation, Section 1.2 "Data Protection Law", 1.4 "EEA", 1.5 "GDPR", 1.7 "New SCC relevant Transfer", 1.8 "New Standard Contractual Clauses", 1.13 "Standard Contractual Clauses (2010)" and Section 1.16 "Third Country" and Section 8, "International Processing" shall be construed as imposing GDPR compliance obligations on Customer in situations where Customer's use of the SAP Cloud Services would not otherwise subject Customer to GDPR requirements as a Controller.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

3.2. Changes

3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

4. SAP OBLIGATIONS

4.1. Instructions from Customer

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach.

4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

5.2. Deletion

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

6.1. Customer Audit

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;

b) a Personal Data Breach has occurred;

c) an audit is formally requested by Customer's data protection authority; or

d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2. Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits.unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

7. SUBPROCESSORS

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;

b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and

c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

a) SAP will inform Customer in advance (by email or by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

b) Customer may object to such changes as set out in Section 7.3.

7.3. Objections to New Subprocessors

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.

7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.4. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller

or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

a) SAP and Customer enter into the Standard Contractual Clauses (2010);

b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or

c) other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3. Applicability of New Standard Contractual Clauses

8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

8.3.1.2. Where SAP is located in a Third Country:

SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:

a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and

b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.28.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4. Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

9. DOCUMENTATION; RECORDS OF PROCESSING

9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

1.1.2. Data Importer

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

2. B. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

a) training of personnel;

b) encryption of data in transit and at rest;

c) system access logging and general data access logging.

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. The transferred Personal Data is subject to the following basic processing activities:

a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);

b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;

c) provision of embedded Professional Services;

d) communication to Authorized Users;

e) storage of Personal Data in dedicated data centers (multi-tenant architecture);

f) release, development and upload of any fixes or upgrades to the Cloud Service;

g) back up and restoration of Personal Data stored in the Cloud Service;

h) computer processing of Personal Data, including data transmission, data retrieval, data access;

i) network access to allow Personal Data transfer;

j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;

k) security monitoring, network-based intrusion detection support, penetration testing; and

l) execution of instructions of Customer in accordance with the Agreement.

2.4.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

2.5. Additional description in respect of the New Standard Contractual Clauses:

2.5.1. Applicable Modules of the New Standard Contractual Clauses

a) Module 2: Transfer Controller to Processor

b) Module 3: Transfer Processor to Processor

2.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.

2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfers shall be made on a continuous basis.

2.5.4. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

3. C. COMPETENT SUPERVISORY AUTHORITY

3.1. In respect of the New Standard Contractual Clauses:

3.1.1. Module 2: Transfer Controller to Processor

3.1.2. Module 3: Transfer Processor to Processor

3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES (for GSA indirect sales)
("Cloud GTC")

1. DEFINITIONS

1.1. "**Affiliate**" means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than (fifty percent) 50% of the entity's shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2. "**Agreement**" means the agreement as defined in the applicable Cloud Order Form. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.

1.3. "**Authorized User**" means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.

1.4. "**Business Partner**" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers or suppliers of Customer and its Affiliates.

1.5. "**Cloud Order Form**" means the "Cloud Order Form for SAP Cloud Services" concluded between SAP and Reseller that references the Cloud GTC.

1.6. "**Cloud Service**" means any distinct, hosted, supported and operated on-demand solution provided by SAP to the Customer on behalf of the Reseller, under the Cloud Order Form.

1.7. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal or proprietary at the time of disclosure, or should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

1.8. **"Customer"** means the entity or individual that has consented to this Agreement by execution of an agreement with Reseller that references this Cloud GTC or by any other legally binding method of acceptance of this Agreement.

1.9. "**Customer Data**" means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.

1.10. "**Documentation**" means SAP's then-current technical and functional documentation, relating to the Cloud Services located at https://help.sap.com or which is made available to Customer as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.

1.11. "**Export Laws**" means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.

1.12. "**Feedback**" means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.

1.13. "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.14. "**Reseller**" means the entity holding the Multiple Award Schedule contract and identified on the Cloud Order Form.

1.15. "**Representatives**" means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.

1.16. **"SAP"** means the entity identified by the Cloud Order Form as providing the Cloud Service to Customer.

1.17. "**SAP Materials**" means any materials (including statistical reports) provided, developed or made available by SAP or via Reseller (independently or with Customer's or Reseller's cooperation) in the course of performance under the Agreement, including in the delivery of any support to Customer. SAP Materials do not include Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as "Cloud Materials".

1.18. "**SAP SE**" means SAP SE, the parent company of SAP.

1.19. "**Subscription Term**" means the initial subscription term and, if applicable, any renewal subscription term of a Cloud Service identified in the Cloud Order Form.

1.20. "**Usage Metric**" means the standard of measurement for determining the permitted use for a Cloud Service as set forth in a Cloud Order Form.

2. USAGE RIGHTS AND RESTRICTIONS

2.1. Grant of Rights

Subject to Reseller's payment of all fees due to SAP, SAP grants to Customer on behalf of Reseller, a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation.

2.2. Authorized Users

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Cloud Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3. Verification of Use

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume to Reseller. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement. SAP will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement by Customer to Reseller. Further, such monitoring shall be contingent upon adherence to Customer's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive IT systems or facilities. If Customer's security requirements are not met, then upon SAP's request, Customer will run a self-assessment with tools provided by, and at the direction of SAP to verify Customer's compliance with the terms of this Agreement.

2.4. Third Party Web Services

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third party web services.

2.5. Mobile Access to Cloud Service

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.6. On-Premise Components

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term.

3. SAP RESPONSIBILITIES

3.1. Provisioning

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

3.2. Support

SAP provides support for the Cloud Service as referenced in the Cloud Order Form.

3.3. Security

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the Data Processing Agreement incorporated in the Cloud Order Form in compliance with applicable data protection law.

3.4. Modifications

3.4.1. Scope

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term. Any such modifications will not restrict or reduce the capabilities in existence at the time of execution of this Agreement without written concurrence from the Government Contracting Officer.

3.4.2. Modification Notices

SAP shall provide Customer with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.4, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. Customer Termination

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate the Cloud Order Form for the affected Cloud Service by providing written notice to SAP and Reseller within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

4. CUSTOMER AND PERSONAL DATA

4.1. Customer Ownership

Customer retains all rights in and related to Customer Data. SAP may use Customer provided trademarks solely to provide and support the Cloud Service.

4.2. Customer Data

Customer is responsible for Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.

4.3. Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.4. Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.5. Access to Customer Data

4.5.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

4.5.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

4.5.3. At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

4.5.4. In the event of third party legal proceedings relating to Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of Customer Data.

5. RESELLER RELATIONSHIP, PRICES AND PAYMENT

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5.2. Intentionally left blank

5.3. Independence of Reseller

Reseller is not an agent of SAP. Reseller is an independent entity with no authority to bind SAP or to make representations or warranties on SAP's behalf. SAP will not be liable for reasonably relying on the accuracy and reliability of written information provided by Reseller. Customer acknowledges and agrees that the Reseller through which Customer has arranged for the procurement of the Cloud Services is not an agent of SAP.

5.4. No Representations or Warranties

SAP makes no representations or warranties as to Reseller, any authorized distributor or other reseller, or any other third party, or related to the performance of their products or services, and fully disclaims any such warranties in accordance with Section 7.

5.5 Payment

Customer shall pay to Reseller on behalf of SAP the fees for the Cloud Service provided hereunder, in the amount as set forth in the agreement between Reseller and Customer, in accordance with the terms of the Cloud Order Form.

5.6 Renewal Term

The fees set forth in the Cloud Order Form will be fixed for the committed subscription term. Following the subscription term of a Cloud Order Form, the subscription may be renewed for one (1) year subscription terms (each, as applicable, a "Renewal Term") subject to funding and only for the agreed-upon subscription period by executing a written order for the Renewal Term. Pricing is established based upon the GSA Schedule Price List in effect at the time the Renewal Term is entered into. Either party may give the other party written notice (email acceptable) of non-renewal at least thirty (30) days prior to the end of the relevant subscription term.

5.7 Additions to Cloud Order Form

Customer may add additional Authorized Users or other applicable usage metrics during the term of the Cloud Order Form by executing an addendum or additional schedule with Reseller, as applicable, which shall then become an integral part of the amended Cloud Order Form. The term of each addendum or schedule shall be coterminous with the then-current term of the Cloud Order Form irrespective of the effective date of such addendum and all fees shall be prorated accordingly. Upon renewal of the Cloud Order Form, the term for all Authorized Users or other fee-based metric added to the Cloud Order Form prior to renewal shall be the same as specified in the Cloud Order Form.

5.8 Excess Use

Customer is responsible for monitoring its use of the Service. Customer shall promptly report to SAP any actual use in excess of the number of Authorized Users (or other applicable usage metric authorized in the Cloud Order Form). SAP shall be entitled to monitor Customer's number of Authorized Users (or other applicable usage metric authorized in the Cloud Order Form) regarding usage of the Cloud Service to ensure Customer's compliance with the Agreement. SAP shall be permitted to forward such data to Reseller. SAP shall invoice Reseller and Customer shall have the opportunity to execute an agreement with Reseller to pay for any usage in excess of the usage metrics set forth in the applicable Cloud Order Form. Such fees shall accrue from the date the excess use began. For the avoidance of doubt, Customer shall not be entitled to claim any reduction of the fees payable under the Cloud Order Form or reduce the Authorized Users (or other applicable usage metric) during the term of a Cloud Order Form or renewal.

5.9 No Cancellation

Except as expressly set forth in this Agreement, FAR 52.212-4(l), or the Cloud Order Form, all purchases of subscriptions hereunder are non-cancelable and all fees incurred prior to the termination date are non-refundable.

6. TERM AND TERMINATION

6.1 Term

The term of this Agreement begins on the Effective Date set forth in the applicable Cloud Order Form and shall continue in effect as described in the Cloud Order Form. Termination of individual Cloud Order Forms shall leave other Cloud Order Forms unaffected.

6.2 Termination

Recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act, 41 U.S.C. Chapter 71) as applicable. SAP shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Customer. The Agreement shall terminate immediately upon a final judgment obtained under the Contracts Disputes Act terminating the Agreement for Customer's material breach of any provision of the Agreement.

SAP may, in its reasonable determination, deactivate Customer's user name(s) and password(s) and/or temporarily suspend access to the Cloud Service or a portion thereof, if and to the extent SAP can substantiate that the continued use of the Cloud Service may result in harm to the Cloud Service (including the security of the systems used to provide the Cloud Service) or other SAP customers, or the rights of third parties, upon prior written notice to Customer as the circumstances permit.

6.3 Effect of Expiration or Termination

Upon the effective date of termination, Customer's access to the Cloud Service will be terminated. Customer shall have the ability to access its Customer Data at any time during the subscription term set forth in the applicable Order Form, unless earlier terminated pursuant to this Article 6. Customer may export and retrieve its Customer Data during a subscription term, which will be subject to technical limitations caused by factors such as (i) the availability of self-service extraction tools compatible with the Cloud Service, (ii) the size of Customer's instance of the Cloud Service; and (iii) the frequency and/or timing of the export and retrieval.

6.4 Survival

Articles 5, 8, 9, 10, 11, 12 and 13 shall survive the expiration or termination of this Agreement.

7. WARRANTIES

7.1. Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) In the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and

(b) In the case of Customer, Customer Data and Customer's use of the Cloud Service.

7.2. Good Industry Practices

SAP warrants that it will provide the Cloud Service:

(a) in substantial conformance with the Documentation; and

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3. Remedy

7.3.1. Provided Customer (or Reseller on Customer's behalf) notifies SAP in writing with a specific description of the Cloud Service's non-conformance with the warranty in Section 7.2 without undue delay and SAP validates the existence of such non-conformance, SAP will, at its option and in accordance with Section 7.3.3:

(a) correct or replace the non-conforming Cloud Service, or

(b) if SAP fails to correct the non-conformance after using reasonable commercial efforts, terminate the access to the non-conforming Cloud Service.

7.3.2. The remedies in Section 7.3.1 do not apply to trivial or non-material cases of non-conformance and are Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2. The written notification of any non-conformance by Customer (or Reseller on Customer's behalf) must include sufficient detail for SAP to analyze the alleged non-conformance. Customer must provide commercially reasonable assistance to SAP in analyzing and remediating any non-conformance of the Cloud Service.

7.3.3. SAP will consult with Reseller to define a reasonable amount:

(a) by which Reseller may reduce the subscription fees for the non-conforming Cloud Services, in case Reseller has not already paid them, or

(b) if Reseller has already paid the subscription fees for the non-conforming Cloud Services, which SAP will refund to Reseller to reflect the non-conformance (unless such refund is prohibited by Export Laws).

7.3.4. SAP may fulfill its warranty obligations with Customer or Reseller on Customer's behalf. To the extent that SAP fulfills its warranty obligations under Section 7.3.3 via Reseller, Customer will not have any claim against SAP for a breach of the warranty in Section 7.2.

7.4. System Availability

7.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("**SLA**").

7.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit as described in the SLA, whereby the service level credit will be calculated based on the non-discounted subscription fee set out in the order form agreed between SAP and Reseller. Customer must notify Reseller in writing (email permitted) within 21 business days after each calendar month in which SAP does not meet the SLA, so that Reseller can follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted) to Reseller, SAP will issue the credit to Reseller to forward to Customer.

7.5. Warranty Exclusions

The warranties in Sections 7.2 and 7.4 will not apply if:

(a) the Cloud Service is not used in accordance with the Agreement or Documentation;

(b) any non-conformity is caused by Reseller, Customer, another third party, or by any product, database, content or service not provided by SAP; or

(c) the Cloud Service was provided for no fee or is a trial license of the Cloud Service.

7.6. Disclaimer

Except as expressly provided in the Agreement, neither SAP nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on

delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1. Claims Brought Against Customer

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:

(a) use of the Cloud Service in conjunction with any product or service not provided by SAP;

(b) use of the Cloud Service provided for no fee;

(c) any use of the Cloud Service not permitted under the Agreement.

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

(a) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or

(b) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.

If these options are not reasonably available, SAP may terminate Customer's subscription to the affected Cloud Service upon written notice.

8.1.4. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

8.2. Customer Responsibilities

Customer shall be responsible for (i) any use of the Cloud Service in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Customer's use of the Cloud Service in violation of this Agreement violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Authorized Users or by the conduct of a third party using Customer's access credentials.

8.3. Conditions

The obligations under this Article 8 are conditioned on (a) the Customer timely notifying SAP in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Article 8 except to the extent such failure or delay prejudices the defense (b) the party who is obligated hereunder to defend a claim having the right to control the defense of such claim to the extent permitted by 28 U.S.C. §516; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that SAP may settle any claim on a basis requiring SAP to substitute for the Cloud Service any alternative substantially equivalent non-infringing services. SAP will have the opportunity to intervene in any suit or claim filed against the Customer, at its own expense, through counsel of its own choosing. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation that is prejudicial to the other party's rights. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.4. Exclusive Remedy

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1. No Liability

9.1.1. SAP, its licensors or subcontractors will not be responsible or liable under the Agreement:

(a) if a Cloud Service is not used in accordance with the Documentation;

(b) if the defect or liability is caused by Reseller, Customer or any third party product or service;

(c) if the Cloud Service is used in conjunction with any product or service not provided by SAP;

(d) for any Customer activities not permitted under the Agreement; or

(e) for any claims or damages arising from inherently dangerous use of any of the Cloud Services provided under or in connection with the Agreement.

9.2. No Cap on Liability

Neither party's liability is capped for damages resulting from:

(a) the parties' obligations under Sections 8.1.1 or 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to Cloud Services not developed by SAP);

(b) death or bodily injury arising from either party's gross negligence or willful misconduct; and/ or

(c) Customer's unauthorized use of any Cloud Service or any failure by Customer to pay Reseller any fees due for the Cloud Services.

9.3. Liability Cap

Except as set forth in Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any twelve (12)-month period will not exceed the annual subscription fees paid by Customer to Reseller for the applicable Cloud Service associated with the damages for that twelve (12)-month period. Any "twelve (12)-month period" commences on the Subscription Term start date or any of its yearly anniversaries. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

9.4. Exclusion of Damages

In no case will:

(a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

(b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

9.5. Extension to group members

Any limitations to the liability and obligations of SAP according to this Section 9 will also apply for the benefit of SAP SE and any of its Affiliates and their respective licensors.

9.6. SAP will not be obliged to provide an indemnity or damages where Customer has been fully compensated or indemnified for the same loss or damage under its agreement with Reseller.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. SAP Ownership

10.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

(a) the Cloud Service;

(b) SAP Materials;

(c) Documentation; and

(d) any services, design contributions, related knowledge or processes, whether or not developed for Customer.

Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

10.2. Acceptable Use Policy

With respect to the Cloud Service, Customer will not:

(a) copy, translate, disassemble, decompile, make derivative works, or reverse-engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);

(b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;

(c) circumvent or endanger its operation or security of the Cloud Service; or

(d) remove SAP's copyright and authorship notices.

11. CONFIDENTIALITY

11.1. Use of Confidential Information

11.1.1. The receiving party shall:

(a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;

(b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;

(c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and

(d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

11.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment. Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, which requires that information that does not fall under certain exceptions must be released when requested and, therefore, some information may be released despite being characterized as "confidential" by the disclosing party.

11.3. Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;

(b) has become generally known or available to the public through no act or omission by the receiving party;

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;

(d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or

(e) the disclosing party agrees in writing is free of confidentiality restrictions.

11.4. Destruction and Return of Confidential Information

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

(a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

(b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

(c) to Confidential Information the receiving party is legally entitled or required to retain.

12. FEEDBACK

Customer may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

13. MISCELLANEOUS

13.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement. No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13.2. Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

13.3. Trade Compliance

13.3.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria.

13.3.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer SAP may immediately terminate Customer's subscription to the affected Cloud Service if:

(a) the competent authority does not grant such export authorization within 18 months; or

(b) Export Laws prohibit SAP from providing the Cloud Service to Customer.

13.4. Notices

All notices will be in writing and given when delivered to the address set forth in a Cloud Order Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the

operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

13.5. Assignment

Customer may not, without SAP's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any SAP materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Assignment by SAP is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements."

13.6. Subcontracting

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

13.7. Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.8. Force Majeure

In accordance with GSAR 552.212-4(f), Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.9. Governing Law

This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under United States Federal law. Venue and statute of limitations shall be established by applicable Federal law. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

13.10. Waiver of Right to Jury Trial

Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

13.11. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. This Agreement, however, shall not take precedence over any specific, negotiated terms contained in a Cloud Order Form. Terms and conditions of any Customer-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1H

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Adopt Resolution No. 2024-9-2, Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority Rates (Finance & Admin)

Executive Summary:

On July 25, 2024, an issue was identified in the South Rates for the Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority (SAWPA) as outlined in Resolution No. 2024-6-4. The Minimum Volumetric Charge was set at $107.30 per million gallons rather than the correct amount of $109.70 per million gallons, resulting in a $2.40 discrepancy per million gallons. This adjustment could affect up to 10 units, with an anticipated fiscal impact of $288.00.

Additionally, the Truck Load Base Rate requires adjustment from $332.17 to $334.27, to align with the adopted FY 2024/25 Laboratory rates, resulting in a $2.10 difference per truck load. This adjustment is anticipated to have a fiscal impact of $6,200.00.

Staff's Recommendation:

Staff recommends that the Board:

1. Adopt Resolution No. 2024-9-2, revising the Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority (SAWPA) Rates for Fiscal Year 2024/25 retroactive to July 1, 2024; and
2. Rescind Resolution No. 2024-6-4 adopted in June 2024.

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

Fiscal Impact (explain if not budgeted):

Estimated fiscal year impact of $ 6,488.00.

Regional Sewerage *Technical Committee (Y/N):* N

Policy Committee (Y/N): N

Prior Board Action:

The Board adopted Resolution No. 2024-6-4 on June 1 9, 2024.

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Resolution No. 2024-9-2
Attachment 2 - PowerPoint

RESOLUTION NO. 2024-9-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING INITIAL AND MONTHLY CAPACITY CHARGES, VOLUMETRIC CHARGES, EXCESS STRENGTH CHARGES, CAPITAL IMPROVEMENT PROJECT (CIP) CHARGES, IEUA ADMINISTRATIVE CHARGES, APPLICATION AND WASTEWATER DISCHARGE PERMIT APPLICATION FEES FOR THE INLAND EMPIRE BRINE LINE (IEBL) FOR FISCAL YEAR (FY) 2024/25.

WHEREAS, it is necessary to establish initial and monthly capacity charges, volumetric flow charges, CIP charges, trucked wastewater delivery charges and excessive strength charges;

WHEREAS, it is necessary to establish application fees for processing applications for Capacity Right Agreements and Wastewater Discharge Permits for the use of the Inland Empire Utilities Agency (Agency)'s Brine Line;

WHEREAS, one Agency Capacity Unit (CU) is defined as an equalized discharge at the flow rate of fifteen gallons per minute (GPM);

WHEREAS, under Section 13550, et seq., of the California Water Code, a Public Agency may require industries to use recycled water for certain purposes, where it is available and at reasonable cost;

WHEREAS, the Board of Directors of the Agency, pursuant to Ordinance No. 106, may establish said fees and charges by Resolution;

NOW, THEREFORE, the Board of Directors hereby RESOLVES, DETERMINES, AND ORDERS the following to be effective July 1, 2024, and remain in effect until rescinded by a new resolution:

Section 1 That the Initial Capacity Charge for the purchase of Agency Capacity Rights shall be set at $215,000.00 per CU.

Section 2 That the monthly charges for discharge to the Brine Line are as follows:

(A) CAPACITY CHARGES:

For discharge to the Brine Line, which reaches the jurisdiction of the Santa Ana Watershed Project Authority (SAWPA), the monthly Capacity Charge is $435.43 per CU.

(B) CAPITAL IMPROVEMENTS PROGRAM CHARGES:

The monthly Capital Improvements Program (CIP) charge for Brine Line is $90.00 per CU per month.

(C) VOLUMETRIC CHARGES

For discharge to the Brine Line, the monthly Volumetric Charge is $1,097.00 per Million Gallons of discharge. The minimum Volumetric Charge for discharge of 100,000 gallons or less per CU per month is $109.70 per CU per month.

(D) STRENGTH CHARGES

That Strength Charges are applicable to all discharges to the Brine Line, via pipeline or hauled by truck, for excessive Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS). The rates are as follows:

QUANTITY	RATE
BOD	$396.00 per 1,000 pounds (dry weight)
TSS	$497.00 per 1,000 pounds (dry weight)

Strength charges for the Brine Line discharges are calculated from the average of all the samples collected during the calendar month and invoiced on a monthly basis. If there is no sample data for a given month, strength charges for that month shall be determined by using the average value of all available data from the previous 12 months.

(E) AGENCY ADMINISTRATIVE CHARGES

Agency Administrative Charges of 50 percent shall be added to the charges of Section 2(A), 2(C), and 2(D).

(F) Other Charges

IEUA will pass on any other charges from SAWPA invoiced to the Agency to dischargers to the Brine Line, such as, but not limited to, flow and strength imbalances charges, permit fees, inspection fees, analytical fees, etc.

Section 3 For trucked discharges to the Brine Line, the wastewater discharge rate shall be based on the applicable Tiered Schedule as established by the higher concentration value for BOD or TSS. The Brine Line Tiered Rate Schedule for Trucks is shown in Table 1.

Table 1 – Brine Line Tiered Rate Schedule for Trucks

Tiered Schedule	BOD / TSS Concentration	Volumetric Charge Up to 5,000 gallons	Incremental Charge above 5,000 gallons, $ per one (1) gallon	*Concentrations over 100 mg/L*	
				BOD Charge $ per lb	TSS Charge $ per lb
Brine	BOD and TSS Less than 100 mg/L	$334.27	$0.0164		
Non-Brine	BOD or TSS 100 mg/L and higher	$334.27	$0.0164	$0.7995	$0.7636

Section 4 That Application fees for a Capacity Right Agreement shall be: $458.00

Section 5 That Initial Wastewater Discharge Permit Application and Permit Renewal fees for wastewater generators who discharge directly through pipeline connection to the NRWS sewer system shall be:

Initial Wastewater Discharge Permit Application Fees
(Ownership Change with Process Changes included):

Categorical Industrial User	$4,761.00
with Combined Waste Stream Formula, add	$1,252.00
with Production Based Standards, add	$722.00
with Multiple Categories, add	$2,377.00
Non-Categorical, Significant Industrial User	$3,503.00
Non-Categorical, Non-Significant Industrial User	$2,907.00

Permit Renewal Fees:

Categorical Industrial User	$3,569.00
with Combined Waste Stream Formula, add	$722.00
with Production Based Standards, add	$458.00
with Multiple Categories, add	$1,252.00
Non-Categorical, Significant Industrial User	$987.00
Non-Categorical, Non-Significant Industrial User	$722.00

Section 6 That Initial Wastewater Discharge Permit Application and Permit Renewal fees for wastewater generators whose wastewater is hauled away, i.e., by a wastewater trucking company, and discharged into the NRWS sewer system shall be:

Initial Wastewater Discharge Permit Application Fees:
(Ownership Change with Process Changes included)

Categorical Industrial User	$4,761.00
with Combined Waste Stream Formula, add	$1,252.00
with Production Based Standards, add	$722.00
with Multiple Categories, add	$2,377.00
Non-Categorical, Significant Industrial User	$3,503.00
Non-Categorical, Non-Significant Industrial User	$2,907.00

Permit Renewal Fees:

Categorical Industrial User	$3,569.00
with Combined Waste Stream Formula, add	$722.00
with Production Based Standards, add	$458.00
with Multiple Categories, add	$1,252.00
Non-Categorical, Significant Industrial User	$987.00
Non-Categorical, Non-Significant Industrial User	$722.00

Section 7 That Permit Revision or Facility Expansion fees shall be: $1,848.00

Permit Revisions shall be required if the modification affects the quantity/quality of the wastewater discharge to deviate from the conditions in the current permit by more than 25%. Such additions or modifications include, but are not limited to, the following: Maintenance, Monitoring, Change of Discharge Limits, Addition of Control Equipment, etc.

Section 8 That for change of business name with no process changes shall be: $433.00

That Permit Addendum fees shall be: $1,029.00

Permit Addendum shall be required if the addition or modification does not affect the existing wastewater quantity/quality by more than 25%. Such additions or modifications include, but are not limited to, the following: Maintenance, Monitoring, Change of Discharge Limits, Addition of Control Equipment, Ownership Change without Process Changes, etc.

Section 9 Toxic Organic Management Plan (TOMP) Processing — No Charge

Section 10 Miscellaneous processing fees that do not fall under any of the above sections shall be charged based on time and material of staff(s) evaluating such process using adopted labor rates for the current fiscal year.

Section 11 That all provisions of the Brine Line Ordinance and any amendments thereto are hereby applicable and will remain in full force and effect.

Section 12 That upon the effective date of this Resolution, the Resolution No. 2024-6-4 pertaining to the Inland Empire Brine Line (also known as South NRWS) is hereby rescinded in its entirety.

ADOPTED this 18th day of September 2024.

Marco Tule
President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Steven J. Elie
Secretary/ Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2024-9-2 as adopted at a regular Board meeting on September 18, 2024, of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Steven J. Elie
Secretary/Treasurer

(SEAL)

* A Municipal Water District

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Adopt Resolution No. 2024-9-2, Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority Rates

Alexander Lopez
Treasurer
September 2024

Background and Summary

- On July 25, 2024, a rate discrepancy was discovered in the Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority (SAWPA) South Rates as outlined in Resolution No. 2024-6-4.
- Adjust the Minimum Volumetric Charge per Million Gallon rate and Truck Base Rate per Load.
- Estimated fiscal impact of $6,288.00 (Minimum Volumetric Charge $288; Truck Base Rate per Load $6,000).

Summary of Changes			
	Adopted Resolution No. 2024-6-4	**Proposed Resolution No. 2024-9-2**	**Difference**
Minimum Volumetric Charge per Million Gallon	$ 107.30	$ 109.70	$ 2.40
Truck Base Rate per Load	$ 332.17	$ 334.27	$ 2.10

Staff's Recommendation

1. Adopt Resolution No. 2024-9-2, revising the Non-Reclaimable Wastewater Inland Empire Brine Line Santa Ana Watershed Project Authority (SAWPA) rates for Fiscal Year 2024/25 retroactive to July 1, 2024; and

2. Rescind Resolution No. 2024-6-4 adopted in June 2024.

Revision of the rate resolution for FY 2024/25 is consistent with the Agency's business goal of Fiscal Responsibility in funding and appropriation.

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee:

Staff Contact: Alyson Piguee, Director of External & Government Affairs

Subject: Adopt Resolution No. 2024-9-3 for US Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2025 Grant Application

Executive Summary:

On July 24, 2024, the US Bureau of Reclamation (USBR) released a grant funding opportunity for the USBR WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2025. The objective of this funding opportunity is to identify drought resiliency projects that will increase the reliability of water supplies, improve water management, and mitigate impacts caused by drought. IEUA is applying for a grant under this program for the Montclair Basin Improvements Project.

The project improvements are expected to enhance stormwater capture in the Montclair Basin by approximately 96 acre-feet per year (AFY). The total estimated cost for this construction project is $2,386,365. We are applying for $1,869,365 in funding from U.S. Bureau of Reclamation (USBR). The remaining $516,635 will be covered by a grant from the Metropolitan Water District.

Additionally, we have secured a Clean Water State Revolving Fund (CWSRF) loan of $2,062,000 from the State Water Resources Control Board (SWRCB). If this USBR grant is awarded, our staff will collaborate with the SWRCB to reduce the loan amount accordingly.

One of the application requirements is for the Board of Directors to pass a resolution that authorizes representatives to execute a public assistance agreement and authorizes the submittal of all required documents pertaining to the application.

Staff's Recommendation:

Staff recommends that the Board adopt Resolution No. 2024-9-3, authorizing the General Manager or his designee to execute the United States Bureau of Reclamation (USBR) WaterSMART Drought Response assistance agreement and to submit all required documents to USBR.

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

Account/Project Name: RW15003.3 - Montclair Basin Improvements

Fiscal Impact (explain if not budgeted):

If awarded, the USBR grant will reimburse a portion of IEUA's costs for the Montclair Basin Improvements Project, filling the gap for unexpected inflationary costs or reducing the amount

needed from State Revolving Fund loans. There will be no impact to the IEUA's current fiscal year budget. However, if awarded, the Fiscal Year 2025/26 budget for the RMPU projects, RW15003.3.00 of which Montclair Basin's subproject is RW15003.03, will be adjusted by the amount of the award.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Prior Board Action:

On June 17, 2020, the Board adopted Resolution No. 2020-6-2, to apply for the US Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2021 for the Recharge Master Plan Update (RMPU) Montclair Basin Improvements Project. The application was not selected by USBR at the time.
On September 15, 2021, the Board adopted Resolution No. 2021-9-6, authorizing IEUA to enter into a financial assistance agreement under the Stormwater for Recharge Pilot Program with the Metropolitan Water District of Southern California.
On December 19, 2018, the Board adopted Resolution No. 2018-12-2, to enter into financing agreements from the State Water Resources Control Board (SWRCB) for the construction of all components related to the Wineville, Jurupa, and RP-3 Basins Improvement Project, the Lower Day Basin Improvement Project, and the Montclair Basin Improvement Project.

Environmental Determination:

Project Environmental Impact Report

Environmental Determination Text:

The environmental compliance was done as part of the Facilities Master Plans Program Environmental Impact Report. One of the master plans considered, was the Recharge Master Plan Update (RMPU). The RMPU examined alternatives for increasing storm water and recycled water recharge by 7,091 acre-feet per year to the Chino Basin Groundwater Basin aquifer.

Attachments:

Attachment 1 - Resolution No. 2024-9-3

RESOLUTION NO. 2024-9-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART DROUGHT RESPONSE PROGRAM: DROUGHT RESILIENCY PROJECTS FOR FY 2025 WITH THE U.S. DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE RECHARGE MASTER PLAN UPDATE, MONTCLAIR BASIN IMPROVEMENT PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the WaterSMART: Drought Response Program: Drought Resiliency Projects for Fiscal Year 2025 with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Recharge Master Plan Update (RMPU) Montclair Basin Improvement Project;

BE IT RESOLVED, that the General Manager has reviewed and supports the application for the Montclair Basin Improvement Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement, and;

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2020-9-3 on this 18th day of September, 2024.

_____

Marco Tule, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

_____
Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the

Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution No. 2024-9-3 was adopted at a regular meeting on September 18, 2024 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Steven J. Elie
Secretary/Treasurer

(SEAL)

* A Municipal Water District

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1J

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee:

Staff Contact: Alyson Piguee, Director of External & Government Affairs

Subject: Adopt Resolution No. 2024-9-4, Authorizing Entering into Two Funding Agreements Under the Future Supply Actions Funding Program

Executive Summary:

The purpose of the Metropolitan Water District of Southern California Future Supply Action Funding Program (FSA) is to drive innovation, pilot new approaches, remove barriers, and provide regional benefits in any of the following local resources: groundwater, stormwater, reuse, and seawater desalination.

IEUA's funding request has been conditionally awarded for the two projects below:

1. $401,500 for the Advanced Water Purification Demonstration Facility (Demonstration Facility) for the design and construction of an approximately (~) 100 gallon per minute (gpm) for the Chino Basin Program (CBP). The value of the Demonstration Facility is significant 1) It will guide the design and operation of a full-scale Advanced Water Purification Facility, an essential component of the CBP, with significant water supply resilience and reliability benefits for our customers and our community; and 2) It will advance research and innovation related to advanced water treatment technologies, with findings applicable to advanced water treatment projects and the industry.
2. $298,000 for the Identifying and removing Per-and Polyfluoroalkyl Substances (PFAS) Used in Well Drilling Study: The Study seeks to demonstrate to the water supply industry that improved well construction and development processes can reduce or eliminate certain PFAS contamination in groundwater wells. This project is a partnership between IEUA, Three Valleys Municipal Water District, Western Municipal Water District, and Jurupa Community Services District, all of whom will be financially contributing to the project.

Staff's Recommendation:

Staff recommends that the Board adopt Resolution No. 2024-9-4, authorizing IEUA to enter into two funding agreements under the Future Supply Actions Funding Program with the Metropolitan Water District of Southern California for the following projects: Advanced Water Purification Demonstration Facility; and Identifying and Removing Per-and Polyfluoroalkyl Substances (PFAS) Used in Well Drilling Study.

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

Account/Project Name:

- Advanced Water Purification Demonstration Facility (Demonstration Facility)
- Identifying and removing Per-and Polyfluoroalkyl Substances (PFAS) Used in Well Drilling Study

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Resolution_No._2024-9-4

RESOLUTION NO. 2024-9-4

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING ENTERING INTO TWO FUNDING AGREEMENTS UNDER THE FUTURE SUPPLY ACTIONS FUNDING PROGRAM WITH METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENTS, AND ANY AMENDMENTS THERETO

WHEREAS, the Metropolitan Water District of Southern California under the Future Supply Actions Funding Program will make funding available to qualifying applicants; and

WHEREAS, staff has identified two projects that exemplify the objectives of the Future Supply Actions Funding Program and has submitted two applications to enter into two funding agreements with the Metropolitan Water District of Southern California to support said projects; and

WHEREAS, the General Manager has reviewed and supports the applications submitted.

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

1. That the Inland Empire Utilities Agency is hereby authorized to enter into two funding agreements under Future Supply Actions Funding Program; and

2. That the General Manager, or his designee(s), is hereby authorized and designated to sign, for and on behalf of the Agency, the funding agreements for the Future Supply Actions Funding Program and any amendments thereto; and

3. That the General Manager, or his designee(s), is hereby authorized and designated to represent the Agency in carrying out the Agency's responsibilities under the funding agreements, including certifying invoices and disbursement requests for Project costs on behalf of the Agency and compliance with applicable state and federal laws.

4. That the Inland Empire Utilities Agency is capable of providing the amount of funding and/or in-kind contributions specified in the grant applications funding plan;

5. That the Inland Empire Utilities Agency will work with the Metropolitan Water District of Southern California to meet established deadlines for entering into two funding agreements.

ADOPTED this 18th day of September 2024.

Marco Tule
President of the Inland Empire Utilities Agency*
and the
Board of Directors thereof

ATTEST:

Steven J. Elie,
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors Thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency, DO HEREBY CERTIFY that the foregoing Resolution No. 2024-9-4 was adopted at a regular meeting on September 18, 2024, of said Board by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Steven J. Elie
Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

(SEAL)

* A Municipal Water District

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

2A

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: No Committee Review

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Award Master Services Contracts for Agencywide Digester Cleaning Services

Executive Summary:

At the RP-1, there are currently seven digesters with plans to add three more. RP-2 houses three digesters, and RP-5 will have five digesters totaling eighteen digesters across all facilities.
Over time, solids accumulate in the digesters reducing their volume, thus the effectiveness of treating solids is reduced. Regular cleaning is essential for optimal operation, maximizing biogas production and minimizing operational costs. Historically, IEUA has cleaned one digester yearly through a digester cleaning service contract. With a new master service contract, qualified contractors will regularly execute future digester cleanings, ensuring enhanced operations.
On April 23, 2024, IEUA released a Request for Proposals (RFP) for Agencywide Digester Cleaning Services. Two proposals were received on June 26, 2024, through PlanetBids. A panel of IEUA staff from both the Operations and Asset Management Units reviewed and rated the proposals. Both contractors met IEUA's need based on staff qualifications, relevant experience, and cost of services. Staff recommends awarding two master services contracts, one to Ecology Auto Parts, Inc. and one to Synagro-WWT, Inc. for a total aggregate not-to-exceed amount of $5,000,000 for a five-year period, with the option of two one-year extensions.

Staff's Recommendation:

Staff recommends that the Board:

1. Award Master Services Contracts for Agencywide Digester Cleaning Services to Ecology Auto Parts, Inc. and Synagro-WWT, Inc. for a total aggregate not-to-exceed amount of $5,000,000 for a five-year period, with the option of two one-year extensions; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval* 5,000,000.00

Account/Project Name: Multiple capital projects and operation and maintenance budgets under various program funds.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's Fiscal Year Budget as a result of this action. These contracts are for work, which will be required on various projects at various times. The funding for this work is included in each individual project and department O&M budget under various program funds. No separate funding source is required for these contracts.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Ecology Auto Parts Contract
Attachment 3 - Synagro-WWT, Inc Contract

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Award Master Services Contracts for Agencywide Digester Cleaning Services



Alan Lau, P.E.
Senior Associate Engineer, P.E.

September 2024

Background

- Eighteen Total Digesters Agencywide
  - — Existing and future
- Digester Cleaning
  - —Specialized service
  - —One per year





RP-1 Digester Interior



RP-1 Digester Exterior

Scope of Services

- Clean, remove, and dispose digester materials
- Purge vapor space with nitrogen
- Haul and dispose material to permitted disposal site



Dewatering Belt Press and Centrate Discharge to Gravity Thickener

Request for Proposals Summary

- Request for Proposals posted on April 23, 2024
- Received two Proposals on June 26, 2024

Recommended Contractors
1. Ecology Auto Parts, Inc.
2. Synagro-WWT, Inc.

Staff's Recommendation

1. Award Master Services Contracts for Agencywide Digester Cleaning Services to Ecology Auto Parts, Inc. and Synagro-WWT, Inc. for a total aggregate not-to-exceed amount of $5,000,000 for a five-year period, with the option of two one-year extensions; and
2. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

Agencywide Digester Cleaning Services is consistent with **IEUA's Business Goal of Wastewater Management,** specifically the Asset Management objective's that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

MASTER SERVICES CONTRACT NUMBER: 4600003517
FOR PROVISION OF
ON-CALL / AS-NEEDED AGENCY-WIDE
ANAEROBIC DIGESTER CLEANING SERVICES
PROJECT No. 22024

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and Ecology Auto Parts, Inc. with offices located in Cerritos, California (hereinafter referred to as "Contractor") in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call environmental consulting services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit**

A, Sample Task Order).

C. Amendments to this Master Services Contract.
D. Master Services Contract Number 4600003517, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-008 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 26, 2024 (attached hereto as **Exhibit B**

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

   Ordering Provisions and Understandings:

   Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

   Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

   Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate five (5) years from the Notice to Proceed, that being September 30, 2029, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract

Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003517" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF** $5,000,000.00 over five (5) years. The aggregate total of compensation constitutes the total amount authorized for two (2) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus

equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage change for the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for

additional compensation within the fourteen (14) calendar days, Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project

Manager shall submit Contractor's written protests to the General Manager, together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or

local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and

Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: Louis Pratty
Secretary
Ecology Auto Parts, Inc.
14150 Vine Place
Cerritos, California 90703

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**ECOLOGY AUTO PARTS, INC:**	
_____	_____	_____	_____
Shivaji Deshmukh General Manager	(Date)	Charles Siroonian Chief Executive Officer	(Date)

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MASTER SERVICES CONTRACT NUMBER: 4600003516

FOR PROVISION OF

ON-CALL / AS-NEEDED AGENCY-WIDE

ANAEROBIC DIGESTER CLEANING SERVICES

PROJECT No. 22024

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2024, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "IEUA" and "Agency") and Synagro-WWT, Inc. with offices located in Baltimore, Maryland and Rancho Cordova, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future need(s) to retain the services of Contractor to provide on-call digester cleaning services on an "as needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

   A. Amendments to Task Order releases under this Master Services Contract.
   B. Task Order releases under this Master Services Contract (attached hereto as **Exhibit**

A, Sample Task Order Form).

C. Amendments to this Master Services Contract.
D. Master Services Contract Number 4600003516, General Terms and Conditions.
E. Agency's Request for Proposals Number RFP-RW-24-008 and all germane Addenda, incorporated herein by this reference.
F. Contractor's Proposal dated June 26, 2024 (attached hereto as **Exhibit B**)

2. SCOPE OF WORK AND SERVICES: Contractor shall provide all labor, materials, research, documents, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract (hereinafter "the Contract"), including exhibits, addenda, and amendments hereto. The Work shall be carried out in accordance with the Contract in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Subject equipment shall be covered by a signed copy of Agency's "Waiver / Release of Liability" form, referenced herein, attached hereto, and made a part hereof as **Exhibit C**. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with the Contract, or as directed by the cognizant Project Manager.

   Ordering Provisions and Understandings:

   Negotiation of Task Orders: At Agency's request, Contractor shall submit a proposed scope of work, price and term for each specific Task Order. Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. Task Orders shall be developed on a time-and-materials basis with a not-to-exceed limit. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Schedule of Fees and Rates referenced herein, attached hereto, and made a part hereof as **Exhibit B** to the Contract. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals as outlined in Section 6. of the Contract.

   Task Order Price: The price for each Task Order shall be determined on a time-and-material basis with a not-to-exceed limit, addressed and authorized via the content of each specific Task Order.

   Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Example Task Order that is included herein as **Exhibit A** – Sample Task Order.

3. TERM: The term of the Contract shall extend from the date of the contract's award by Agency's Board of Directors, and subsequent full execution, and terminate five (5) years from the Notice to Proceed, that being September 30, 2029, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to the Contract. Agency hereby reserves the right to exercise two (2) one-year options to extend Contract

Term at Contractor's then-prevailing Schedule of Rates.

4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. INVOICING AND PAYMENT: Contractor's invoices shall be based on Contractor's not-to-exceed price bid for each specified Task Order. Any subsequent field change orders or amendments shall have Contractor's bid approved in advance by Agency's cognizant Project Manager, reduced to writing by Task Order Amendment, and signed by both parties.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of the Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the cognizant Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003516" and the associated Task Order Number. All invoicing shall be submitted electronically to apgroup@ieua.org . All remittances shall be paid via Automated Clearing House (ACH). Contractor shall engage in all of Agency's public works activity as covered under California prevailing wage laws (California Labor Code §1720 et seq.) Contractor shall provide with all public works invoicing certified payroll verifying that Contractor has paid prevailing wage in accordance with the Department of Industrial Relations (DIR) requirements as stipulated in SB854 and SB96 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

6. COMPENSATION AND CHANGES: For the term of the Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Contractor's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Proposals and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the first two (2) years of the Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule. As compensation for the work performed under the Contract, Agency shall pay Contractor for all work satisfactorily provided hereunder in accordance with **Exhibit B**, from **A TOTAL AGGREGATE NOT TO EXCEED AMOUNT OF** $5,000,000.00 over five (5) years. The aggregate total of compensation constitutes the total amount authorized for two (2) similar Master Services Contracts, of which this is one.

6.1 PRICE ADJUSTMENTS: For the first two (2) years of the Contract, there shall be no increases to Contractor's fees. Commencing on February 21, 2026 and continuing each February 21st thereafter, those fees provided for as **Exhibit B** shall be adjusted plus or minus

equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those fees in **Exhibit B** shall be the percentage change for the twelve (12)-month period from February to February starting with the period of February 2026 to February 2027 and continuing every twelve months thereafter. Despite any changes in the CPI for any given twelve (12)-month period, adjustments to those fees in **Exhibit B** shall not increase or decrease more than five (5) per cent during any single twelve (12)–month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantial result as would have been obtained if the CPI had not been discontinued or revised.

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

8. FITNESS FOR DUTY:

   A. Fitness: Contractor's personnel on the Jobsite:

      1. Shall report for work in a manner fit to do their job;

      2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

      3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000.00 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 $4,000,000.00.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

1. General Liability and Automobile Liability Coverage

a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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 Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to Insurance@ieua.org .

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of Agency.

C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under the Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Contractor or its employees.

D. Subcontracted Services: Any subcontracts for the performance of any services under the Contract shall be subject to the prior written approval of the Project Manager.

E. Grant-Funded Projects: This is not a grant-funded project.

F. No Guarantee of Work: Contractor understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.

G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under the Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under the Contract, to the extent caused by Contractor's negligence or willful misconduct.

In addition to the above, Contractor 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 Contractor, its employees, and its Contractors that result in claims against the Agency by Contractor's employees, Contractors, 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. Contractor 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 Contractor's employees, Contractors, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving the Contract, or any subcontract relating to services or tasks to be performed pursuant to the Contract, shall become directly or indirectly personally interested in the Contract.

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

K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must notify Agency's Contract Administrator that the directed work appears to be outside the scope within fourteen (14) calendar days after receiving the direction from Agency personnel. If Agency does not receive a request for

additional compensation within the fourteen (14) calendar days, Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.

L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of the Contract.

The Contractor's liability with respect to any claims arising out of the Work and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

M. Disputes:

1. All disputes arising out of or in relation to the Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Project Manager notwithstanding the existence of dispute. By entering into the 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 mediation.

2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Project Manager, and Contractor shall comply, pursuant to Agency Project Manager instructions. If Contractor is not satisfied with any such resolution by Agency's Project Manager, they may file a written protest with Agency's Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project

Manager shall submit Contractor's written protests to the General Manager, together with a copy of 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 Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:

   a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.

   b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

N. Prevailing Wages: The work associated with the Contract shall be subject to the prevailing wage requirements specified within Section 1770 of the California Labor Code, if applicable. The selected Contractor shall not pay its employees assigned to this project less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations (DIR), for the locality in which the work is to be performed, and for each craft or type of worker needed to execute the work contemplated under the Contract, in that all Work be designated as Public Works (CAL PCC Section 22002.) In accordance with the Labor Code, the DIR has on file all schedules of prevailing wage rates for the types of work covered by the Contract.

Contractor, or any subcontractor performing part of the Work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to minimum days, work days, nondiscrimination, apprentices, maintenance, and availability of accurate payroll records and any other matters required under Federal, State, or

local laws related to labor.

O. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONTRACTOR: I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the work of the Contract or any subsequent Task Orders.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: 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 Contractor and/or the Contractor's subContractor(s) pertaining to the Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in the Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the California Public Records Act.

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required

by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

15. INFRINGEMENT: Contractor 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.

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

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

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

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

Contractor: John Pugharesi
Senior Area Sales Manager
Synagro-WWT, Inc.
435 Williams Court, Suite 100
Baltimore, Maryland 21220

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of the Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under the Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.

18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. The Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.

20. GOVERNING LAW: The Contract is to be governed by and constructed in accordance with the laws of the State of California. Except as otherwise provided herein, the Parties each irrevocably consent that any legal action or proceeding arising under or relating to the Contract shall be brought in either the federal court of the United States District Court for the Central district, Ninth Circuit of California (or if federal jurisdiction is not available, in state court located in the County of San Bernardino, State of California) and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to the Contract.

21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor.

24. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, all subject to Agency's prior approval, and Contractor shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Contractor's services under this Agreement.

25. THIRD PARTIES: The services to be performed by Contractor 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 Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Contractor's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY: (a Municipal Water District)		**SYNAGRO - WWT INC:**	
_____	_____	_____	_____
Shivaji Deshmukh	(Date)	Emil Kneis	(Date)
General Manager		Sales Support Manager	

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Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

2B

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Revise Contract Limit for Master Services Contracts for SAP Support Services (Finance & Admin)

Executive Summary:

In September 2023, the Board approved Master Services Contracts for SAP Support Services with an aggregate limit of $400,000 per fiscal year. The contract term is for three years with two one-year optional extensions. A request for proposals was advertised, and 8 responses were submitted. Based on their responses and qualifications, five companies were selected: AspireHR, Epi-USE, V3iT, Seria Digital, and Phoenix Business Systems.

SAP is the Agency's current Enterprise Resource Planning (ERP) software and will reach its end of life in December 2027. Staff is requesting to revise the aggregate limit of $400,000 per fiscal year with a total authorization of $3,000,000 for the term of the contracts. This change will allow the master services contracts to support the existing SAP system and the migration to the new ERP software.

Staff recommends revising the previously approved Master Services Contracts for SAP Support Services to remove the annual aggregate limit of $400,000 per year and establish a limit of $3,000,000 for the term of the contracts.

Staff's Recommendation:

Staff recommends that the Board:

1. Remove the annual aggregate limit set in the Master Services Contracts for SAP Support Services of $400,000 per fiscal year; and
2. Approve a revision to the contract in the amount of $1,000,000, increasing the total contract from $2,000,000 to a not-to-exceed amount of $3,000,000.

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

Account/Project Name:

IS24003/10200 / 100000 / 118100 / 520980

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Prior Board Action:

Item No: 507

On September 20, 2023, the Board of Directors awarded three-year Master Services Contracts for SAP Support Services to the following vendors: Aspire HR, Deloitte Consulting, EPI-USE America, Phoenix Business Consulting, Sierra Digital Inc, and V3iT Consulting, for an aggregate amount of $400,000 per fiscal year beginning on October 1, 2023, with two one-year options to extend.

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Revise Contract Limit for Master Services Contracts for SAP Support Services



Don Hamlett
Director of Information Technology
September 2024

Appropriation Limits

- Current Master Services Contract
  - —$400,000 Fiscal Year Limit
  - —Not to Exceed $2,000,000
  - —Use Approved Vendors
  - —Support of Existing Enterprise Resource Planning software (ERP)
    - System Support
    - Legal and Tax Updates
    - MOU Updates

- Proposed Revisions to Master Services Contract
  - —Remove Fiscal Year Limit
  - —Not to Exceed $3,000,000
  - —Use Approved Vendors
  - —Support of Existing ERP
  - —Support the Implementation of New ERP



Staff's Recommendation

1. Remove the annual aggregate limit set in the Master Services Contracts for SAP Support Services of $400,000 per fiscal year; and

2. Approve a revision to the contract in the amount of $1,000,000, increasing the total contract from $2,000,000 to a not-to-exceed amount of $3,000,000.

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

2C

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Approve Agreement with City of Fontana for One Water Connection Fee Collection (Finance & Admin)

Executive Summary:

In 2016, IEUA established the One Water Connection Fee to fund the future needs for reliable water supplies to support capital improvement and expansion of the regional water system. The fee supports the development of local and imported water supplies, expansion of recycled water and groundwater recharge facilities, and water use efficiency programs.
In the City of Fontana service area, the fee collection process is managed through their water retailer Fontana Water Company (FWC). Since 2016, there have been challenges in coordinating timely fee collection with FWC, as the California Public Utilities Commission requires them to install the water meter upon payment by the customer and prior to having IEUA's fee collected. Due to this, a property owner notification and lien process was established in 2019 to ensure timely collection of IEUA's fee. In discussions with City of Fontana staff, it was agreed that the process could be streamlined through their building permit process. Staff at both agencies collaboratively drafted an agreement where the City of Fontana collects the fee through the building permit process. IEUA will compensate the City for their staff time to process each building permit at a rate of $150 per building permit (with a 5% increase per fiscal year) and collaboratively conduct annual audits of the building permit-fee collection process. The lien process is available should the audit find fees were not collected. The City of Fontana will remit the collected fees to IEUA on a quarterly basis minus their staff time compensation.

Staff's Recommendation:

Staff recommends that the Board:

1. Approve an Agreement for the Collection of the Inland Empire Utilities Agency Water Connection Fee by the City of Fontana; and
2. Authorize the General Manager to execute the Agreement.

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

Fiscal Impact (explain if not budgeted):

IEUA will remit $150.00 per transaction to the City of Fontana to cover administration costs, with a 5% increase to the rate per fiscal year. Initial annual cost estimates based on building permits processed for new development in the Fontana service area is approximately 1,100 permits and payments to Fontana would be estimated at $165,000 per year.

Regional Sewerage *Technical Committee (Y/N):* N

Policy Committee (Y/N): N

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Agreement

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

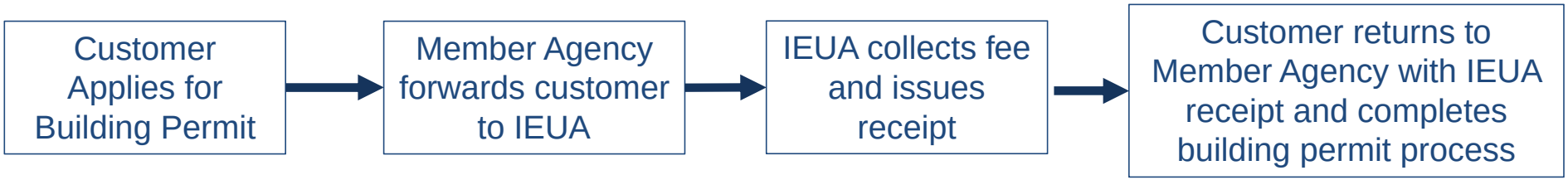
Approve Agreement with City of Fontana for One Water Connection Fee Collection



Ken Tam, P.E.
Manager of Environmental Services
September 2024

One Water Connection Fee Program Established to Meet Water Supply Demands from Future Growth

- Fee was established in 2016 to fund future needs for reliable water supplies to support capital improvement and expansion of regional water system
  - —Imported water supply
  - —Recycled water and groundwater recharge facilities
  - —Water use efficiency programs
- Procedure to directly collect water connection fee established same year



- $52 million have been collected to date since 2016

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Challenges in Fee Collection Leads to Establishment of a Lien Process in the Fontana Service Area

- City of Fontana's service area fees are coordinated with Fontana Water Company
- Coordination challenges with Fontana Water Company
  - —Meters installed prior to IEUA fee collection
  - —Public Utilities Commission regulations
  - —Notification and Lien Process established in 2019 to ensure fee recovery
- Notification letters are issued to the property
- Liens on customer accounts is an imperfect process
  - —Developers are typically responsible for fee
  - —Homeowners may end up paying for fee
  - —Fee recovery on filed liens may take years to collect
- 85 current active liens totaling approximately $600,000

Agreement will Streamline Fee Collection Process

- City of Fontana and IEUA staff collaboratively drafted an agreement
- City of Fontana to collect a fee through the building permit process
- IEUA to compensate the City of Fontana $150.00 per building permit
  - —Based on salary of staff member(s) that process the permit
  - —5% fee increase per fiscal year
- Fees are remitted to IEUA quarterly (minus Fontana's compensation)
- IEUA-Fontana to audit the process annually
  - —Lien process available in case fees are not collected
- Either party may withdraw from the agreement at any time
- Planning and Finance Departments to collaboratively review current liens and collect

Staff Recommendation:

1. Approve an Agreement for the Collection of the Inland Empire Utilities Agency Water Connection Fee by the City of Fontana; and

2. Authorize the General Manager to execute the Agreement.

*The adoption of the IEUA-Fontana Water Connection Fee Collection Agreement is consistent with **IEUA's Business Goals** of **Water Reliability, Business Practices,** and **Fiscal Responsibility** by ensuring the One Water Connection Fee is collected in a streamlined manner within the City of Fontana's service area.*

AGREEMENT FOR THE COLLECTION OF THE INLAND EMPIRE UTILITIES AGENCY WATER CONNECTION FEE BY THE CITY OF FONTANA

This AGREEMENT FOR THE COLLECTION OF THE INLAND EMPIRE UTILITIES AGENCY WATER CONNECTION FEE BY THE CITY OF FONTANA (the "Agreement") is entered into this ____ day of _____, 2024 ("Effective Date") by and between the CITY OF FONTANA ("**City**"), and INLAND EMPIRE UTILITIES AGENCY, a municipal water district ("**IEUA**").

RECITALS

A. WHEREAS, IEUA is a municipal water district organized and existing pursuant to Sections 71000 *et seq*. of the California Water Code and California Government Code §66013 and §5499;

B. WHEREAS, The City of Fontana is a general law city located within the County of San Bernardino, State of California;

C. WHEREAS, IEUA has adopted Ordinance No. 104 establishing the Water Connection Fee Program or ("WCF") program, effective January 1, 2016, to recover costs of creating regional water supplies to meet the future demands from development. The WCF is a one-time fee paid for new and upsized connections which include potable, recycled water, and landscape meters;

D. WHEREAS, IEUA and the City mutually agree that the City has the ability to effectively evaluate and collect the WCF for all new and upsized water meters as part of the development and building permit process on behalf of IEUA;

E. WHEREAS, IEUA agrees to compensate the City for the collection and remittance of the WCFs.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants hereinafter contained, the parties agree as follows:

1. Collection of Fees The City shall collect the IEUA WCF for any water meter installed or upsized in the City as part of their building permit process.

2. Compensation IEUA shall compensate the City staff at a rate of $150.00 per building permit processed which includes the collection of WCF(s). Beginning July 1, 2025, and every July 1 thereafter, the Compensation Rate shall be increased by five percent (5%).

3. Remittance of Fees collected The City shall hold the collected IEUA WCF in a separate account and remit payments to IEUA on quarterly basis. The remittance will be minus the City's labor costs for the fees processed within that quarterly period.

4. Annual Audit and Reconciliation of EDUs

(a) IEUA reserves the right to audit the WCF collection by the City. However, IEUA shall hold the City harmless should it be found the City made good faith efforts to collect the WCF and the fee was not be collected as part of the building permit process. Should the City of Fontana be unable to collect the WCF, IEUA shall initiate a lien process on the parcel.

(b) The City and IEUA, on an annual basis, shall reconcile the building permits and WCF collections.

5. Indemnification Each party agrees to protect, defend, indemnify and hold harmless the other party and its officers, directors, agents, and employees free and harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries to property or persons, including wrongful death, in any manner arising out of or incident to any acts, conducted by the other parties, its employees, agents, and representatives arising out of or in connection with this Agreement whether or not there is concurrent, passive or active negligence on the part of the other parties.

6. Term The term of this Agreement shall commence upon the Effective Date. Should the IEUA or the City withdraw from this agreement, the initiating party shall notify the other party no less than 30 days of its intent to withdraw. Should the parties agree to terminate this Agreement, all funds collected by the City shall be remitted to IEUA within 90 days of the Agreement termination date after a final reconciliation is performed. No waiver or modification of this Agreement shall be binding unless consented to by both parties in writing.

7. Notices All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective parties may provide in writing for this purpose:

CITY OF FONTANA	**INLAND EMPIRE UTILITIES AGENCY**
8353 Sierra Avenue	P.O. Box 9020
Fontana, CA 92335	Chino Hills, CA 91710
Attn: City Manager	Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions and preliminary agreements or understandings, written or oral. No waiver or modification of this Agreement shall be binding unless consented to by both parties in writing.

9. Consent to Breach Not Waiver No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing to the other party. Any waiver or consent by either parties for a breach by the other, whether expressed

or implied, shall not constitute a waiver, consent or excuse for any other existing or subsequent breach.

10. Invalidity and Severability If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11. Governing Law This Agreement shall be governed by the laws of the State of California.

12. Authority to Enter into Agreement IEUA and the City warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.

13. Attorneys' Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.

14. Incorporation of Recitals. The Recitals are incorporated herein and made an operative part of this Agreement.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF FONTANA	**INLAND EMPIRE UTILITIES AGENCY**
By: _____	By: _____
Matthew C. Ballantyne	Shivaji Deshmukh, P.E.
City Manager	General Manager

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

2D

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Approve the First Quarter Budget Amendment and Adopt Resolution No. 2024-9-1, Approving and Adopting the Amended Budget for Fiscal Year 2024/25 (Finance & Admin)

Executive Summary:

On June 19, 2024, the Board of Directors approved the Agency's FY 2024/25 Amended Budget and the Ten-Year Capital Improvement Plan (TYCIP) 2024/25 - 2033/34. In compliance with the Agency's Fiscal Control Ordinance 102 and Policy A-81, Fiscal Year End Carry Forward of Encumbrances and Related Budget, a review was done at the end of the fiscal year, and it was determined that budget adjustments are needed to meet changes in certain assumptions or conditions.

The proposed first quarter amendment includes a request to transfer FY 2024/25 capital budget from project EN22044 RP-1 Solids Thickening Building to non-capital operations and maintenance budget. The transfer is needed to fund RP-1 solar decommissioning costs which are considered operations and maintenance costs. Additionally, the project requires a total project budget increase primarily due to inflationary cost increases for design, construction management, and construction costs.

The total project budgets for twenty-five non-capital projects, included in the Ten Year Capital Improvement Plan (TYCIP) adopted in June, require adjustments to align with their previously requested amounts.

Project EN25040 MWD Grant Pilot Testing of PFAS Contamination was approved as part of the TYCIP in the Recharge Water fund. Staff has requested that the project be transferred to the Recycled Water fund and that the annual and total project budget be transferred to the new project RW25001 Identifying and Removing PFAS used in Well Drilling.

Additionally, a budget transfer from the Regional Wastewater O&M fund professional fees and services budget to the Administrative Services fund is requested to support implementation and annual subscription costs for Synario financial modeling software and Gravity software that will produce a digital Annual Comprehensive Financial Report and Biennial Budget document.

The last request is for the approval of the annual carry forward of encumbered and non-encumbered commitment items from FY 2023/24 to FY 2024/25. The proposed carry forward amount includes a carry forward of budget to fund the pension prepayment for CalPERS Unfunded Accrued Liability. The remaining carry forward amount includes encumbered and non-encumbered budget for capital and non-capital project commitments.

Staff's Recommendation:

Staff recommends that the Board:

1. Approve the First Quarter Budget Amendment; and
2. Adopt Resolution No. 2024-9-1, approving the amended budget for Fiscal Year 2024/25.

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

Fiscal Impact (explain if not budgeted):

If approved, the FY 2024/25 budget will be augmented by $ 11,532,689 in the respective funds and major account categories as detailed in Attachment A.

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Background
Attachment 2 - Resolution No. 2024-9-1
Attachment 3 - PowerPoint

Background

Subject: Adopt Resolution No. 2024-9-1, Approving and Adopting the Amended Budget for Fiscal Year 2024/25

BACKGROUND

On June 19, 2024, the Board of Directors approved the Agency's FY 2024/25 Amended Budget and the Ten-Year Capital Improvement Plan (TYCIP) 2024/25 - 2033/34.

In compliance with the Agency's Fiscal Control Ordinance 102 and Policy A-81, Fiscal Year End Carry Forward of Encumbrances and Related Budget, a review was done at the end of the fiscal year, and it was determined that budget adjustments are needed to meet changes in certain assumptions or conditions. The requested amendment includes the following:

- $79.4 million total project budget increase and the transfer of $600,000 annual capital budget to non-capital O&M budget for project EN22044 RP-1 Solids Thickening Building
- $11.2 million total project budget increase for twenty-five non-capital projects adopted as part of the TYCIP.
- $828,150 transfer between funds, a net zero impact to FY 2024/25 annual O&M budget, and
- $11.5 million carry forward of commitments for projects and O&M items.

A summary of the proposed annual amendment and the total project budget amendment request is shown in Table 1.

Table 1: First Quarter Budget Amendment Summary by Fund
($ in Millions)

Fund	*FY 2024/25 Adopted Budget	Proposed Amendment	Amended FY 2024/25 Budget	**Current Total Project Budget	Proposed Amendment	Amended Total Project Budget
Administrative Services	$19.30	$5.65	$24.95	$57.73	$0.13	$57.86
Recharge Water	7.09	(0.60)	6.49	39.67	(0.60)	39.07
Non-Reclaimable Water	18.53	0.00	18.53	45.40	(0.12)	45.28
Recycled Water	27.62	1.38	29.00	557.16	0.80	557.96
Water Resources	77.01	0.64	77.65	42.18	6.36	48.54
Regional Wastewater O&M	132.16	4.23	136.39	233.94	4.66	238.60
Regional Wastewater Capital	110.21	0.23	110.44	1,463.31	79.43	1,542.74
Grand Total	**$391.92**	**$11.53**	**$403.45**	**$2,439.39**	**$90.66**	**$2,530.05**

*Total O&M Expenses and Capital Program

**Includes the total project budget for all active projects. The total represents the amount to be spent over the lifetime of the project and not necessarily within the 10-year forecast.

The proposed first quarter amendment includes a request to transfer FY 2024/25 capital budget from project EN22044 RP-1 Solids Thickening Building to non-capital operations and maintenance budget. The transfer is needed to fund RP-1 solar decommissioning costs which are considered operations and maintenance costs. Additionally, the project requires a total project budget increase primarily due to inflationary cost increases for design, construction management, and construction costs.

The total project budgets for twenty-five non-capital projects, included in the Ten Year Capital Improvement Plan (TYCIP) adopted in June, require adjustments to align with their previously requested amounts. The requested total project budget increase or decrease for each project is shown in detail below beginning on page 3.

Project EN25040 MWD Grant Pilot Testing of PFAS Contamination was approved as part of the TYCIP in the Recharge Water fund. Staff has requested that the project be transferred to the Recycled Water fund and that the annual and total project budget be transferred to the new project RW25001 Identifying and Removing PFAS used in Well Drilling. This is a joint project between IEUA, Three Valleys Municipal Water District, Western Municipal Water District, and Jurupa Community Services District. The project has also received a conditional grant award from the Metropolitan Water District.

Additionally, a budget transfer from the Regional Wastewater O&M fund professional fees and services budget to the Administrative Services fund is requested to support implementation and annual subscription costs for Synario financial modeling software and Gravity software that will produce a digital Annual Comprehensive Financial Report and Biennial Budget document.

The last request is for the approval of the annual carry forward of encumbered and non-encumbered commitment items from FY 2023/24 to FY 2024/25. The proposed carry forward amount includes a carry forward of budget to fund the $4.5 million pension prepayment for the CalPERS Unfunded Accrued Liability. The remaining carry forward amount includes encumbered and non-encumbered budget for commitment items for capital and non-capital projects.

The Agency’s accounting treatment of budget carry forwards for open encumbered and non-encumbered commitments at fiscal year-end is consistent with the accounting standards prescribed by the National Council on Government Accounting Statement No. 1, and the Governmental Accounting Standards Board (GASB), and affirmed by the Agency’s external auditors.

Background

The First Quarter Budget Amendment line-item detail is shown below:

OPERATIONS & MAINTENANCE – Total allocation of $4,950,000 from operating contingency unobligated reserves

Fund	GL Number	Description	Annual Budget	Requested Change	Annual Amended Budget	Justification
OPERATIONS & MAINTENANCE						
Administrative Services	509816	Pers – Employer GASB 68	$10,138,190	$4,500,000	$14,638,190	Carry Forward
	512010	Office Supplies General	0	10,000	10,000	Office & Administrative budget for in-house counsel
	520980	Professional Services Other	0	79,400	79,400	Financial software implementation
	521410	Computer Systems Maintenance	44,604	138,750	183,354	Financial software annual subscription
Recycled Water	520290	Legal – Settlements	0	430,000	430,000	Carry Forward
	520230	Legal - Litigation	70,000	20,000	90,000	Carry Forward
Regional Wastewater O&M	520980	Other Contract Services	425,110	(228,150)	196,960	Transfer budget to Office and Administrative and Professional Fees
Total Operations & Maintenance Requests			**$10,677,904**	**$4,950,000**	**$15,627,904**	

NON-CAPITAL PROJECTS

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
NON-CAPITAL PROJECTS									
Administrative Services	EN24056	PLA Informational Consulting Svc	$75,000	$50,000	$125,000	$75,000	$125,000	$200,000	Carry Forward Adjust total project budget
	EN24060	HQ Geotechnical Assessment	0	99,911	99,911	100,000	0	100,000	Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Administrative Services	FM20001	HQ Interior Replacements	0	100,000	100,000	1,986,000	0	1,986,000	Carry Forward
	FM24005	RP-1 Agency Utility Carts	0	76,216	76,216	80,000	0	80,000	Carry Forward
Recharge Water	EN25040	MWD Grant – Pilot Testing of PFAS	600,000	(600,000)	0	600,000	(600,000)	0	Transfer budget to Recycled Water project RW25001
Non-Reclaimable Wastewater	EN25016	NRWS Emergency O&M Projects	50,000	0	50,000	150,000	(100,000)	50,000	Adjust adopted total project budget
	PL21002	NRWS Rate Study	50,000	0	50,000	416,000	(16,000)	400,000	Adjust adopted total project budget
Recycled Water	RW25001	Identifying and Removing PFAS in Well Drilling	0	600,000	600,000	0	600,000	600,000	Transfer budget from Recharge Water project EN25040
	PL18002	Basin Plan Amendment	100,000	0	100,000	731,000	(81,000)	650,000	Adjust adopted total project budget
	WR16001	Water Softener Removal Rebate	75,000	0	75,000	450,000	300,000	750,000	Adjust adopted total project budget
	WR20029	Upper SAR HCP & Integrated Model – Recycled Water	30,000	0	30,000	292,000	(24,000)	268,000	Adjust adopted total project budget
	EN19030	WC Asset Management	0	34,550	34,550	1,087,510	0	1,087,510	Annual Carry Forward
	EN21051	Ely Monitoring Wells	0	2,979	2,979	379,999	0	379,999	Annual Carry Forward
	EN23090	WC On-Call Small Projects	0	130,161	130,161	330,753	0	330,753	Annual Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Recycled Water	EN24040	WC Hydraulic Modeling	0	9,435	9,435	40,000	0	40,000	Annual Carry Forward
Water Resources	PL18001	Calif. Data Collaborative WUE Data Analytics	10,000	0	10,000	57,500	22,500	80,000	Adjust adopted total project budget
	PL23012	Regional Imported Supply Reliability Analysis	250,000	0	250,000	750,000	250,000	1,000,000	Adjust adopted total project budget
	WR20028	Upper SAR HCP & Integrated Model - Water	30,000	0	30,000	292,000	(24,000)	268,000	Adjust adopted total project budget
	WR23004	Discover the Environment and Water	200,000	0	200,000	350,000	361,425	711,425	Adjust adopted total project budget
	WR25027	Urban Water Management Plan	100,000	0	100,000	100,000	100,000	200,000	Adjust adopted total project budget
	WU24016	Turnkey Turf Transformation	2,824,833	0	2,824,833	2,824,834	5,649,666	8,474,500	Adjust adopted total project budget
	WR18028	Water Bank	0	78,225	78,225	2,450,608	0	2,450,608	Annual Carry Forward
	WU24001	WUE General Program Fund	0	301,667	301,667	323,647	0	323,647	Annual Carry Forward
	WU24012	Small Site WBIC Upgrades	0	263,540	263,540	348,592	0	348,592	Annual Carry Forward
Regional Wastewater O&M	AM24010	Aency-Wide O&M Manual Update	1,000,000	0	1,000,000	2,100,000	2,000,000	4,100,000	Adjust adopted total project budget
	EN23021	Agency Wide Infiltration and Inflow Study	200,000	0	200,000	250,000	350,000	600,000	Adjust adopted total project budget

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Regional Wastewater O&M	EN25005	MLR Pump Station Condition Assessment	100,000	0	100,000	100,000	130,000	230,000	Adjust adopted total project budget
	EN25007	CCWRF Primary Dewatering Wetwell	30,000	0	30,000	30,000	230,000	260,000	Adjust adopted total project budget
	EN25008	PE/RAS/MLR Concrete Structure Condition Assessment	100,000	0	100,000	100,000	290,000	390,000	Adjust adopted total project budget
	EN25009	CCWRF Primary Scum Wetwell	100,000	0	100,000	100,000	145,000	245,000	Adjust adopted total project budget
	EN25019	RO Emergency O&M Projects	300,000	0	300,000	500,000	(200,000)	300,000	Adjust adopted total project budget
	EN25048	Agency Wide Asset Hierarchy and Criticality Assessment	350,000	0	350,000	350,000	350,000	700,000	Adjust adopted total project budget
	FM25003	Agency Wide Communal Shower	150,000	0	150,000	150,000	350,000	500,000	Adjust adopted total project budget
	PA21002	Agency Wide Coatings	388,810	0	388,810	1,139,716	1,060,284	2,200,000	Adjust adopted total project budget
	PL23004	Wastewater Flow and Load Study	114,100	0	114,100	714,000	(114,000)	600,000	Adjust adopted total project budget
	PL24001	Chino Creek Surface Water Monitoring	60,000	0	60,000	150,000	173,000	323,000	Adjust adopted total project budget
	PL24002	PFAS Investigation	180,000	0	180,000	430,000	(100,000)	330,000	Adjust adopted total project budget
	AM24002	REEP Return to Service	0	440,092	440,092	500,000	0	500,000	Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Regional Wastewater O&M	AM24003	AM Planning Development Document	0	95,491	95,491	200,000	0	200,000	Carry Forward
	AM24004	RO Asset Management	0	99,313	99,313	960,000	0	960,000	Carry Forward
	EN22053	RO On-Call/Small Projects	0	220,296	220,296	565,000	0	565,000	Carry Forward
	EN23026	San Bernardino Ave	0	86,336	86,336	1,540,000	0	1,540,000	Carry Forward
	EN23088	RO On-Call/Small Projects	0	226,533	226,533	1,265,000	0	1,265,000	Carry Forward
	EN23089	RO Safety On-Call/Small Projects	0	1,167,299	1,167,299	1,340,000	0	1,340,000	Carry Forward
	EN24024	CCWRF Subsidence Monitoring	0	29,000	29,000	700,000	0	700,000	Carry Forward
	EN24041	Regional Sewer Hydraulic Modeling	0	53,049	53,049	85,000	0	85,000	Carry Forward
	EN24042	RO On-Call/Small Projects	0	329,288	329,288	500,000	0	500,000	Carry Forward
	EN24043	RO On-Call/Small Projects	0	448,524	448,524	500,000	0	500,000	Carry Forward
	EN24050	RP-5 Solids Handling	0	139,252	139,252	250,000	0	250,000	Carry Forward
	PA22003	Agency Wide Paving	0	88,996	88,996	3,735,000	0	3,735,000	Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Regional Wastewater O&M	PL19002	Regional Contract	0	49,925	49,925	865,467	0	865,467	Carry Forward
	PL23007	RP Planning Documents	0	8,255	8,255	123,000	0	123,000	Carry Forward
	PL24008	Water Quality Compliance	0	150,000	150,000	150,000	0	150,000	Carry Forward
Regional Wastewater Capital	EN22044	O&M RP-1 Solids Thickening Building	30,000	600,000	630,000	0	0	0	Transfer from capital to O&M for non-capital costs
Total Non-Capital Request			**$7,497,743**	**$5,378,333**	**$12,876,076**	**$33,607,626**	**$11,227,875**	**$44,835,501**	

CAPITAL PROJECTS

	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
CAPITAL PROJECTS									
Administrative Service	EN23039	Lab Room Temperature	0	9,790	9,790	240,000	0	240,000	Carry Forward
	EN23100	HQB Additional Office Space	0	28,185	28,185	75,000	0	75,000	Carry Forward
	EN23102	RP-1 New Parking Lot	0	12,489	12,489	1,248,465	0	1,248,465	Carry Forward
	FM20005	Agency-wide HVAC Replacement	0	187,005	187,005	2,700,000	0	2,700,000	Carry Forward
	FM24001	Headquarters HVAC System	0	300,000	300,000	300,000	0	300,000	Carry Forward

	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Administrative Service	IS22004	IT Infrastructure	0	55,771	55,771	4,000,000	0	4,000,000	Carry Forward
Recycled Water	EN16065	RW Connections to JCSD	0	50,000	50,000	42,980,905	0	42,980,905	Carry Forward
	EN22009	WC Asset Management Projects	0	4,800	4,800	54,100,000	0	54,100,000	Carry Forward
	WR23001	Replenishing Facilities	0	96,607	96,607	188,000,000	0	188,000,000	Carry Forward
Regional Wastewater O&M	EN22005	RO Asset Management	0	104,818	104,818	6,347,337	0	6,347,337	Carry Forward
	EN24057	CCWRF Bleach Pipe	0	46,674	46,674	350,000	0	350,000	Carry Forward
	EP23002	North Major Facilities	0	41,074	41,074	772,269	0	772,269	Carry Forward
	EP24001	Agency-Wide Major Facilities Repairs	0	173,755	173,755	860,394	0	860,394	Carry Forward
	FM23001	Heavy Equipment Replacement	0	270,065	270,065	1,655,000	0	1,655,000	Carry Forward
	FM24002	RP1 Op Building HVAC	0	59,000	59,000	200,000	0	200,000	Carry Forward
	FM24004	FP1 Agency Utility Carts	0	100,000	100,000	100,000	0	100,000	Carry Forward
	LB22001	Bioassay Room Incubator	0	34,474	34,474	135,000	0	135,000	Carry Forward

	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Regional Wastewater Capital	EN22044	RP-1 Solids Thickening	20,030,000	(600,000)	19,430,000	160,565,672	79,434,328	240,000,000	Increase TP budget and transfer from capital to non-capital
	EN23005	CCWRF Filter Effluent	0	80,169	80,169	237,975	0	237,975	Carry Forward
	EN24045	Collection System Upgrades	0	149,679	149,679	500,000	0	500,000	Carry Forward
Total Capital Request			**$20,030,000**	**$1,204,356**	**$21,234,356**	**$465,368,017**	**$79,434,328**	**$544,802,345**	
Grand Total All Requests			**$38,205,647**	**$11,532,689**	**$49,738,336**	**$498,975,643**	**$90,662,203**	**$589,637,846**	

+/- Totals may tie exactly due to rounding.

RESOLUTION NO. 2024-9-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING AND ADOPTING ITS AMENDED BUDGET FOR FISCAL YEAR 2024/25.

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 hereby approves and adopts the amended budget for Fiscal Year 2024/25, subject to any regulatory reform, or action of the State legislature that would have a negative impact on the Agency's revenues and expenditures.

Section 2. Upon adoption of this resolution, the budget is amended in accordance with Attachment A.

ADOPTED this 18th day of September 2024.

Marco Tule
President of the Inland Empire Utilities Agency*
and of the Board of Directors thereof

ATTEST:

Steven J. Elie
Secretary/ Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution No. 2024-9-1 was adopted at a regular meeting on September 18, 2024, of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

* A Municipal Water District

Attachment A

Fund	GL Number	Description	Annual Budget	Requested Change	Annual Amended Budget	Justification
OPERATIONS & MAINTENANCE						
Administrative Services	509816	Pers – Employer GASB 68	$10,138,190	$4,500,000	$14,638,190	Carry Forward
	512010	Office Supplies General	0	10,000	10,000	Office & Administrative budget for in-house counsel
	520980	Professional Services Other	0	79,400	79,400	Financial software implementation
	521410	Computer Systems Maintenance	44,604	138,750	183,354	Financial software annual subscription
Recycled Water	520290	Legal – Settlements	0	430,000	430,000	Carry Forward
	520230	Legal - Litigation	70,000	20,000	90,000	Carry Forward
Regional Wastewater O&M	520980	Other Contract Services	425,110	(228,150)	196,960	Transfer budget to Office and Administrative and Professional Fees
Total Operations & Maintenance Requests			**$10,677,904**	**$4,950,000**	**$15,627,904**	

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
NON-CAPITAL PROJECTS									
Administrative Services	EN24056	PLA Informational Consulting Svc	$75,000	$50,000	$125,000	$75,000	$125,000	$200,000	Carry Forward Adjust total project budget
	EN24060	HQ Geotechnical Assessment	0	99,911	99,911	100,000	0	100,000	Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Administrative Services	FM20001	HQ Interior Replacements	0	100,000	100,000	1,986,000	0	1,986,000	Carry Forward
	FM24005	RP-1 Agency Utility Carts	0	76,216	76,216	80,000	0	80,000	Carry Forward
Recharge Water	EN25040	MWD Grant – Pilot Testing of PFAS	600,000	(600,000)	0	600,000	(600,000)	0	Transfer budget to Recycled Water project RW25001
Non-Reclaimable Wastewater	EN25016	NRWS Emergency O&M Projects	50,000	0	50,000	150,000	(100,000)	50,000	Adjust adopted total project budget
	PL21002	NRWS Rate Study	50,000	0	50,000	416,000	(16,000)	400,000	Adjust adopted total project budget
Recycled Water	RW25001	Identifying and Removing PFAS in Well Drilling	0	600,000	600,000	0	600,000	600,000	Transfer budget from Recharge Water project EN25040
	PL18002	Basin Plan Amendment	100,000	0	100,000	731,000	(81,000)	650,000	Adjust adopted total project budget
	WR16001	Water Softener Removal Rebate	75,000	0	75,000	450,000	300,000	750,000	Adjust adopted total project budget
	WR20029	Upper SAR HCP & Integrated Model – Recycled Water	30,000	0	30,000	292,000	(24,000)	268,000	Adjust adopted total project budget
	EN19030	WC Asset Management	0	34,550	34,550	1,087,510	0	1,087,510	Annual Carry Forward
	EN21051	Ely Monitoring Wells	0	2,979	2,979	379,999	0	379,999	Annual Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
	EN23090	WC On-Call Small Projects	0	130,161	130,161	330,753	0	330,753	Annual Carry Forward
Recycled Water	EN24040	WC Hydraulic Modeling	0	9,435	9,435	40,000	0	40,000	Annual Carry Forward
Water Resources	PL18001	Calif. Data Collaborative WUE Data Analytics	10,000	0	10,000	57,500	22,500	80,000	Adjust adopted total project budget
	PL23012	Regional Imported Supply Reliability Analysis	250,000	0	250,000	750,000	250,000	1,000,000	Adjust adopted total project budget
	WR20028	Upper SAR HCP & Integrated Model - Water	30,000	0	30,000	292,000	(24,000)	268,000	Adjust adopted total project budget
	WR23004	Discover the Environment and Water	200,000	0	200,000	350,000	361,425	711,425	Adjust adopted total project budget
	WR25027	Urban Water Management Plan	100,000	0	100,000	100,000	100,000	200,000	Adjust adopted total project budget
	WU24016	Turnkey Turf Transformation	2,824,833	0	2,824,833	2,824,834	5,649,666	8,474,500	Adjust adopted total project budget
	WR18028	Water Bank	0	78,225	78,225	2,450,608	0	2,450,608	Annual Carry Forward
	WU24001	WUE General Program Fund	0	301,667	301,667	323,647	0	323,647	Annual Carry Forward
	WU24012	Small Site WBIC Upgrades	0	263,540	263,540	348,592	0	348,592	Annual Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
Regional Wastewater O&M	AM24010	Aency-Wide O&M Manual Update	1,000,000	0	1,000,000	2,100,000	2,000,000	4,100,000	Adjust adopted total project budget
	EN23021	Agency Wide Infiltration and Inflow Study	200,000	0	200,000	250,000	350,000	600,000	Adjust adopted total project budget
Regional Wastewater O&M	EN25005	MLR Pump Station Condition Assessment	100,000	0	100,000	100,000	130,000	230,000	Adjust adopted total project budget
	EN25007	CCWRF Primary Dewatering Wetwell	30,000	0	30,000	30,000	230,000	260,000	Adjust adopted total project budget
	EN25008	PE/RAS/MLR Concrete Structure Condition Assessment	100,000	0	100,000	100,000	290,000	390,000	Adjust adopted total project budget
	EN25009	CCWRF Primary Scum Wetwell	100,000	0	100,000	100,000	145,000	245,000	Adjust adopted total project budget
	EN25019	RO Emergency O&M Projects	300,000	0	300,000	500,000	(200,000)	300,000	Adjust adopted total project budget
	EN25048	Agency Wide Asset Hierarchy and Criticality Assessment	350,000	0	350,000	350,000	350,000	700,000	Adjust adopted total project budget
	FM25003	Agency Wide Communal Shower	150,000	0	150,000	150,000	350,000	500,000	Adjust adopted total project budget
	PA21002	Agency Wide Coatings	388,810	0	388,810	1,139,716	1,060,284	2,200,000	Adjust adopted total project budget
	PL23004	Wastewater Flow and Load Study	114,100	0	114,100	714,000	(114,000)	600,000	Adjust adopted total project budget

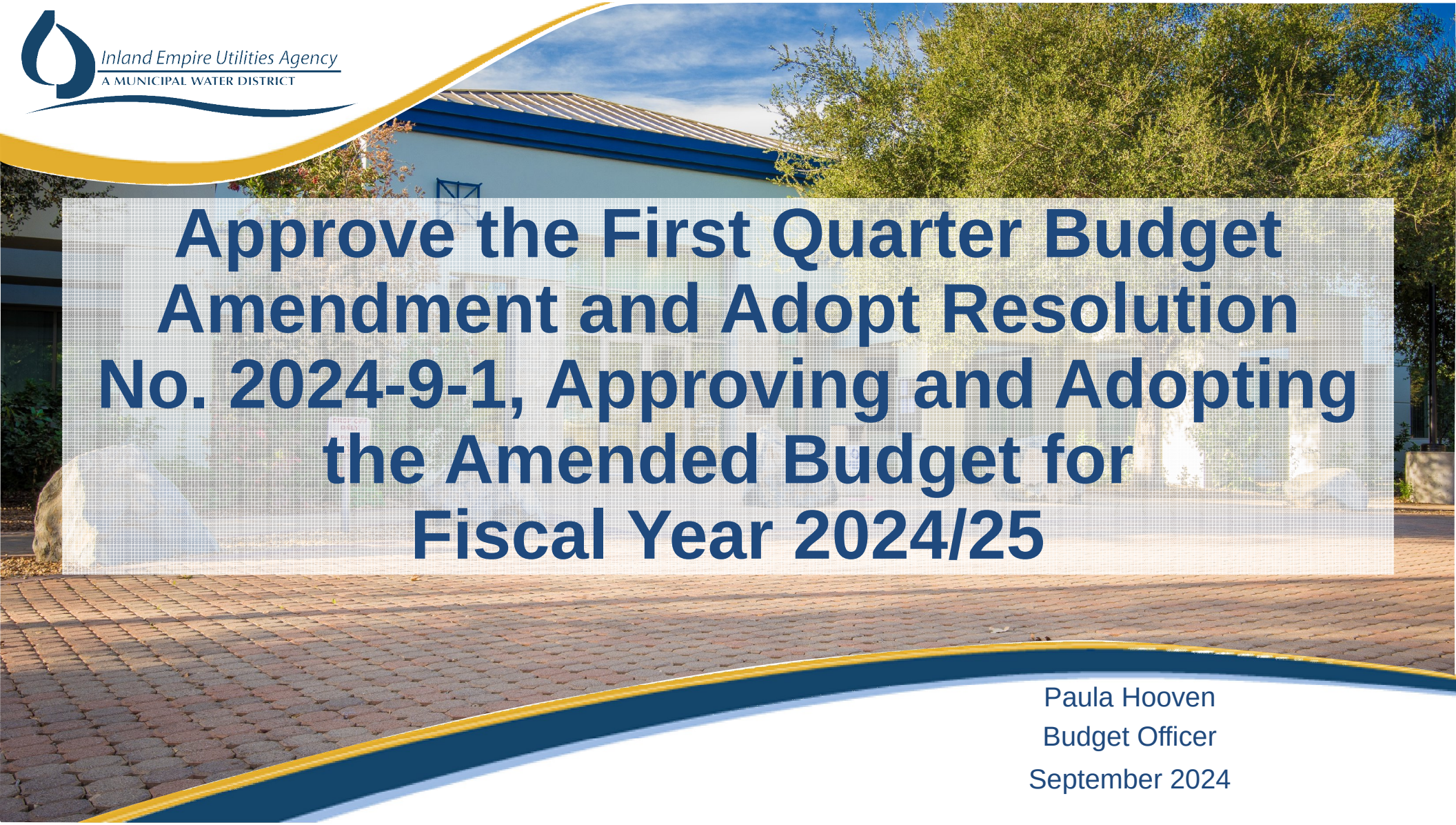
Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
	PL24001	Chino Creek Surface Water Monitoring	60,000	0	60,000	150,000	173,000	323,000	Adjust adopted total project budget
	PL24002	PFAS Investigation	180,000	0	180,000	430,000	(100,000)	330,000	Adjust adopted total project budget
	AM24002	REEP Return to Service	0	440,092	440,092	500,000	0	500,000	Carry Forward
Regional Wastewater O&M	AM24003	AM Planning Development Document	0	95,491	95,491	200,000	0	200,000	Carry Forward
	AM24004	RO Asset Management	0	99,313	99,313	960,000	0	960,000	Carry Forward
	EN22053	RO On-Call/Small Projects	0	220,296	220,296	565,000	0	565,000	Carry Forward
	EN23026	San Bernardino Ave	0	86,336	86,336	1,540,000	0	1,540,000	Carry Forward
	EN23088	RO On-Call/Small Projects	0	226,533	226,533	1,265,000	0	1,265,000	Carry Forward
	EN23089	RO Safety On-Call/Small Projects	0	1,167,299	1,167,299	1,340,000	0	1,340,000	Carry Forward
	EN24024	CCWRF Subsidence Monitoring	0	29,000	29,000	700,000	0	700,000	Carry Forward
	EN24041	Regional Sewer Hydraulic Modeling	0	53,049	53,049	85,000	0	85,000	Carry Forward

Fund	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
	EN24042	RO On-Call/Small Projects	0	329,288	329,288	500,000	0	500,000	Carry Forward
	EN24043	RO On-Call/Small Projects	0	448,524	448,524	500,000	0	500,000	Carry Forward
	EN24050	RP-5 Solids Handling	0	139,252	139,252	250,000	0	250,000	Carry Forward
	PA22003	Agency Wide Paving	0	88,996	88,996	3,735,000	0	3,735,000	Carry Forward
Regional Wastewater O&M	PL19002	Regional Contract	0	49,925	49,925	865,467	0	865,467	Carry Forward
	PL23007	RP Planning Documents	0	8,255	8,255	123,000	0	123,000	Carry Forward
	PL24008	Water Quality Compliance	0	150,000	150,000	150,000	0	150,000	Carry Forward
Regional Wastewater Capital	EN22044	O&M RP-1 Solids Thickening Building	30,000	600,000	630,000	0	0	0	Transfer from capital to O&M for non-capital costs
Total Non-Capital Request			**$7,497,743**	**$5,378,333**	**$12,876,076**	**$33,607,626**	**$11,227,875**	**$44,835,501**	

	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
CAPITAL PROJECTS									
Administrative Service	EN23039	Lab Room Temperature	0	9,790	9,790	240,000	0	240,000	Carry Forward
	EN23100	HQB Additional Office Space	0	28,185	28,185	75,000	0	75,000	Carry Forward
	EN23102	RP-1 New Parking Lot	0	12,489	12,489	1,248,465	0	1,248,465	Carry Forward
	FM20005	Agency-wide HVAC Replacement	0	187,005	187,005	2,700,000	0	2,700,000	Carry Forward
	FM24001	Headquarters HVAC System	0	300,000	300,000	300,000	0	300,000	Carry Forward
Administrative Service	IS22004	IT Infrastructure	0	55,771	55,771	4,000,000	0	4,000,000	Carry Forward
Recycled Water	EN16065	RW Connections to JCSD	0	50,000	50,000	42,980,905	0	42,980,905	Carry Forward
	EN22009	WC Asset Management Projects	0	4,800	4,800	54,100,000	0	54,100,000	Carry Forward
	WR23001	Replenishing Facilities	0	96,607	96,607	188,000,000	0	188,000,000	Carry Forward
Regional Wastewater O&M	EN22005	RO Asset Management	0	104,818	104,818	6,347,337	0	6,347,337	Carry Forward
	EN24057	CCWRF Bleach Pipe	0	46,674	46,674	350,000	0	350,000	Carry Forward

	Project Number	Description	Current Annual Budget	Requested Change	Amended Budget	Current Total Project	Requested Change	New total Project	Justification
	EP23002	North Major Facilities	0	41,074	41,074	772,269	0	772,269	Carry Forward
	EP24001	Agency-Wide Major Facilities Repairs	0	173,755	173,755	860,394	0	860,394	Carry Forward
	FM23001	Heavy Equipment Replacement	0	270,065	270,065	1,655,000	0	1,655,000	Carry Forward
	FM24002	RP1 Op Building HVAC	0	59,000	59,000	200,000	0	200,000	Carry Forward
	FM24004	FP1 Agency Utility Carts	0	100,000	100,000	100,000	0	100,000	Carry Forward
	LB22001	Bioassay Room Incubator	0	34,474	34,474	135,000	0	135,000	Carry Forward
Regional Wastewater Capital	EN22044	RP-1 Solids Thickening	20,030,000	(600,000)	19,430,000	160,565,672	79,434,328	240,000,000	Increase TP budget and transfer from capital to non-capital
	EN23005	CCWRF Filter Effluent	0	80,169	80,169	237,975	0	237,975	Carry Forward
	EN24045	Collection System Upgrades	0	149,679	149,679	500,000	0	500,000	Carry Forward
Total Capital Request			**$20,030,000**	**$1,204,356**	**$21,234,356**	**$465,368,017**	**$79,434,328**	**$544,802,345**	
Grand Total All Requests			**$38,205,647**	**$11,532,689**	**$49,738,336**	**$498,975,643**	**$90,662,203**	**$589,637,846**	

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Approve the First Quarter Budget Amendment and Adopt Resolution No. 2024-9-1, Approving and Adopting the Amended Budget for Fiscal Year 2024/25

Paula Hooven
Budget Officer
September 2024

FY 2024/25 First Quarter Budget Amendment
Item Summary by Fund ($ in Millions)

- $11.2 million total project budget increase for non-capital projects adopted as part of the TYCIP
- $828,150 transfer between funds, a net zero impact to FY 2024/25 annual O&M budget
- $11.5 million carry forward of commitments for projects and O&M items
- $79.4 million total project budget increase and transfer $600,000 annual capital budget to non-capital O&M

Fund	*FY 2024/25 Adopted Budget	Proposed Amendment	Amended FY 2024/25 Budget	**Current Total Project Budget	Proposed Amendment	Amended Total Project Budget
Administrative Services	$19.30	$5.65	$24.95	$57.73	$0.13	$57.86
Recharge Water	7.09	(0.60)	6.49	39.67	(0.60)	39.07
Non-Reclaimable Water	18.53	0.00	18.53	45.40	(0.12)	45.28
Recycled Water	27.62	1.38	29.00	557.16	0.80	557.96
Water Resources	77.01	0.64	77.65	42.18	6.36	48.54
Regional Wastewater O&M	132.16	4.23	136.39	233.94	4.66	238.60
Regional Wastewater Capital	110.21	0.23	110.44	1,463.31	79.43	1,542.74
Grand Total	**$391.92**	**$11.53**	**$403.45**	**$2,439.39**	**$90.66**	**$2,530.05**

*Combined adopted budget for O&M and Capital expenses
**Includes the total project budget for all active projects. The total represents the amount to be spent over the lifetime of the project and not necessarily within the 10-year forecast.

Total Project Budget Amendment – O&M Projects Summary by Fund ($ in Millions)

- No change to the fiscal year non-capital O&M project amended budgets
- Changes are to reflect corrected TP budget for 25 projects adopted as part of the TYCIP in June
- $11.2 million total project budget increase

	FY 2024/25 Annual Budget			Total Project Budget		
Fund	**Adopted FY 2024/25 Budget**	**Proposed Amendment**	**Amended FY 2024/25 Budget**	**Current Total Project Budget**	**Proposed Amendment**	**Amended Total Project Budget**
Administrative Services	$0.07	$0.00	$0.07	$0.07	$0.13	$0.20
Non-Reclaimable Wastewater	0.10	0.00	0.10	0.57	(0.12)	0.45
Recycled Water	0.21	0.00	0.21	1.47	0.20	1.67
Water Resources	3.42	0.00	3.42	4.37	6.36	10.73
Regional Wastewater Operations and Maintenance	3.07	0.00	3.07	6.12	4.66	10.78
Grand Total	**$6.87**	**$0.00**	**$6.87**	**$12.60**	**$11.23**	**$23.83**

FY 2024/25 O&M Project Budget Transfer Between Funds ($ in Millions)

- Transfer project EN25040 from the Recharge Water to the Recycled Water fund
- IEUA joint project with Three Valleys Municipal Water District, Western Municipal Water District, and Jurupa Community Services District and the project has received a conditional grant award from Metropolitan Water District
- Approve fiscal year and total project budget transfer of $600,000 from EN25040 to the new Recycled Water fund project RW25001

			FY 2024/25 Annual Budget			Total Project Budget		
Fund	**Project Number**	**Project Description**	**Adopted FY 2024/25 Budget**	**Proposed Amendment**	**Amended FY 2024/25 Budget**	**Current Total Project Budget**	**Proposed Amendment**	**Amended Total Project Budget**
RW	EN25040	MWD Grant Pilot Testing of PFAS Contamination	$0.60	($0.60)	$0.00	$0.60	($0.60)	$0.00
WC	RW25001	Identifying and Removing PFAS used in Well Drilling	0	$0.60	$0.60	0.00	0.60	0.60
Grand Total			**$0.60**	**$0.00**	**$0.60**	**$0.60**	**$0.00**	**$0.60**

RW = Recharge Water, WC = Recycled Water

FY 2024/25 O&M Budget Transfer Between Funds ($ in Thousands)

- $228,150 transfer of funds between programs to realign available budget for software implementation and annual subscription costs
- Software will be used to develop the Annual Comprehensive Financial Report, Biennial Budget document, and for long range financial planning

			FY 2024/25 Annual Budget		
Fund	**Category**	**Account Description**	**Adopted FY 2024/25 Budget**	**Proposed Amendment**	**Amended FY 2024/25 Budget**
GG	Prof Fees	Software Implementation	$0.0	$79.4	$79.4
GG	Prof Fees	Annual Software Subscription	44.6	138.7	183.3
GG	O&A/ Prof Fees	Office and Admin	0.0	10.0	10.0
RO	Prof Fees	Other Contract Services	425.1	(228.1)	197.0
Grand Total			**$469.7**	**$0.00**	**$469.7**

GG = General Administrative, RO = Regional Wastewater O&M

FY 2024/25 Carry Forward Summary
($ in Millions)

- Per Policy A-81 staff can request open encumbered and non-encumbered commitments be carried forward to the new year
- $11.5 million carry forward of encumbered and non-encumbered commitment items and related budget is requested to be spent in the current fiscal year. The total includes:
  - $4.9 million of Operations and Maintenance budget to fund the prepayment of the CalPERS Unfunded Accrued Liability
  - $1.8 million of capital project encumbered and non-encumbered commitments and budget for 19 projects
  - $4.8 million of non-capital encumbered and non-encumbered commitments and budget for 27 projects

	FY 2024/25 Annual Budget			Total Project Budget		
Fund	**Adopted FY 2024/25 Budget**	**Proposed Amendment**	**Amended FY 2024/25 Budget**	**Current Total Project Budget**	**Proposed Amendment**	**Amended Total Project Budget**
Operations & Maintenance	$10.21	$4.95	$15.16	N/A	N/A	N/A
Capital Carry Forward	0.00	1.80	1.80	304.80	0.00	304.80
Non-Capital Carry Forward	0.07	4.78	4.85	20.48	0.00	20.48
Grand Total	**$10.28**	**$11.53**	**$21.81**	**$325.28**	**$0.00**	**$325.28**

Total Project Budget Amendment – Capital Summary by Fund ($ in Millions)

- $79.4 million total project budget increase for the RP-1 Solids Thickening Building project
- $600,000 transfer of FY 2024/25 capital budget to non-capital O&M is needed to fund partial solar decommissioning at RP-1

			FY 2024/25 Annual Budget			Total Project Budget		
Fund	Project No	Description	Adopted FY 2024/25 Budget	Proposed Amendment	Amended FY 2024/25 Budget	Current Total Project Budget	Proposed Amendment	Amended Total Project Budget
RC	EN22044	Capital RP-1 Solids Thickening Bldg.	$20.03	($0.60)	$19.43	$160.56	$79.43	$240.00
		O&M RP-1 Solids Thickening Bldg.	0.03	0.60	0.63			
		Grand Total	**$20.06**	**$0.00**	**$20.06**	**$160.56**	**$79.43**	**$240.00**

RC= Regional Wastewater Capital

RP-1 Solids Thickening Project



Project Budget

Description	Estimated Construction Cost 30% Design October 2022		Estimated Construction Cost 100% Design June 2024	
	Amount	% of Construction Cost	Amount	% of Construction Cost
Design Services	***$11,896,541***	***11%***	***$13,200,000***	***8%***
Design Consultant Contract	$8,696,541	8%	$8,700,000	5%
IEUA Design Support	$3,200,000	3%	$4,500,000	3%
Construction Services	***$19,321,431***	***17%***	***$29,900,000***	***17%***
Engineering Services During Construction	$5,500,000	5%	$12,000,000	7%
Construction Management Services	$11,821,431	11%	$11,900,000	7%
IEUA & Other Construction Services	$2,000,000	2%	$6,000,000	3%
Construction	***$123,200,000***	***110%***	***$194,270,000***	***112%***
Construction Contract (estimate) RP-1 Solids Thickening Project EN22044	$112,000,000	100%	$174,150,000	100%
RP-1 Portable Thickener Site Improvement EN22044.01		0%	$500,000	0.3%
RP-1 Solar Decomissioning EN22044.02		0%	$450,000	0.3%
RP-1 Solids Thickening SCADA Intergrator EN22044.03		0%		0.0%
Portable Skid Mounted RDT Trailer		0%	$920,000	0.5%
Daft Pumps		0%	$250,000	0.1%
Contingency, (10%)	$11,200,000	10%	$18,000,000	10%
Total Project Cost:	***$154,417,972***	***73%***	***$237,370,000***	***73%***
Total Project Budget:	***$160,565,672***	***70%***	***$240,000,000***	***73%***

11% Increase

54% Increase

57% Increase

50% Increase

Staff's Recommendation

1. Approve the First Quarter Budget Amendment; and

2. Adopt Resolution No. 2024-9-1, approving the amended budget for Fiscal Year 2024/25

	Amendment Summary	Annual	Total Project
GG	Administrative Services	$5,647,518	$125,000
RW	Recharge Water	(600,000)	(600,000)
NC	Non-Reclaimable Wastewater	0	(116,000)
WC	Recycled Water	1,378,532	795,000
WW	Water Resources	643,433	6,359,591
RO	Regional Wastewater Operations & Maintenance	4,233,358	4,664,284
RC	Regional Wastewater Capital	229,848	79,434,328
	Total	$11,532,689	$90,662,203

Approval of the First Quarter Budget Amendment is consistent with ***IEUA's Business Goal of Fiscal Responsibility*** and maintaining prudent budgetary controls

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

3A

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Fiscal Year 2023/24 Fourth Quarter Budget Variance, Performance Updates, and Budget Transfers (Written/PowerPoint) (Finance & Admin)

Executive Summary:

The attached budget variance report presents the Agency's unaudited financial performance through the Fiscal Year ending June 30, 2024, the associated analyses are provided in the attachments.

The total revenue collected through June was $331.0 million, or 82.4 percent of the anticipated budgeted revenues. The variance is primarily due to lower than budgeted grant and loan receipts.

The total expenses through June were $304.2 million, or 69.9 percent of the anticipated budgeted expense. The variance is primarily due to delays in contract awards for capital project execution, construction and permitting delays, and changes to scope and design.

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

Fiscal Impact (explain if not budgeted):

The net change of the total revenues and other funding sources over total expenses and other uses of funds is $26.8 million for June 30, 2024.

Regional Sewerage *Technical Committee (Y/N):* N

Policy Committee (Y/N): N

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Background
Attachment 2 - PowerPoint
Attachment 3 - Consolidated Exhibits

Background

Subject: Fiscal Year 2023/24 Fourth Quarter Budget Variance, Performance Updates, and Budget Transfers

The Budget Variance report outlines the Agency's unaudited financial performance through the fourth quarter ending June 30, 2024. Please note that the figures provided are preliminary and subject to adjustment as final journal entries and accruals are recorded. The report includes the following highlights:

TOTAL REVENUES AND OTHER FUNDING SOURCES

Overall, the Agency's total revenue collected through June was $331.0 million, or 82.4 percent of the anticipated budget revenues (Exhibit A). The following section highlights key variances:

- ***User Charges*** – Total user charges were $110.1 million, or 102.3 percent of the amended budget. The category includes monthly sewer charges based on equivalent dwelling units (EDU) of $83.8 million, $15.4 million non-reclaimable wastewater fees paid by industrial and commercial users connected to the brine line system, $10.9 million of monthly meter equivalent unit charges (MEU) imposed on all potable water connections, and Readiness-to-Serve pass-through charges to meet our Readiness-to-Serve obligation to Metropolitan Water District (MWD).

- ***Recycled Water Sales*** – Recycled water sales totaled $20.2 million through the fiscal year end with a total of 30,455 acre feet (AF). Recycled water direct sales were $8.4 million for 16,604 AF, groundwater recharge sales were $9.4 million for 13,851 AF and recycled water fixed charges were $2.4 million. Budgeted fiscal year direct and recharge deliveries were 34,000 AF (18,000 AF Direct and 16,000 AF Recharge). Demand for direct use and groundwater recharge varies depending on weather patterns, water use conservation efforts, reuse supply, and basin availability.

- ***MWD Water Sales*** – Total Metropolitan Water District of Southern California (MWD) sales of pass-through imported water was $35.3 million, or 66.6 percent of the amended budget. Imported water deliveries were 42,073 AF compared to the annual budgeted quantity of 60,000 AF.

- ***Connection Fees –*** Total connection fee receipts were $31.6 million or 100.7 percent of the budget. Receipts include $26.5 million for new regional wastewater system connections and $5.1 million for new water connections. A total of 3,306 new equivalent dwellings unit (EDU) wastewater connections were collected through the end of June compared to the annual budget of 3,000 new connections. The total number of new water connections was 2,927 meter equivalent units (MEU) compared to the budgeted 3,700 MEUs.

- ***Property Taxes*** – Property tax receipts through the fiscal year end totaled $84.9 million, or 107.5 percent of the budget. General ad-valorem property tax receipts from the San Bernardino County Tax Assessor were $51.6 million and former redevelopment agencies (RDA) pass through tax receipts were $33.3 million through June. Property tax receipts are budgeted based on valuations projected by the county, increased home sales, and anticipated adjustments in property tax distribution due to the dissolution of the redevelopment agencies.

- ***Grants & Loans*** – Grant and loans invoiced through the end of the fiscal year totaled $27.0 million, or 28.8 percent of budget. Grant receipts of $2.8 million dollars include receipts of $0.9 million for Recharge Water basin upgrades, $1.9 million for conservation projects, FEMA/Cal-OES grants for Covid-19 response efforts, and other grant reimbursements. State Revolving Fund (SRF) loan receipts totaled $12.4 million dollars. SRF receipts included $11.1 million for RP-5 Expansion projects in the Regional Wastewater Capital Improvement fund and $1.3 million for RMPU projects in the Recharge Water fund. WIFIA loan receipts were $11.8 million for various Regional Wastewater Improvement projects. Grants and loans are primarily reimbursable in nature and depend on related capital project expenditures. Annual budgeted grants are $2.8 million and include $2.4 million for various projects in the Recharge Water fund, $0.4 million for Storm Water Management Improvement and Conservation projects. State Revolving Fund (SRF) loan proceeds budgeted at $65.8 million and includes $60.0 million for the RP-5 Expansion and various other wastewater projects, and $5.8 million for Recharge Master Plan Update projects in the Recharge Water Fund. WIFIA loan receipts are budgeted at $25.5 million for Regional Wastewater improvement projects.

- ***Cost Reimbursements*** – Total cost reimbursements of $6.9 million or 90.9 percent of the budget were received through the end of the fiscal year. Actuals include reimbursements of $4.4 million from the Inland Empire Regional Composting Authority (IERCA) and $1.5 million from Chino Basin Desalter Authority (CDA) for the Agency's operation & maintenance of the IERCA Composter and CDA Desalter facilities, respectively. Also included is $1.0 million for operations & maintenance costs related to the groundwater recharge basins, net of the Agency's pro-rata shares for the recycled water recharge costs.

TOTAL EXPENSES AND USES OF FUND

The Agency's total expenses through June were $304.2 million, or 69.9 percent of the budgeted expenses. Key expense variances include:

Administrative and Operating Expenses

- ***Employment –***Employment expenses were $57.8 million, or 76.2 percent of the amended budget. At the end of the fiscal year, the total filled regular positions were 309 and 6 limited term positions compared to the 351 authorized positions (344 FTE and 7 LT positions). Recruitment efforts continue to focus on filling key positions, and a lower vacancy factor

going forward. The budget includes $7.7 million of payments towards unfunded retirement liabilities with actuals of $7.7 million through the end of the fiscal year.

- ***Office and Administration –*** Total expenses through the end of the fiscal year were $2.1 million or 76.5 percent of the amended budget. The variance is attributed to lower than budgeted subscription, training, software licensing, and recruitment expense.

- ***Professional Fees & Services –*** Total expenses were $12.7 million, or 73.3 percent of the amended budget. The variance can be attributed to timing of contract services and materials such as contractor and consultant support for project management, strategic planning efforts, traffic control services, lab services, and special studies.

- ***MWD Water Purchases*** – Total Metropolitan Water District of Southern California (MWD) pass-through imported water purchased was $35.3 million or 66.6 percent of the amended budget. Imported water deliveries were 42,073 AF compared to the annual budgeted quantity of 60,000 AF. Lower water usage can be attributed to the reduction efforts made during the drought which had a long-term savings effect. Additionally, wet winter months reduced the demand for outdoor irrigation water usage.

- ***Utilities*** – Total utilities expenses were $15.3 million, or 102.1 percent of the amended budget. This category includes the purchase of electricity, natural gas, and renewable energy generated on site from solar and wind. The variance is mainly attributed to rising electricity rates. Through the end of the fiscal year, the average rate for imported electricity was $0.214/kWh compared to the average budgeted rate of $0.191/kWh.

- ***Operating Fees*** – Total expenses were $15.6 million, or 102.3 percent of the amended budget. A major part of this category are the "pass-through" fees from Los Angeles County Sanitation District (LACSD) and Santa Ana Watershed Project Authority (SAWPA) for the Agency's non-reclaimable wastewater system (NRWS). The variance is attributed to pass-through MWD Readiness to Serve (RTS) fees which were higher than budget due to correction of a calculation error by MWD.

- ***O&M (Non-capital) and Reimbursable Projects*** – The combined O&M and reimbursable project costs were $7.8 million or 33.3 percent of the combined amended budget. The variance can be primarily attributed to project timeline extensions, delays due to additional project evaluations, and changes in scope requiring preliminary design reports, or additional review and approvals.

Non-Operating Expenses

- ***Capital Projects –*** Total capital project expenditures were $113.4 million, or 60.3 percent of the amended budget. The variance can be attributed to construction, operational and permitting delays, contract awards, and changes to project scope and design. Capital project budget related to the Regional Wastewater program is $146.6 million, or 78 percent of the $188.1 million amended project budget.

- ***Financial Expenses*** - Total financial expenses were $20.7 million or 103.6 percent of the amended budget. Actual costs include $8.4 million of principal payments for the 2017A

Revenue and 2020A bonds, and $5.4 million for various State Revolving Fund loans. The category also includes $6.9 million in interest and financial administration fees. The variance is attributed to higher than budgeted inter-fund loan interest expense, a direct result of the current earnings yield environment.

A detailed explanation of significant revenues and expenses is included in attached Exhibit A.

FUND BALANCES AND RESERVES

The estimated net change of the total revenues and other funding sources over the total expenses and other uses of funds for the end of Fiscal Year June 30, 2024, is $26.8 million dollars. Table 1 provides an overview of the fiscal year amended budget variance for revenues, expenses, and net change.

Table 1: Fiscal Year Amended Budget, Revenues, Expenses, and Fund Balance ($ Millions) June 30, 2024

Operating	FY 2023/24 Amended Budget	June Actual	% YTD Budget Used
Operating Revenue	$194.7	$184.5	94.7%
Operating Expense	($226.4)	($169.3)	74.8%
Net Operating Change	**($31.7)**	**$15.2**	
Non- Operating	**FY 2023/24 Amended Budget**	**June Actual**	**% YTD Budget Used**
Non-Operating Revenue	$207.1	$146.5	70.8%
Non-Operating Expense	($208.6)	($134.9)	64.7%
Net Non-Operating Change	**($1.5)**	**$11.6**	
Total Sources of Funds	$401.8	$331.0	82.4%
Total Uses of Funds	($435.0)	($304.2)	69.9%
Total Net Change	**($33.2)**	**$26.8**	

+/- difference due to rounding

GOALS AND OBJECTIVES

Exhibit B provides information on division and related department goals and objectives and the status through the end of the third quarter. The key performance indicators (KPIs) are used to track the volume and complexity of work by type and to track the effort invested to accomplish that

work. Staff use KPIs to track productivity and to justify current resource allocations, re-allocation, and requests for additional staff.

BUDGET TRANSFERS AND AMENDMENTS

Intra-fund O&M budget transfers of $891,401 were recorded in the fourth quarter as detailed in Exhibit C-1.

General Manager (GM) Contingency Account of the $250,000 adopted budget in the Administrative Services Fund, $250,000 GM Contingency Account funds were utilized through the fourth quarter as detailed in Exhibit C-2.

Intra-fund Capital and O&M project budget transfers accounted for $4,397,273 as listed in Exhibit D.

The budget variance analysis report is consistent with the Agency's business goal of fiscal responsibility: to demonstrate the Agency appropriately funded operational, maintenance, and capital costs.

IMPACT ON BUDGET

The net change of the total revenues and other funding sources over total expenses and other uses of funds is $26.8 million for the quarter ending June 30, 2024.

Inland Empire Utilities Agency
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Fiscal Year 2023/24 Fourth Quarter Budget Variance, Performance Updates, and Budget Transfers

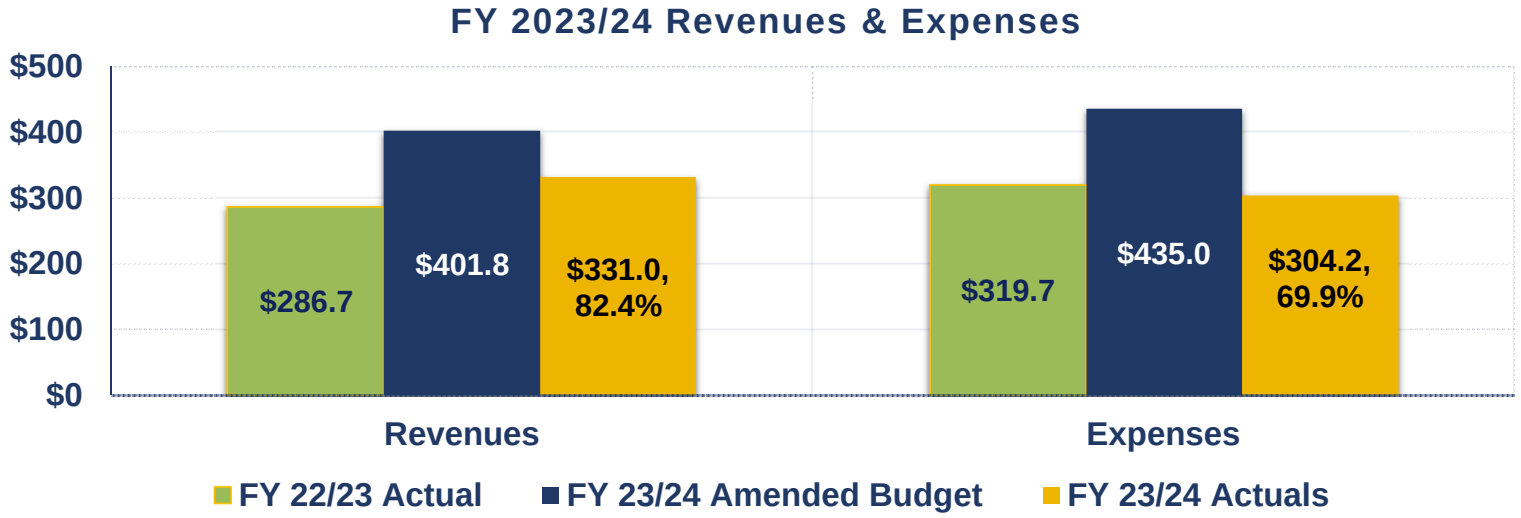
Paula Hooven

Budget Officer

September 2024

FY 2023/24 Budget Variance Summary ($Millions)

Sources and Uses	FY 23/24 Amended Budget	FY 23/24 Unaudited Actual	% Budget Used
Total Sources of Funds	$401.8	$331.0	82.4%
Total Uses of Funds	(435.0)	(304.2)	69.9%
Net Change	**($33.2)**	**$26.8**	



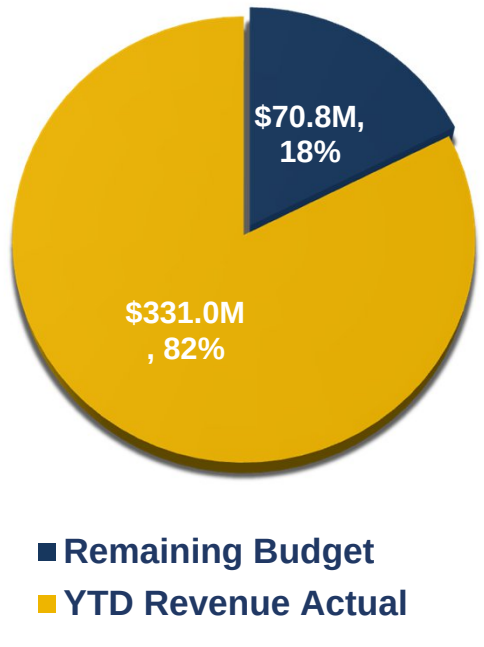
FY 2023/24 Revenue Summary

Revenue Budget to Actual				
Account Description ($ in Millions)	**FY 23/24 Amended Budget**	**FY 23/24 Actual**	**Budget vs. Actual**	**Variance %**
Operating Revenues				
User Charges	$107.6	$110.1	$2.5	102.3%
Recycled Water Sales	21.9	20.2	(1.7)	92.6%
MWD Water Sales	53.0	35.3	(17.7)	66.6%
Cost Reimbursement	7.6	7.0	(0.6)	90.9%
Interest	4.6	11.9	7.3	257.6%
Sub-Total	**$194.7**	**$184.5**	**($10.2)**	**94.7%**
Non-Operating Revenues				
Property Tax	$79.0	$84.9	$5.9	107.5%
Connection Fees	31.5	31.6	0.1	100.7%
Grants & Loans	94.0	27.0	(67.0)	28.8%
Other Non-Op. Rev.*	2.6	3.0	0.4	114.8%
Sub-Total	**$207.1**	**$146.5**	**($60.6)**	**70.8%**
Total	**$401.8**	**$331.0**	**($70.8)**	**82.4%**

*Other non-operating revenues include project reimbursement, lease revenue, and miscellaneous revenues

Numbers may not tie due to rounding

YTD Total Revenues vs. Amended Budget

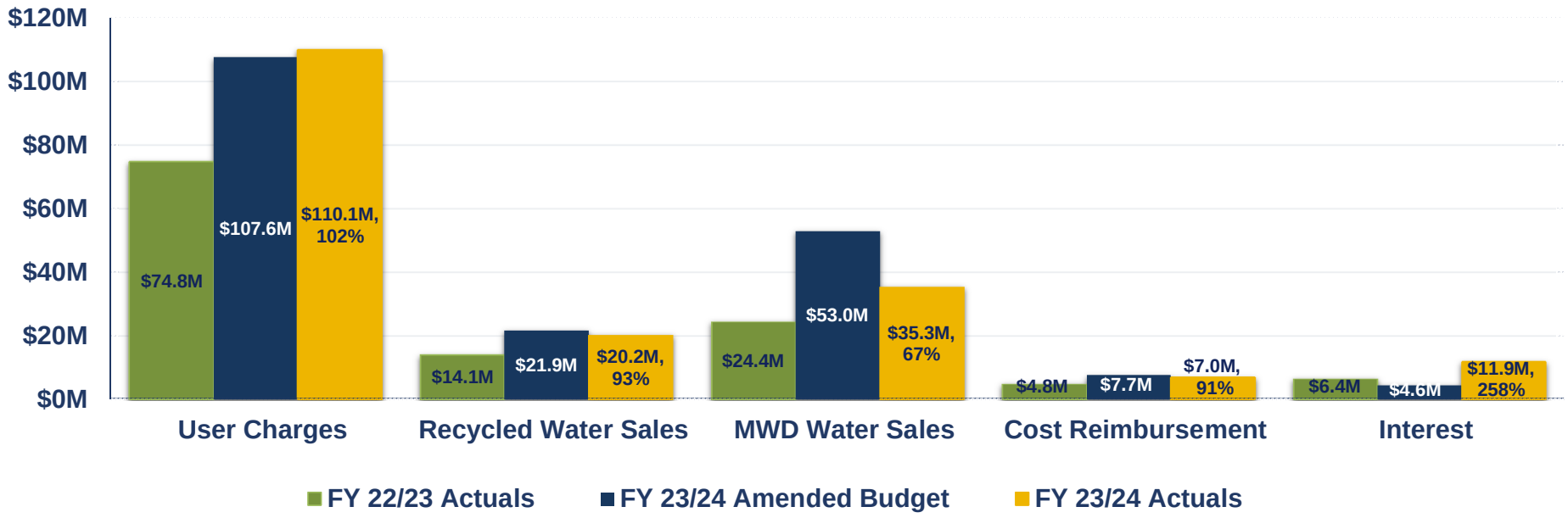


FY 2023/24 Operating Revenues

Highlights:

User Charges include:
- Monthly EDU sewer charges of $83.8 million
- Non-reclaimable wastewater pass-thru charges of $15.4 million
- Monthly MEU charges and MWD readiness to serve pass-thru fees of $10.9 million

Recycled Water and MWD Imported Water Sales:
- Recycled water direct sales totaled 16,604 AF and groundwater recharge sales totaled 13,851 AF for a total of 30,455 AF
- MWD pass-through imported water sales totaled 42,073 AF

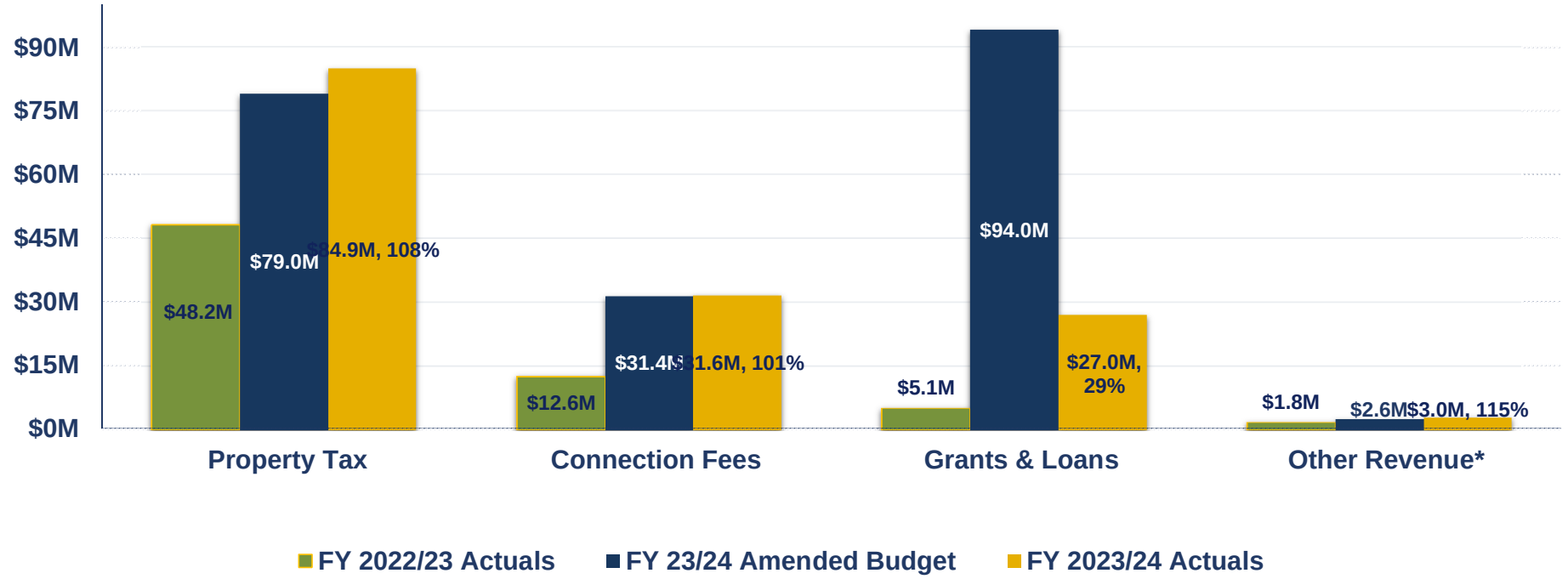


FY 2023/24 Non-Operating Revenues

Highlights:

New Connections to Regional Systems
- 3,306 new EDU connections – budgeted 3,000 EDU
- 2,927 new MEU connections – budgeted 3,700 MEU

Grant and loan receipts:
- Grants & Loans are dependent upon capital expenditures. Receipts for Fiscal Year 2023/24 were $27.0 million



**Other non-operating revenues includes project reimbursement, lease revenue, and miscellaneous sales.*

FY 2023/24 Expense Summary

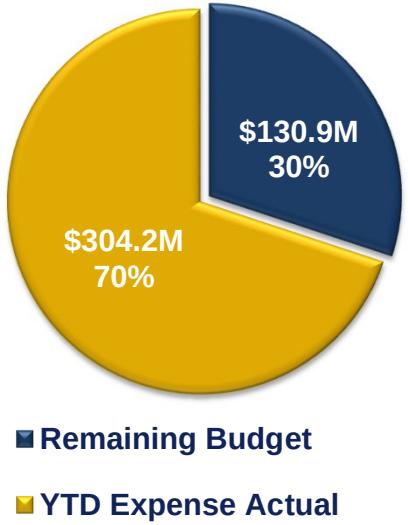
Expense Budget to Actual				
Account Description ($ in Millions)	**FY 23/24 Amended Budget**	**FY 23/24 Actual (YTD)**	**Budget vs. Actual**	**Variance %**
Operating Expenses				
Wages and Benefits	$75.8	$57.8	($18.0)	76.2%
MWD Water Purchases	53.0	35.3	(17.7)	66.6%
Professional Fees and Services	17.3	12.7	(4.6)	73.3%
Chemicals	11.5	11.0	(0.5)	95.6%
Utilities	15.0	15.3	0.3	102.1%
O&M/Reimbursable Projects	23.3	7.8	(15.5)	33.3%
Other Admin & Operating Exp.*	30.5	29.4	(1.1)	96.4%
Sub-Total	**$226.4**	**$169.3**	**($57.1)**	**74.8%**
Non-Operating Expenses				
Capital	$188.1	$113.4	($74.7)	60.3%
Debt Svc and Other Expenses**	20.5	21.5	1.0	105.0%
Sub-Total	**$208.6**	**$134.9**	**($73.7)**	**64.7%**
Total	**$435.0**	**$304.2**	**($130.8)**	**69.9%**

**Other operating expenses includes office & admin., materials & supplies, insurance, biosolids, and operating fees.*

***Other non-operating expenses includes SAWPA member contribution and other miscellaneous expenses.*

Numbers may not tie due to rounding

YTD Total Expenses vs. Amended Budget

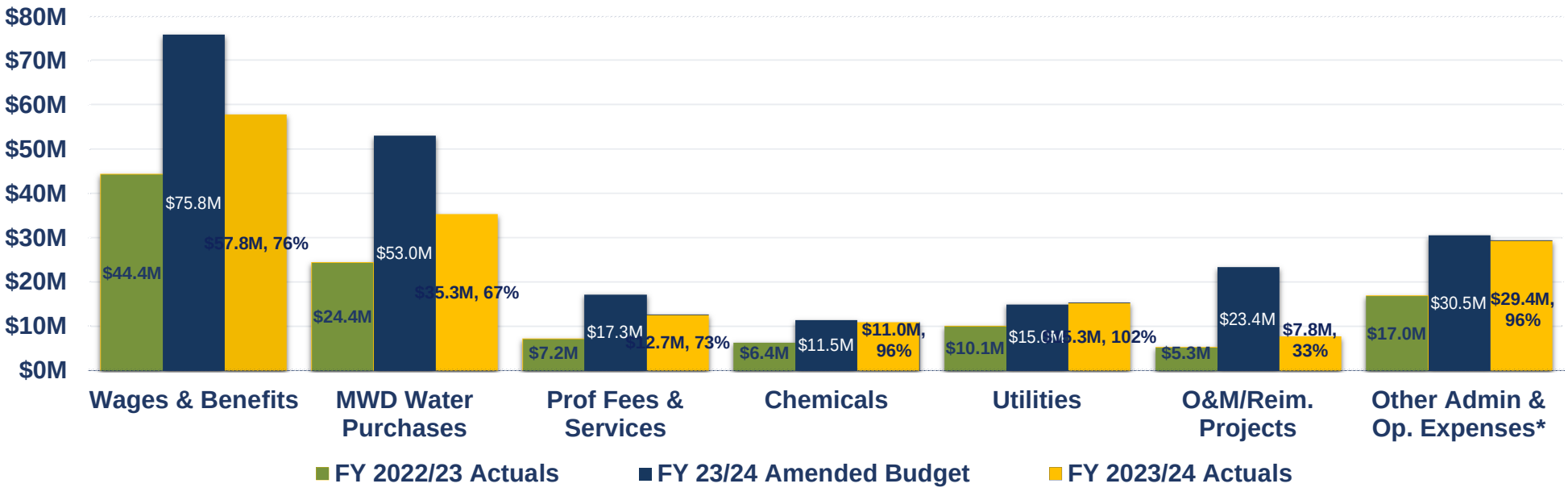


FY 2023/24 Operating Expenses

Highlights:

Employment
- Recruitment efforts continue to focus on filling key positions and a lower vacancy factor going forward
- Includes quarterly allocation toward unfunded liabilities

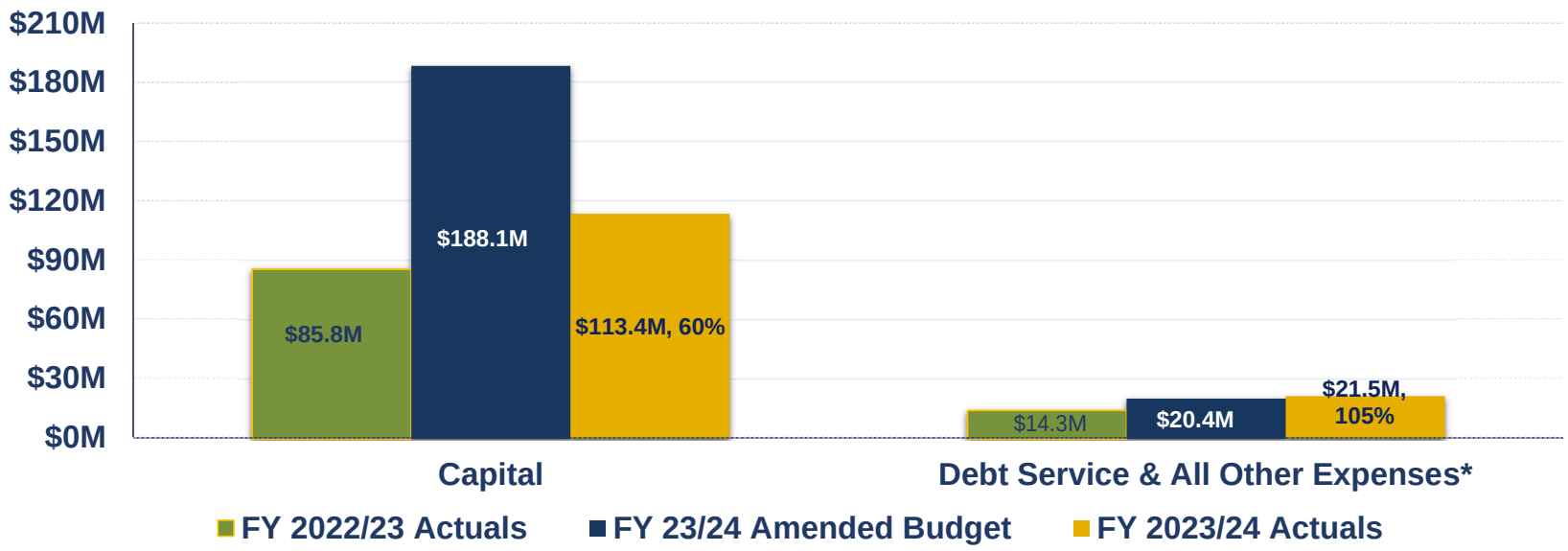
Operations and Maintenance
- Utilities - Rate increases for imported electricity
- O&M Projects – project timeline extensions, additional project evaluations required, changes in scope

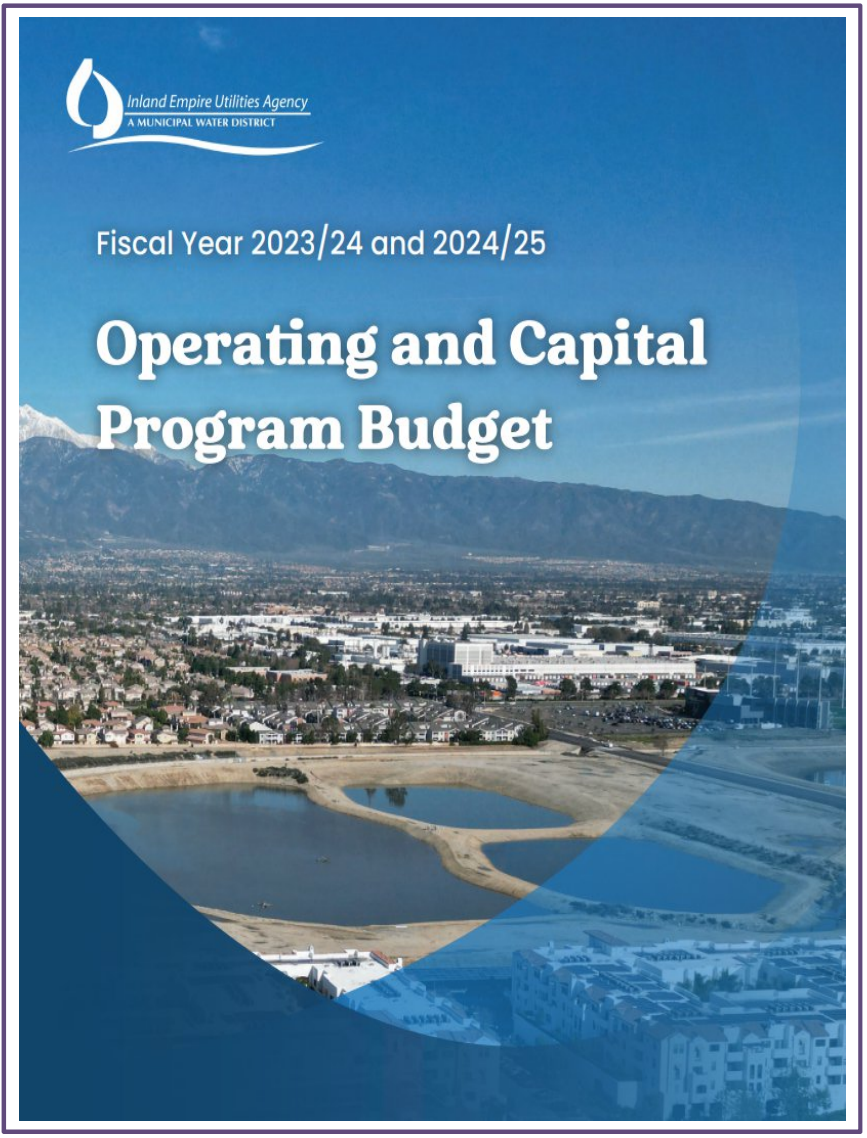


**Other Admin and operating expenses includes office & admin., materials & supplies, insurance, biosolids, and operating fees.*

FY 2023/24 Non-Operating Expenses

Highlights:	
Capital Projects: • Delays in contract awards, construction and permitting delays, and changes to scope and design	**Financial Expenses:** • Principal payment for bonds and State Revolving Fund (SRF) loans totaled $13.8 million • Interest and financial expense totaled $6.9 million





Questions?

The Budget Variance Analysis report is consistent with the Agency's business goal of fiscal responsibility to ensure actual revenues and expenditures are consistent with those approved by the Board of Directors.

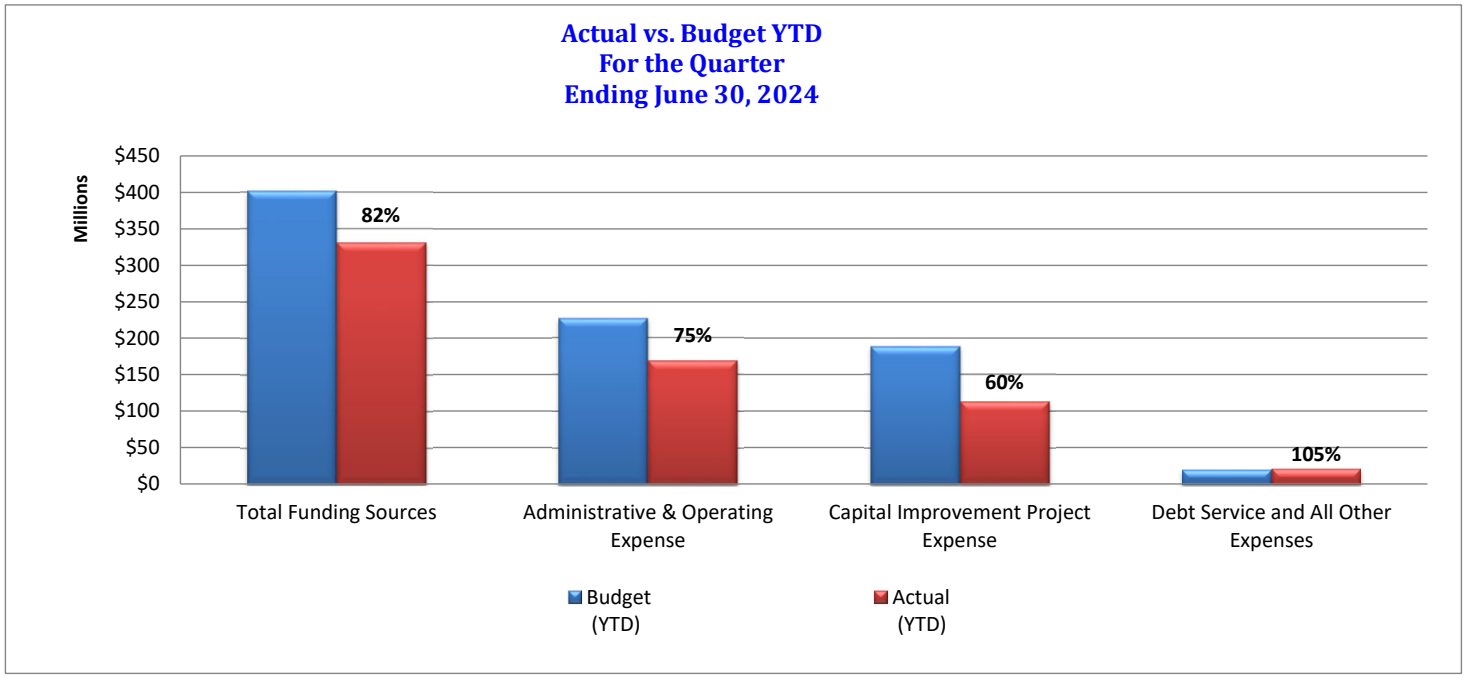
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

EXHIBIT A

I. Actual vs. Budget Summary:

Quarter Ending June 30, 2024

	Adopted Annual Budget	Amended Budget	Actual (YTD)	Budget vs. Actual	% of Budget Used
Operating Revenues	$194,752,018	$194,752,018	$184,464,871	($10,287,147)	94.7%
Non-Operating (Other Sources of Fund)	207,064,232	207,064,232	146,580,418	($60,483,814)	70.8%
TOTAL FUNDING SOURCES	401,816,250	401,816,250	331,045,289	(70,770,961)	82.4%
Administrative & Operating Expense	(216,026,066)	(226,455,867)	(169,283,804)	57,172,063	74.8%
Capital Improvement Project Expense	(177,320,175)	(188,147,256)	(113,437,450)	74,709,806	60.3%
Debt Service and All Other Expenses	(23,624,598)	(20,447,599)	(21,463,355)	(1,015,756)	105.0%
TOTAL USES OF FUNDS	(416,970,839)	(435,050,722)	(304,184,609)	130,866,113	69.9%
Net Increase/(Decrease)	($15,154,589)	($33,234,472)	$26,860,680	$60,095,152	



2. Actual Revenue vs. Budget:
Quarter Ending June 30, 2024

	Adopted Annual Budget	Amended Budget	Actual (YTD)	Budget vs. Actual	% of Budget Used
Operating Revenues:					
User Charges	$107,616,326	$107,616,326	$110,097,746	$2,481,420	102.3%
Recycled Water Sales	21,852,599	21,852,599	20,234,501	($1,618,098)	92.6%
MWD Water Sales	53,028,000	53,028,000	35,316,907	($17,711,093)	66.6%
Cost Reimbursement	7,651,206	7,651,206	6,956,262	($694,944)	90.9%
Interest	4,603,887	4,603,887	11,859,455	$7,255,568	257.6%
OPERATING REVENUES	194,752,018	194,752,018	184,464,871	(10,287,147)	94.7%
Non-Operating Revenues:					
Property Tax - Debt, Capital, Reserves	$79,035,000	$79,035,000	$84,935,618	$5,900,618	107.5%
Connection Fees	31,410,931	31,410,931	31,629,890	$218,959	100.7%
Grants & Loans	94,027,541	94,027,541	27,040,049	($66,987,492)	28.8%
Other Revenue	2,590,760	2,590,760	2,974,861	$384,101	114.8%
NON-OPERATING REVENUES	207,064,232	207,064,232	146,580,418	(60,483,814)	70.8%
Total Revenues	$401,816,250	$401,816,250	$331,045,289	($70,770,961)	82.4%

User Charges, 102.3% Total user charges were $110.1 million, or 102.3 percent of the amended budget. The category includes monthly sewer charges based on equivalent dwelling units (EDU) of $83.8 million, $15.4 million non-reclaimable wastewater fees paid by industrial and commercial users connected to the brine line system, $10.9 million of monthly meter equivalent unit charges (MEU) imposed on all potable water connections, and Readiness-to-Serve pass-through charges to meet our Readiness-to-Serve obligation to Metropolitan Water District (MWD).

Property Tax/ AdValorem, 107.5% Property tax receipts through the fiscal year end totaled $84.9 million, or 107.5% of the budget. General ad-valorem property tax receipts from the San Bernardino County Tax Assessor were $51.6 million and former redevelopment agencies (RDA) pass through tax receipts were $33.3 million through June. Property tax receipts are budgeted based on valuations projected by the county, increased home sales, and anticipated adjustments in property tax distribution due to the dissolution of the redevelopment agencies.

Recycled Water Sales, 92.6% Recycled water sales totaled $20.2 million through the fiscal year end with a total of 30,455 AF. Recycled water direct sales were $8.4 million for 16,604 acre feet (AF), groundwater recharge sales were $9.4 million for 13,851 acre feet (AF) and recycled water fixed charges were $2.4 million. Budgeted fiscal year direct and recharge deliveries were 34,000 AF (18,000 AF Direct and 16,000 AF Recharge). Demand for direct use and groundwater recharge varies depending on weather patterns, water use conservation efforts, reuse supply, and basin availability.

Interest Income, 257.6% Interest Income was $11.9 million or 257.6 percent of budget through the fiscal year end. The Agency earns interest income by investing funds not immediately required for daily operations. The Agency's portfolio yield increased as a result of rising market rates and active management of the Agency's investment portfolio. The Agency's average portfolio yield for the end of June 2024 was 4.514% compared to the budgeted interest rate assumption of 1.75%.

MWD Water Sales, 66.6% Total Metropolitan Water District of Southern California (MWD) sales of pass-through imported water was $35.3 million, or 66.6 percent of the amended budget. Imported water deliveries were 42,073 AF compared to the annual budgeted quantity of 60,000 AF.

Connection Fees, 100.7% Total connection fee receipts were $31.6 million or 100.7 percent of the budget. Receipts include $26.5 million for new regional wastewater system connections and $5.1 million for new water connections. A total of 3,306 new equivalent dwellings unit (EDU) wastewater connections were collected through the end of June compared to the annual budget of 3,000 new connections. The total number of new water connections was 2,927 meter equivalent units (MEU) compared to the budgeted 3,700 MEUs.

Grants and Loans, 28.8% Grant and loans invoiced through the end of the fiscal year totaled $27.0 million dollars. Grant receipts of $2.8 million dollars include receipts of $0.9 million for Recharge Water basin upgrades, $1.9 million for conservation projects, FEMA/Cal-OES grants for Covid-19 response efforts, and other grant reimbursements. SRF loan receipts totaled $12.4 million dollars. SRF receipts included $11.1 million for RP-5 Expansion projects in the Regional Wastewater Capital Improvement fund and $1.3 million for RMPU projects in the Recharge Water fund. WIFIA loan receipts were $11.8 million for various Regional Wastewater Improvement projects. Grants and loans are primarily reimbursable in nature and depend on related capital project expenditures. Annual budgeted grants are $2.8 million and include $2.4 million for various projects in the Recharge Water fund, $0.4 million for Storm Water Management Improvement and Conservation projects. State Revolving Fund (SRF) loan proceeds budgeted at $65.8 million and includes $60.0 million for the RP-5 Expansion and various other wastewater projects, and $5.8 million for Recharge Master Plan Update projects in the Recharge Water Fund. WIFIA loan receipts are budgeted at $25.5 million for Regional Wastewater improvement projects.

Cost Reimbursements JPA, 90.9% Total cost reimbursements of $6.9 million or 90.9 percent of the budget were received through the end of the fiscal year. Actuals include reimbursements of $4.4 million from the Inland Empire Regional Composting Authority (IERCA) and $1.5 million from Chino Basin Desalter Authority (CDA) for the Agency's operation & maintenance of the IERCA Composter and CDA Desalter facilities respectively. Also included is $1.0 million for operations & maintenance costs related to the groundwater recharge basins, net of the Agency's pro-rata shares for the recycled water recharge costs.

Other Revenues, 114.8% Total other revenues and project reimbursements were 3.0 million, or 114.8 percent of amended budget. Actual receipts include $0.7 million from Chino Basin Water Master (CBWM) for its share of the 2020A bond debt service fixed project costs, $2.3 million for the sale of groundwater supplies, lease revenue, other miscellaneous reimbursements.

3. Actual Operating and Capital Expense vs. Budget:

Quarter Ending June 30, 2024

	Adopted Annual Budget	Amended Budget	Actual (YTD)	Budget vs. Actual	% of Budget Used
Operating Expenses:					
Employment	$78,212,168	$75,794,168	$57,788,622	($18,005,546)	76.2%
Admin & Operating	84,785,898	97,633,699	76,178,275	($21,455,424)	78.0%
MWD Water Purchases	53,028,000	53,028,000	35,316,907	($17,711,093)	66.6%
OPERATING EXPENSES	$216,026,066	$226,455,867	$169,283,804	($57,172,063)	74.8%
Non-Operating Expenses:					
Capital	177,320,175	188,147,256	113,437,450	($74,709,806)	60.3%
Debt Service and All Other Expenses	23,624,598	20,447,599	21,463,355	$1,015,756	105.0%
NON-OPERATING EXPENSES	$200,944,773	$208,594,855	$134,900,805	($73,694,050)	64.7%
Total Expenses	$416,970,839	$435,050,722	$304,184,609	($130,866,113)	69.9%

Employment Expenses net of allocation to projects

Employment, 76.2%

Employment expenses were $57.8 million, or 76.2 percent of the amended budget. At the end of the fiscal year, the total filled regular positions were 309 and 6 limited term positions compared to the 351 authorized positions (344 FTE and 7 LT positions). Recruitment efforts continue to focus on filling key positions, and a lower vacancy factor going forward. The budget includes $7.7 million of payments towards unfunded retirement liabilities with actuals of $7.7 million through the end of the fiscal year.

Administrative & Operating Expenses

Office and Administrative, 76.5%

Total expenses through the end of the fiscal year were $2.1 million or 76.5 percent of the amended budget. The variance is attributed to lower than budgeted subscription, training, software licensing, and recruitment expense.

Professional Fees & Services, 73.3%

Total expenses were $12.7 million, or 73.3 percent of the amended budget. The variance can be attributed to timing of contract services and materials such as contractor and consultant support for project management, strategic planning efforts, traffic control services, lab services, and special studies.

Materials & Supplies/Leases/Contribution, 95.8%

Expenses through the end of the fiscal year were $4.6 million or 95.8 percent of the amended budget. The variance is attributed to lower than budgeted vehicle maintenance, promotional, and operational and maintenance supplies expense. Category budget includes costs for items such as laboratory supplies, maintenance parts and consumables, replacements parts for electrical devices, pH monitoring equipment, safety materials and equipment, and promotional items.

Biosolids Recycling, 92%

Biosolids expenses through the end of the fiscal year were $5.0 million or 92.0 percent of the amended budget. Total shipped to IERCA was 71,950 tons with a hauling rate of $62.50 per ton. The biosolids budget includes costs for hauling and disposal of biosolids and non-biological materials. Tonnage of the Agency's biosolids is generated from all its water recycling facilities.

Chemicals, 95.6%

Chemical expenses were $11.0 million, or 95.6 percent of the amended budget. Chemicals are essential for maintenance, repairs, calibration of process control equipment, meeting regulatory requirements, and sustainment of high quality recycled water.

MWD Water Purchases, 66.6%

Total Metropolitan Water District of Southern California (MWD) pass-through imported water purchased was $35.3 million or 66.6 percent of the amended budget. Imported water deliveries were 42,073 AF compared to the annual budgeted quantity of 60,000 AF. Lower water usage can be attributed to the reduction efforts made during the drought which had a long term savings effect. Additionally, wet winter months reduced the demand for outdoor irrigation water usage.

Operating Fees, 102.3%

Total expenses were $15.6 million, or 102.3 percent of the amended budget. A major part of this category are the "pass-through" fees from Los Angeles County Sanitation District (LACSD) and Santa Ana Watershed Project Authority (SAWPA) for the Agency's non-reclaimable wastewater system (NRWS). The variance is attributed to pass-through MWD Readiness To Serve (RTS) fees which were higher than budget due to correction of a calculation error by MWD.

Utilities, 102.1%

Total utilities expenses were $15.3 million, or 102.1 percent of the amended budget. This category includes the purchase of electricity, natural gas, and renewable energy generated on site from solar and wind. The variance is mainly attributed to rising electricity rates. Through the end of the fiscal year, the average rate for imported electricity was $0.214/kWh compared to the average budgeted rate of $0.191/kWh.

O&M and Reimbursable Projects, 32.9% and 46.6%

The combined O&M and reimbursable project costs were $7.8 million or 33.3 percent of the combined amended budget. The variance can be primarily attributed to project timeline extensions, delays due to additional project evaluations, and changes in scope requiring preliminary design reports, or additional review and approvals.

Financial Expenses

Financial Expense, 103.6%

Total financial expenses were $20.7 million or 103.6 percent of the amended budget. Actual costs include $8.4 million of principal payments for the 2017A Revenue and 2020A bonds, and $5.4 million for various State Revolving Fund loans. The category also includes $6.9 million in interest and financial administration fees. The variance is attributed to higher than budgeted inter-fund loan interest expense, a direct result of the current earnings yield environment.

Other Expenses	**Other Expenses, 160.4%** Other expenses were $0.8 million or 160.4 percent of the amended budget. The category expense includes the annual contribution-in-aid to the Santa Ana Watershed Project Authority and other miscellaneous expenses.
Capital Expenses	**Capital Costs, 60.3%** Total capital project expenditures were $113.4 million, or 60.3 percent of the amended budget. The variance can be attributed to construction, operational and permitting delays, contract awards, and changes to project scope and design. Capital project budget related to the Regional Wastewater program is $146.6 million, or 78 percent of the $188.1 million amended project budget.

Summary of major capital and non-capital project expenses and status as of June 30, 2024

Capital Projects		Annual Budget	Actual YTD	% of Budget Used YTD
EN19006	**RP-5 Solids Handling Facility**	**29,087,070**	**35,205,562**	**121.0%**
	Substantial completion currently scheduled for February of 2025 as a result of Change order 336. Variance is due to delay on liquids part of the project the focus has been on solids expansion. Rebalancing between two projects may be needed due to change orders.			
EN19001	**RP-5 Expansion to 30 mgd**	**46,632,930**	**18,166,357**	**39.0%**
	Substantial completion currently scheduled for December of 2025, a result of Change order 336. Project is delayed due to contractor's rate of projection, generator controls, and Rockwell control delays. These delays impacted MRP startup (extended to October 2024) and the associated costs for membrane delivery. These delays will result in the project not spending the anticipated budget for this Fiscal Year.			
RW15003	**Recharge Master Plan**	**4,612,587**	**2,371,356**	**51.4%**
	Wineville and Jurupa construction scheduled to be completed in June 2025, a result of delays with the pumps, Southern California Edison, and the changes to the Rubber Dam. The Montclair Basin improvement is scheduled to start construction in August 2024 and end in August of 2025. Due to the late start of Montclair Project and late completion of the Wineville/Jurupa/Force Main with the Contractor, MNR, the completion of the project will be delayed.			
EN17006	**CCWRF Asset Management and Improvements**	**8,775,000**	**8,308,096**	**94.7%**
	Project will provide process improvements to the preliminary, primary, and secondary treatments including the replacement of the existing headworks, the odor control system, and the aeration blowers. Construction for the project is in progress with over 25% of the improvements completed. The planned completion date is early 2026.			
EN11039	**RP-1 Disinfection Pump Improvements**	**4,119,750**	**6,933,118**	**168.3%**
	The project is currently in construction and has replaced the chemical feed system and related components for the tertiary treatment process. Upgrades include replacing chemical metering pumps, flash mix pumps, piping, and bleach tanks, a new sodium hypochlorite facility, sedimentation basin retrofits, and other miscellaneous improvements. The project is 3-4 weeks away from testing, commissioning, and start-up of each individual system and the composite system as a whole. Several pending requests for deviations are forthcoming. Delays have occurred due to material procurement, added scope of work due to findings in the field, extensions due to conflicting conditions in the field, updated hardware and software programming, extensive submittals and reviews for equipment training, testing, and system start-up plans.			

O&M & Reimbursable Projects		Annual Budget	Actual YTD	% of Budget Used YTD
EN23026	**RO Assessment Projects**	**333,597**	**247,261**	**74.1%**
	This project funded on-going condition assessments within the 10800 Fund. Number of assets assessed were the outfall, MLR pump station, primary clarifier No.1 and other condition assessments at RP-1 facility. Work completed, need final report and invoice.			
EN23066	**PLS Improvement**	**1,022,341**	**577,050**	**56.4%**
	The Preserve Lift Station currently has two pumps operated through Variable Frequency Drives (VFDs) and is designed for four pumps at full buildout. During peak flow periods, both pumps are in operation leaving no redundancy in case of a failure. Staff recommended installing a third pump for redundancy and for the pump to be a chopper pump to help reduce the rag build up. After a fifty week lead time, the VFD has been delivered and the contractor is finalizing the programming. The software Factory Acceptance Test has been scheduled for the second half of August 2024 and mobilization is anticipated to begin in September 2024.			
EN23113	**RW/GWR Safety Work Improvements for Basin Gate Actuator Access**	**927,482**	**63,264**	**6.8%**
	This project is a group of several safety related projects including the design, fabrication and installation of safety platforms, with safety railing and toe boards, to be installed at the location of basin gate actuators. The platforms will be located behind a hinged and lockable gate. Project delays were caused by the addition of 8 safety projects and the addition of a Business Case Evaluation (BCE) for the individual projects to justify the design choice for each location/scenario. The Preliminary Design Report (PDR) was completed in the Spring of 2024. Staff is scheduled to present the project to Watermaster in October 2024 with staff requesting to project cost-share for the design and construction phases of the project.			
PA22003	**Agency Wide Paving**	**810,868**	**236,426**	**29.2%**
	The two phases of paving under this project, RP-1 Septic Hauler Dump Station and RP-2 Paving Repairs Phase II, are complete as of the end of FY 23/24. Scope of work included improved surface drainage, new concrete catch basin and v-gutter, new pavement, new gate loop and motor and misc. appurtenances for the RP-1 location, with new pavement sections at RP-2 that were badly damaged. Final invoicing, retention release and close-out are pending.			

INLAND EMPIRE UTILITIES AGENCY

Fiscal Year 2023/24

CONSOLIDATED BUDGET VARIANCE ANALYSIS REPORT

Quarter Ending June 30, 2024

	Amended Budget	Actual YTD	Variance YTD	% Annual Budget Used
OPERATING REVENUES				
User Charges	$107,616,326	$110,097,746	$2,481,420	102.3%
Recycled Water	21,852,599	20,234,501	(1,618,098)	92.6%
MWD Water Sales	53,028,000	35,316,907	(17,711,093)	66.6%
Cost Reimbursement from JPA	7,651,206	6,956,262	(694,944)	90.9%
Interest Revenue	4,603,887	11,859,455	7,255,568	257.6%
TOTAL OPERATING REVENUES	$194,752,018	$184,464,871	($10,287,147)	94.7%
NON-OPERATING REVENUES				
Property Tax	$79,035,000	$84,935,618	$5,900,618	107.5%
Connection Fees	31,410,931	31,629,890	218,959	100.7%
Grants	2,762,341	2,767,555	5,214	100.2%
Debt Proceeds	91,265,200	24,272,494	(66,992,706)	26.6%
Project Reimbursements	2,207,760	715,944	(1,491,816)	32.4%
Other Revenue	383,000	2,258,916	1,875,916	589.8%
TOTAL NON OPERATING REVENUES	$207,064,232	$146,580,418	($60,483,815)	70.8%
TOTAL REVENUES	$401,816,250	$331,045,289	($70,770,962)	82.4%
ADMINISTRATIVE and OPERATING EXPENSES				
EMPLOYMENT EXPENSES				
Wages	$43,748,497	$36,631,090	$7,117,408	83.7%
Benefits	32,045,671	21,157,532	10,888,139	66.0%
TOTAL EMPLOYMENT EXPENSES	$75,794,168	$57,788,622	$18,005,547	76.2%
ADMINISTRATIVE EXPENSES				
Office & Administrative	$2,766,115	$2,115,187	$650,928	76.5%
Insurance Expenses	2,185,001	2,041,321	$143,680	93.4%
Professional Fees & Services	17,265,018	12,660,449	$4,604,569	73.3%
O&M Projects	22,734,786	7,490,767	$15,244,019	32.9%
Reimbursable Projects	641,595	299,204	342,391	46.6%
TOTAL ADMINISTRATIVE EXPENSES	$45,592,514	$24,606,926	$20,985,587	54.0%
OPERATING EXPENSES				
Material & Supplies/Leases	$4,809,305	$4,606,436	$202,870	95.8%
Biosolids Recycling	5,473,616	5,034,236	$439,381	92.0%
Chemicals	11,475,753	10,971,054	$504,699	95.6%
MWD Water Purchases	53,028,000	35,316,907	$17,711,093	66.6%
Operating Fees/RTS Fees/Exp. Alloc.	15,258,367	15,615,820	($357,453)	102.3%
Utilities	15,024,144	15,343,804	(319,661)	102.1%
TOTAL OPERATING EXPENSES	$105,069,185	$86,888,256	$18,180,929	82.7%
TOTAL ADMINISTRATIVE *and OPERATING EXPENSES*	$226,455,867	$169,283,804	$57,172,063	74.8%

INLAND EMPIRE UTILITIES AGENCY

Fiscal Year 2023/24

CONSOLIDATED BUDGET VARIANCE ANALYSIS REPORT

Quarter Ending June 30, 2024

	Amended Budget	Actual YTD	Variance YTD	% Annual Budget Used
CAPITAL OUTLAY	$188,147,256	$113,437,450	$74,709,806	60.3%
FINANCIAL EXPENSES				
Principal, Interest and Financial Expenditures	19,950,943	20,666,577	(715,634)	103.6%
OTHER NON-OPERATING EXPENSES	496,655	796,778	(300,123)	160.4%
TOTAL NON-OPERATING EXPENSES	$208,594,854	$134,900,805	$73,694,049	64.7%
TOTAL EXPENSES	$435,050,722	$304,184,609	$130,866,112	69.9%
NET INCREASE/(DECREASE)	($33,234,472)	$26,860,679	$60,095,152	

Totals may not add up due to rounding

Q4 BUSINESS GOALS & OBJECTIVES STATUS REPORT

FY 2023/24
Quarter: 4th including April, May, and June

Exhibit B

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Identify the number of competitively let solicitations on a quarterly basis.	Administration	Contracts and Procurement	Ensure compliance with federal, state, and Agency procurement requirements in support of competitive and cost-efficient procurement.	22 solicitations for the quarter, 84 solicitations for the year.
Quarterly monitoring of Safety Tailgate Tracker and completed topics.	Administration	Contracts and Procurement	Collaborate with staff to ensure the completion and compliance with Agency safety training requirements.	Staff is on schedule to complete all required safety tailgate topics and the Cyber Security training sessions.
Review number of solicitations, purchase orders, contracts completed, including those for the Ten-Year Capital Improvement Plan (TYCIP).	Administration	Contracts and Procurement	Evaluate Unit staffing levels against future Agency programs and projects to ensure optimal performance and support to Agency Units.	258 Purchase Orders processed worth $16,956,839; 22 Formal Solicitations on PlanetsBids. Annual totals are 1219 PO's worth $139,522,669; with 84 Formal Solicitations.
Provide membership to California Association of Public Procurement Officials (CAPPO) and National Institute of Government Purchasing (NIGP). Provide monthly training opportunities via webinars, etc. for contracts and procurement topics.	Administration	Contracts and Procurement	Encourage staff to participate in professional organizations and training opportunities.	Staff participated in monthly CAPPO, NIGP, and PlanetBid trainings and webinars.
Monthly training sessions on SAP, Agency procurement and best practices.	Administration	Contracts and Procurement	Increase awareness of Agency procurement requirements.	Staff hosts several reoccurring monthly meetings with departments across the Agency to provide and clarify procurement and contract requirements, including CAP Cafe, the PCard Forum, 3 Month Look Ahead, Engineering Leadership meeting and attendance in other department staff meetings. We also provide one on one consultation services to assist staff in the contracting or procurement process and help them find the best solution for their procurement needs.
Regular meetings with Information Technology and Other Agency Departments and Units.	Administration	Contracts and Procurement	Increase the efficiencies in Enterprise Resource Planning (ERP) procurement related transactions.	CAP staff continued to work with IT on Laserfiche forms, SAP enhancements related to the PO automation and formatting. Additionally, they worked to develop a PCard support ticketing system for all questions and services PCard related.
Attend local Chamber of Commerce meetings, Host “Doing Business with IEUA” events. Distribute future Agency project information and Agency requirements through PlanetBids and social media platforms.	Administration	Contracts and Procurement	Increase CAP outreach and engagement through the attendance and hosting of public events, distribution of information through the Agency’s social media platforms, as well as online bidding system.	CAP staff attended a Small Business Outreach event at the Riverside Convention Center providing information to over 500 local and small businesses. Additionally, CAP staff. Additionally, staff is developing an outreach program and pilot incentive program for local businesses.
Solicit regular feedback from Agency Departments and Units through monthly outreach and planning meetings.	Administration	Contracts and Procurement	Ensure the duties of CAP are consistently executed with outstanding customer service and professionalism.	CAP continued to meet with departments across the Agency to provide information and answer questions on procurement, contracts and pcard activities.
Rates and fees submitted for Board adoption by third quarter of FY 2024/25	Administration	Finance and Accounting	Support the completion of COS Studies for all programs and establish rates for FY 2025/26 based on those studies.	Attending weekly meetings with rate study consultants Black and Veatch, revising key assumptions, and reviewing rate models.
Ensure investments are made in conformity with Agency policy and within the guidelines of the California Government Code. Report cash and investments monthly to the Board of Directors	Administration	Finance and Accounting	Invest idle cash in a prudent manner according to established investment policy ensuring the Agency’s cash flow requirements are met while meeting the objectives of safety, liquidity, and return on investment.	Updated Investment Policy adopted in March 2024. Managed investments are reviewed weekly to ensure that all investments are within policy limits. Cash is monitored daily and reviewed with management bi-weekly.
Amendment to 2022 WIFIA loan EPA master agreement for Water Infrastructure Finance and Innovation Act (WIFIA) loans Secure funding prior to the execution of critical projects	Administration	Finance and Accounting	Support grant applications, low interest federal and state loans	Continuing to review project funding options with financial advisors and working closely with the Grants group
Board adoption of amended mid-year budget	Administration	Finance and Accounting	Through the mid-year review process, prepare and recommend amendment of the FY 2024/25 budget.	The FY 2024/25 budget amendment was adopted by the Board of Directors in June 2024.
Completion of cross training and assignment rotation.	Administration	Finance and Accounting	Succession planning to ensure continuity, identify gaps in critical positions, understand the unit’s competency levels and workforce development.	Filled the pending retirement position with 4 weeks on hands on training. Preparing to fill another vacant position within the department.
Staff to attend at least 3 training events in each fiscal year.	Administration	Finance and Accounting	Support professional development, promoting training, and networking opportunities for staff.	Preparing staff for training sessions in September, October, and November
Complete transition to new banking services provider	Administration	Finance and Accounting	Implementation of the new banking contract.	Fully transitioned to JP Morgan Chase Bank in June 2024.
Transition all staff to OneDrive by the end of FY 2023/24. Transition all Units to TEAMS and SharePoint for collaboration and file sharing by the end of FY 2024/25	Administration	Information Technology	Leverage cloud technology to support a remote and agile workforce.	Conducting post training staff on the advantages of the technology.
Complete Assessment Report by end of FY 2023/24.	Administration	Information Technology	Complete the ERP Assessment	ERP Assessment has been completed and is available for review by interested parties. Report has also been sent to staff at a supervisory level and higher.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Complete the RFP process and select vendor by end of FY 2024/25.	Administration	Information Technology	Complete the ERP selection process	Working to establish a contract with a consultant to help with the procurement process.
Complete four exercises	Administration	Information Technology	Maintain, practice, and update cybersecurity incident response plans for relevant threat scenarios.	Tabletop exercise in development.
Implementation of all Key Controls	Administration	Information Technology	Meet Cybersecurity & Infrastructure Security Agency (CISA) recommended sector-specific Cybersecurity Performance Goals	Ongoing. CPG Group one objectives audit in process.
Workshop with Operations and Maintenance Identify use case for AI & ML Completed AI/ML roadmap Submit new project request to Pilot AI/ML	Administration	Information Technology	Develop a roadmap for the use of Artificial Intelligence (AI) and Machine Learning (ML). Once complete develop a project to pilot AI/ML at a treatment facility.	Ongoing training and expansion of usage of AI.
Track the number of trainings and conferences attended by staff	Agency Management	Board Office and Agency Management	Provide opportunities for continued career development through participation in training courses and cross-training opportunities.	Staff participated in a number of training opportunities provided by the Agency, CSDA and other professional development organizations.
Obtain feedback at bi-monthly Agency-wide Administrative Team meetings	Agency Management	Board Office and Agency Management	Provide communication and support to all Departmental Units regarding Board and Committee meeting processes.	Staff provided ongoing support to Agency staff as they continued to utilize the Agenda Management system and ensured the availability of adequate training resources.
Track the number of records scanned into the Laserfiche system and the number of records destroyed.	Agency Management	Board Office and Agency Management	Continue to transition from hard copy to electronic records.	Transition from hardcopy to electronic continues and uploading into the Laserfiche system. A total of 6228 documents were uploaded In Q4. Total of 332 boxes were destroyed, and electronic data destroyed is estimated to be around 6,952.
Proactively support the Chino Basin Program (CBP) by researching funding opportunities and collaborating with CBP partners to pursue opportunities that fit the projects components including preparing and submitting application to the US Bureau of Reclamation Large Scale Water Recycling Grant Program for the Chino Basin Program and promote effective advocacy efforts to obtain support from the IEUA legislative delegation.	Agency Management	External & Government Affairs	Collaborate with Agency Units that have project funding needs to assess the feasibility of pursuing funding opportunities to reduce capital and operating costs including reviewing the Ten-year Capital Improvement Plan (TYCIP); identifying key priorities that align with grant and low-interest loan program funding criteria; researching and analyzing funding opportunities; and working with appropriate Agency partners to develop applications and letters of interest.	During the Fourth Quarter, the Grants Team collaborated with the Chino Basin Program planning and engineering teams and consultants to submit an application to USBR for the Large-Scale Water Recycling Funding Program. The Grants team coordinated with the CBP Manager on refining the progress report submitted to CWC to help clarify current funding strategies. The Grants Team also reviewed a number of funding opportunities and met with Agency staff to identify potential funding matches to Agency programs and projects.
Advocate for changes that streamline and simplify to the application and compliance processes for grant and low-interest loan programs at the State and Federal level such as the State Revolving Fund program and the FEMA BRIC program to make programs more accessible and operationally feasible.	Agency Management	External & Government Affairs	Collaborate with Agency Units that have project funding needs to assess the feasibility of pursuing funding opportunities to reduce capital and operating costs including reviewing the Ten-year Capital Improvement Plan (TYCIP); identifying key priorities that align with grant and low-interest loan program funding criteria; researching and analyzing funding opportunities; and working with appropriate Agency partners to develop applications and letters of interest.	The Grants team worked with our State advocate and WateReuse Association to review the proposed recommendations from the State Board for the SRF Intended Use Plan and provide constructive feedback to assist the State Board in determining the most beneficial methodology of funding. The grants team has continuously provided grant summaries of upcoming funding opportunities to various departments this quarter.
In collaboration with the Finance and Engineering Departments, plan and implement a new Master Agreement for a WIFIA loan for all the Agency projects identified in the TYCIP	Agency Management	External & Government Affairs	Collaborate with Agency Units that have project funding needs to assess the feasibility of pursuing funding opportunities to reduce capital and operating costs including reviewing the Ten-year Capital Improvement Plan (TYCIP); identifying key priorities that align with grant and low-interest loan program funding criteria; researching and analyzing funding opportunities; and working with appropriate Agency partners to develop applications and letters of interest.	The Grants team continues to work closely with Finance, Bond Counsel, and our financial advisors to determine if and when applying for a Master Credit Agreement would be advantageous for the Agency. Additionally, the Grants team collaborated with the aforementioned partners and Engineering to continue to pursue the IRA Tax Credit but for biogas renewable energy generation.
Pursue at least one project each year for funding through the State Budget and through the Federal Community Project Request processes	Agency Management	External & Government Affairs	Collaborate with Agency Units that have project funding needs to assess the feasibility of pursuing funding opportunities to reduce capital and operating costs including reviewing the Ten-year Capital Improvement Plan (TYCIP); identifying key priorities that align with grant and low-interest loan program funding criteria; researching and analyzing funding opportunities; and working with appropriate Agency partners to develop applications and letters of interest.	The Grants team was successful in not only having a community project request advanced by a member of our federal delegation, but also having a project advance out of the House Appropriations Committee. The AWP Demonstration Facility has advanced to the next phase of the federal budget process. It is unlikely that we will know the outcome of this opportunity until early 2025.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Establish regular meetings with project managers and Engineering leadership to assess and ensure projects will be completed within the funding timeframe	Agency Management	External & Government Affairs	Assess, prepare, and submit quarterly, bi-annual, and annual progress reports and project completion reports as required by the State or Federal funder on time and with the information required by the funding agency to ensure compliance with funding requirements. Additionally, submit extension requests as needed within the required timeframe based on IEUA project status and timeline.	The Grants Analysts are continuing to meet with the project managers monthly and the Grants and Government Affairs Officer and the Director of External and Government Affairs are meeting quarterly with Engineering leadership. These meetings are to address project updates, timelines, challenges, process changes/issues, and funding opportunities. Additionally, the Grants Team has scheduled time to present in the fall at the Engineering All Hands meeting to provide a refresher training on compliance. The Grants and Government Affairs Officer and the Director of External and Government Affairs also attend the TYCIP meetings as well as host the Grant and Loan Finance Review meetings with senior leadership to establish goals and priorities for current and upcoming funding opportunities.
Identify and implement a new internal tracking system to manage and track workload across Agency departments more effectively to ensure responsiveness, thoroughness, and compliance.	Agency Management	External & Government Affairs	Assess, prepare, and submit quarterly, bi-annual, and annual progress reports and project completion reports as required by the State or Federal funder on time and with the information required by the funding agency to ensure compliance with funding requirements. Additionally, submit extension requests as needed within the required timeframe based on IEUA project status and timeline.	The Grants team has been working closely with Acting Business Systems Analyst Jana Crawford to develop a grants management system using Smart Sheets. Business requirements have been provided and IT has been working on developing the framework for the solution. The Grants team continues to use Task by Teams Planner to manage existing deadlines until the new solution is in place.
Hold quarterly safety meetings to address any updates or changes to policies needed as well as discuss safety needs among programs, including meetings with Safety. Finalize and implement policies through the Agency's Intranet AIM.	Agency Management	External & Government Affairs	Develop new and update current safety policies focused on Water Discovery field trips and tours, including wildlife instructions, transportation purchases, education center planning.	The External Affairs team has finalized the Crisis Communications Plan and is in the process of working with Safety to determine the appropriate location for housing said Plan. The safety plan for Water Discovery Field Trips has been finalized and the External Affairs team is working with Safety to schedule a training for all External Affairs team members. The External Affairs team is in the process of scheduling a CPR/First Aid training for all external Affairs team members which includes infant and child CPR.
Purchase/refurbish golf cart for efficiency, safety, and transportation for Water Discovery Field Trip and programs.	Agency Management	External & Government Affairs	Develop new and update current safety policies focused on Water Discovery field trips and tours, including wildlife instructions, transportation purchases, education center planning.	The External Affairs team has coordinated with Facilities and has had the two golf carts added to the regularly scheduled maintenance checks as well as the monthly car washing schedule. The golf carts are being utilized for Water Discovery trainings and field trip facilitation.
Implement Discover the Environment and Water (DEW) grant to retain new education trailer for education and program facilitation especially during weather concerns.	Agency Management	External & Government Affairs	Develop new and update current safety policies focused on Water Discovery field trips and tours, including wildlife instructions, transportation purchases, education center planning.	The Board approved the purchase of the new trailer in April 2024. Plans for the trailer have been reviewed by Engineering and Facilities and due to some change orders per Facilities recommendations, the trailer is expected to be delivered late Fall 2024.
Work with outreach consultants to facilitate a minimum of 10 CBP specific presentations.	Agency Management	External & Government Affairs	Develop partnerships with regional agencies to identify outreach needs and approach on implementation (Inland Empire Water Partnership (IEWP) Chino Basin Program, etc.).	The External Affairs team continues to work with Arellano Associates and the Jacobs' team to implement outreach for CBP. The CBP overview video has been finalized and is on YouTube for viewing. An AWPF overview video is being finalized and will be distributed in Q1 FY 24/25. A groundbreaking event for the Exploratory Boring and Monitoring Wells was held in June 2024. A CBP Summer Newsletter is being developed for an August distribution.
Develop media plan and outreach goals with the Inland Empire Water Partnership and implement as needed	Agency Management	External & Government Affairs	Develop partnerships with regional agencies to identify outreach needs and approach on implementation (Inland Empire Water Partnership (IEWP) Chino Basin Program, etc.).	The External Affairs team has worked with IEWP to finalize the PFAS FAQ and newsletter content. In addition, the website hosting contract for the IEWP has been renewed for another year.
Develop additional collateral and messaging for new PFAS regulations	Agency Management	External & Government Affairs	Develop partnerships with regional agencies to identify outreach needs and approach on implementation (Inland Empire Water Partnership (IEWP) Chino Basin Program, etc.).	Content has been developed for PFAS including a fact sheet, FAQs and newsletter content. The content is being housed on the ready in case messaging and distribution is needed.
Develop analytic summaries for weekly staff meetings based on engagement, earned media, participation, survey feedback, etc.	Agency Management	External & Government Affairs	Work with Units to recognize Agency and employee efforts and achievements through multiple media channels; Highlight Agency achievements to educate on the Agency's services and mission.	The External Affairs team continues to provide updates on engagement and analytics on all outreach channels available. These trends and data points are presented at the Community and Legislative Affairs Committee monthly, The External Affairs team continues to research trends and prepares plans for development and implementation when fitting. During staff meetings, the team provides updates on exceptional performing posts and trends and plans for continued implementation.
Develop press releases as needed for Agency accomplishments	Agency Management	External & Government Affairs	Work with Units to recognize Agency and employee efforts and achievements through multiple media channels; Highlight Agency achievements to educate on the Agency's services and mission.	The External Affairs team continues to develop press releases as needed. For Q4, the team distributed six press releases.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Develop a minimum of five “Day in the Life” videos and promote on social platforms	Agency Management	External & Government Affairs	Work with Units to recognize Agency and employee efforts and achievements through multiple media channels; Highlight Agency achievements to educate on the Agency’s services and mission.	The External Affairs team has been coordinating with Human Resources and Maintenance for the development of a "Day in the Life" video. Currently, the External Affairs team is finalizing a campaign plan for recruitments, working with Human Resources, and has developed a phased in approach and new structure for "Day in the Life" videos. In addition to videos, the External Affairs team continues to highlight Agency employees and roles through movement and static posts on social media platforms.
Develop digital video for Agency Annual Report	Agency Management	External & Government Affairs	Work with Units to recognize Agency and employee efforts and achievements through multiple media channels; Highlight Agency achievements to educate on the Agency’s services and mission.	The draft Agency overview video has been developed and is currently in the review phase for completion in Q1 of FY 24/25.
Develop highlight reel for yearly achievements	Agency Management	External & Government Affairs	Work with Units to recognize Agency and employee efforts and achievements through multiple media channels; Highlight Agency achievements to educate on the Agency’s services and mission.	The External Affairs team is currently reviewing the Agency overview video. In addition, content is being organized for end of year highlight reel distribution.
Establish a plan for the DEW program funded in part by a grant from the CA Department of Parks and Recreation, including enhancing curriculum to include lab tours and high school focused Science, Technology, Engineering, Arts, and Math (STEAM) standards	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	The External Affairs team implemented an extended outreach package to all student Earth Day participants. The team is building a lab tour component and is working closely within STEAM standards to implement and enhance high school-based curriculum for the field trip program. The team is meeting weekly to discuss program planning and implementation.
Develop plan to acquire education trailer including interior design plan for program facilitation	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	The Board approved the purchase of the new trailer in April 2024. Final designs are being reviewed and the trailer is expected to be on site in late Fall 2024.
Acquire golf cart for program facilitation efficiency	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	Golf carts are being used for program facilitation. The golf carts have been added to Facilities' maintenance schedule and to the car wash schedule as well.
Develop new outreach method for poster contest	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	External Affairs team members highlighted poster contest winners at Earth Day 2024 via banners displayed. Team members visited winner's schools for a presentation. All winning posters have been sent to MWD to be entered into their regional contest. Outreach is being developed to promote the 2025 contest currently.
Enhance Earth Day event by adding additional activities, tours, etc.	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	CBS News was on site for a guided tour of the Chino Creek Park. The Touch-A-Truck experience proved to be successful with overwhelmingly positive feedback. Enhanced activities, slime booth, new vendors, and great volunteers took Earth Day 2024 to a new level making it the most successful Earth Day event to date based on feedback and participation. The External Affairs team also received requests from other organizations to partner on the event for 2025.
Start planning phase for community-based learning academy.	Agency Management	External & Government Affairs	Facilitate education programs to promote Agency goals and services and core foundations (i.e., environmental stewardship, sustainability, etc.)	Discussion ensured for the community-based learning academy. While it is still on the plan of programs to be implemented, the team implemented the Inspection Tour series in lieu for the time being.
Establish regular communication channels with customer and partner agencies on potential funding opportunities	Agency Management	External & Government Affairs	Enhance relationships with customer and partner agencies to identify potential funding opportunities to advance regional projects and support customer agency pursuit of funding opportunities that align with IEUA priorities	The Grants team shared grant information with customer agencies on a couple of occasions during Q4. Additionally, the Grants team collaborated with customer agencies to provide letters of support on funding opportunities they were pursuing.
Meet regularly with customer and partner agencies to identify projects that may be a good fit for joint funding applications such as the Chino Basin Program “take” facilities through the USBR Large Scale Water Recycling program	Agency Management	External & Government Affairs	Enhance relationships with customer and partner agencies to identify potential funding opportunities to advance regional projects and support customer agency pursuit of funding opportunities that align with IEUA priorities	The Grants team continues to collaborate through the Chino Basin Program team to offer support and insight into funding opportunities that would benefit the CBP partners. Additionally, during this period, the USBR Large Scale Water Recycling Funding Program application was submitted.
Identification of risks Implementation of a training plan to reduce risk and prevent incidents and injuries Completion of the updated Hazard Mitigation Plan	Agency Management	Human Resources	Promote a culture of safety by ensuring regulatory compliance and continuous improvement. Assess the Agency’s Occupational and Environmental Health and Safety Programs to ensure regulatory compliance requirements and continuous improvement.	The 5-year re-certification of the Spill Prevention Control and Countermeasures (SPCC) Plan has been successfully completed for seven facilities. In response to employee feedback, additional safety training modules for rigging and signal persons have been implemented. To improve training effectiveness, LOTO and fall protection training have transitioned from video to in-person formats. A comprehensive agency-wide fall protection evaluation is underway in collaboration with Engineering. All facility Business Materials Plans have been updated to align with CUPA requirements. A new safety analyst has been hired to the safety team. Proactive measures include scheduling active shooter training for all staff and executing a successful National Safety Month campaign featuring weekly newsletters and trivia. The Workplace Violence Prevention Plan has been rolled out agency-wide.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Establishment of the Agency's talent acquisition objectives. Establishment of career outreach strategy that aligns with the Agency's talent acquisition objectives Implementation of the career outreach strategy	Agency Management	Human Resources	Engage in workforce planning by developing and implementing a plan to lengthen the Agency's talent pipeline. Develop and implement a comprehensive talen acquisition plan.	HR has drafted a talent acquisition plan and is working to finalize the plan, which includes technology utilization and career outreach strategies. Once the plan is finalized, we will begin to implement any necessary changes as outlined by the plan.
Development of an approved list of competencies needed by staff to meet Agency objectives. Establishment of a plan to develop staff competencies. Implementation of a plan to develop staff competencies.	Agency Management	Human Resources	Establish and implement a plan to develop staff competencies.	HR has hired a consultant to provide recommendations on performance factors of competencies for review and buy in. The consultant has provided drafted performance factors and recommendations for what that looks like, which is currently under review from the HR team. Once finalized, they will be provided to leadership for review and buy-in so that we can build training curricula around these performance factors.
Utilize internal databases and sign in sheets to track attendance.	Agency Management	Information Technology	Facilitate training for Agency staff to promote records management best practices and records compliance.	Records staff continued training new employees in records management best practices, Laserfiche, and records compliance. Q4
Record the number of external and internal records requests.	Agency Management	Information Technology	Provide high quality customer service to internal and external stakeholders by providing responses to internal requests and Public Records Requests and litigation matters in a timely manner.	Records Management provided high quality service in relation to Public Records Request and litigation documentation needs. A total of 34 PRRs and litigation requests were processed in Q4
Completion of approved audit projects	Agency Management	Internal Audit	Perform internal audits where the focus includes areas related to safe work environment and compliance with Agency policies.	Completed audits as approved by the Audit Committee and the Board on the Annual Audit Plan. Operational audits evaluate safety and compliance areas that require attention and as included in the scope of the audit. IA makes recommendations according to audit observations and when appropriate. During this quarter, staff participated in Agency sponsored safety meetings and training and required safety tailgate topics. Additionally, during this quarter, IA completed audits related to the PCard related to Fuel and participated in the Laboratory compliance internal review, in both audits IA provided observations and recommendations related to safety items.
Completion of all required Agency Safety Tailgate Topics policies.	Agency Management	Internal Audit	Ensure Internal Audit staff follows Agency policies and procedures related to safety and compliance.	IA completes all required Safety trainings as required by Safety and HR. IA also completes over 40 hours of required audit specific training as documented in the Charter.
Completion of approved audit projects.	Agency Management	Internal Audit	Perform internal audits of operations where the focus includes analyzing financial transactions, evaluating cost containment opportunities, effectiveness and efficiency of operations and resources to assist the Agency in achieving its objectives related to organizational effectiveness.	Goal is complete and On-going. IA is on trac with all projects proposed in the Board approved Annual Audit Plan.
Annually with the completion of the Annual Audit Plan.	Agency Management	Internal Audit	Evaluate staffing within Internal Audit and determine expertise needed to ensure an effective audit team.	Staffing is evaluated each year through the staffing review process as well as through the submission of the Annual Audit Plan to the Board.
A minimum of twenty hours of continuous professional education related to audit practices is necessary.	Agency Management	Internal Audit	Promote employee engagement, achievement, and retention by providing training and leadership opportunities through continuous education, certificate programs and leading audit projects.	IA staff are encouraged to participate in various Agency-wide activities such as volunteer for Earth Day, the various morale events and attend Board meetings and other meetings, including attending the Open House and others. IA are also encouraged to be engaged participating in the various internal audit meetings, professional associations and conferences. It is encouraged for staff to take a leadership role within the Agency, through professional associations and other.
A minimum of twenty hours of continuous professional education related to audit practices is necessary.	Agency Management	Internal Audit	Maintain professional, skilled, knowledgeable, and experienced audit staff and promote continuous professional development, professional certifications, and higher education to stay abreast of developing trends.	Per the IIA requirements, the IA Charter and SOPs staff is required to take a minimum of 20 hours of continuing education. IA staff meet and exceed that requirement by participating in Agency sponsored training provided by HR, LCW and professional associations such as IIA, ISACA, ACFE, CSMFO and GFOA as well as other offered through the CPA firms and others. This quarter all staff have taken training related to fraud, ethics, AI, GASB updates, auditing tools, agile auditing and much more.
Feedback is provided each quarter	Agency Management	Internal Audit	Maintain professional, collaborative working relationships with internal and external staff at all times and ensure open, transparent, and timely communication.	IA staff are professional and presentable at all times in the office, online and during any meeting requested. This expectation is noted in the Charter, in our IIA standards and from training and information provided by the manager. Feedback from audited departments has been positive and aligned with expectations. Staff can be trusted to be confidential and professional with people and with information shared.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Completion of Board approved audits.	Agency Management	Internal Audit	Perform independent, objective internal audit of Agency operations where the focus is to evaluate business operations, transactions and processes and identify opportunities to improve operational efficiencies and effectiveness, use of resources and processes to assist the Agency in achieving its objectives.	Internal Audits are approved by the Board through the Annual Audit Plan. All audits focus on the Agency's business goals and objectives to evaluate Agency operations and processes with the goal of identifying opportunities to make processes more efficient. During this last quarter, IA completed the review of the PCard purchases related to training, food and conferences and identified several observations and made recommendations to improve compliance, and efficiencies in the processes to ensure the Agency achieves it's business goals.
Quarterly feedback from the Audit Committee and annual feedback from the Board of Directors.	Agency Management	Internal Audit	Complete audit projects that focus on improving operations. Involve the audited business units in setting the audit objectives and final recommendations to help them improve their processes.	Internal Audit has completed all projects approved by the Board through the Annual Audit Plan. All operational audits planed, focus on improving operations, processes and procedures of the Agency to ensure organization goals are met. The audited units have involvement in setting the audit objectives through initial meetings and discussions about the audits. IA staff works to ask various questions about what the auditees would like to see incorporated in the audit and what areas they believe will benefit their units the most. IA works collaboratively with all units. during this quarter, IA worked closely with staff to address observations from the PCard audits. several recommendations in the IT area and several in the Fuel card area. All recommendations are being addressed.
Provide training at least once per year.	Agency Management	Internal Audit	Provide various specific audit training and awareness to internal and external groups as well as through professional associations and to the local colleges.	Provide various training and awareness of internal auditing to external groups through professional associations and with sharing information at local colleges. this quarter, IA participated in various IIA meetings and provided Fraud Awareness training to Agency staff from IT and Finance.
The number of succession planning training opportunities should be one every month for a total of twelve per year.	Technical Resources	Asset Management	Implement a succession and staff training plan by assessing the Engineering workforce through increased communication with staff and providing increased opportunities for training and short term promotional acting rolls.	Continue to develop Condition Assessment Master Plan. Final Draft expected in 2nd quarter of FY2025. Presented Strategic planning for Asset Management Plan during the June Quarterly Update with Senior Leadership; a follow-up workshop will be held in August with Agency Management and Senior Leadership. AM Staff participated in annual Western States Corrosion Seminar (A. Rocha) and Category 1 Vibration Training for certification (B. Vieyra).
Physical cycle counts of inventory Goal ≥ 95%	Technical Resources	Asset Management	Accuracy of inventory at RP1 Warehouse not to exceed 5% error rate (or 95% accuracy) annually.	N/A - Annual Reporting; this requirement is tracked monthly for the off-year annuals, and official annual report will be due June 2025.
Research safety and Reliability initiatives that align with Agency goals	Technical Resources	Asset Management	Increase Safety and Reliability of Agency's critical assets through research and application of modern technology.	Continued vibration and lubrication programs and actively communicating with Maintenance when corrective action is needed. Performing root cause analysis on RP-1 Silo Conveyor Gear Box, RP-1 DAFT Pump Failure. Technical Services executed a PO to trial a chemical to improve the filter backwashing in the tertiary treatment section of RP-1, looking to perform the actual test in September 2024. Continued active engagement with ISLE's Western Wastewater Technology Advancement Group quarterly workshop (October and March annually) and utilized their website to evaluate new technologies.
Manage the information in the plan through meetings with customers.	Technical Resources	Asset Management	Keep Asset Management Plan (AMP) up to date.	Presented to the Board the adoption of the TYCIP for FY2025-2034. Updated TYCIP and TYSCF and published to Agency website. Incorporating comments from stakeholders. Anticipating publishing the AMP for FY2025-2034 in September.
Goal ≥ 80% Amount spent vs. FY budget and amount forecasted vs. actuals expenditures.	Technical Resources	Engineering	The amount spent against the FY Budget should be ≥80% (Actual vs Budget) and FY actual expenditures should be equal to or greater than 80% of forecasted expenditures	As of June 2024, staff are projected to spend 59% of our fiscal year budget. As of June 2024, staff has spend 73% of monthly expenditures vs. monthly forecasted expenditures.
The number of succession planning training opportunities should be once every month for a total of twelve for each year.	Technical Resources	Engineering	Implement a succession and staff training plan by assessing the Engineering workforce through increased communication with staff and providing increased opportunities for training and short term promotional acting roles.	During the 4th quarter of FY 23/24, staff members attended 2 lunch and learn sessions, and attended Denmark Fact Finding
Provide outreach to contractors and consultants on a monthly basis.	Technical Resources	Engineering	Increase the number of bids and proposals received as well as expand the pool of quality contractors and consultants to choose from.	During the 4th quarter of FY 23/24 staff members Invited CVWD to a preconstruction meeting for the 1630 E RW PS VFD Install Project EN23124. The preconstruction meeting was coordinated with Jacob Johnson during mobilization. Additionally, staff members attended two events presenting on the TYCIP Construction Network and BDA IE networking with Contractors and Consultants.
Prepare updated CHP	Technical Resources	Laboratory	Update Laboratory Chemical Hygiene Plan (CHP)	In progress, collaborating with safety
Acceptable Assessment through ELAP approved vendor Annual Internal Audits	Technical Resources	Laboratory	Stay in compliance with ELAP's new standard with the TNI Institute standard minus 2	Completed assessment and received a report of completion from the assessor

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Turnaround Time (TAT) and zero missed holding time (HT)	Technical Resources	Laboratory	Collaborate with operations, compliance, and source control in support of compliance reporting, process optimization monitoring, and investigation studies.	On track as this is ongoing
Meet Turnaround times – within a day for routine process samples; deliver data within the agreed time frame	Technical Resources	Laboratory	Meet sample turnaround time in support of the agency's compliance with GWR, NPDES, and industry permits.	On track as this is ongoing
Renew California accreditation	Technical Resources	Laboratory	Ensure compliance with California's regulations for laboratory accreditation.	On track; applied for renewal and in process of amendment
Number of recordables versus industry incident rate	Technical Resources	Operations & Maintenance	Strive to maintain lower recordable incidents than industry incident rate averages.	The OU celebrated two years with no recordable incidents in June. - SL FWSP had no recordable incidents for Q4. - LD
Onboard at least two trade participants per year. Include in quarterly updates to the Board.	Technical Resources	Operations & Maintenance	Continue with Trades Internship Program (TIP) and continue to hire prior to retirement Full Time Equivalents (FTE) to maintain a smooth transition.	The OU onboarded (3) Interns to participate in the TIP -SL The FWSPU is in the recruitment process for (5) interns - LD
Develop and execute a twelve-month training plan. Report actual trainings versus targeted quarterly amounts.	Technical Resources	Operations & Maintenance	Utilizing the Operations & Maintenance Training Coordinator to help identify and support ongoing professional development. Provide opportunities for staff to attend industry conferences and seminars.	The OMD Training Officer facilitated 12 training sessions during Q4. - SL
Utilize Electronic Logbooks for all sites and Chemical Dashboards for Polymer and Sodium Hypochlorite.	Technical Resources	Operations & Maintenance	Implement two operational efficiencies to reduce time spent on data extraction and increase data visibility.	1. Dewatering Optimization- Executed a contract with Aquasight to provide advanced analytics to RP-1 centrifuges utilizing AI programming. -SL 2. WN Management- CCWRF is now implementing an equipment tagging system to visually identify O/S equipment in the field. -SL
Meet 100% compliance goals	Technical Resources	Operations & Maintenance	Continue to support the Chino Basin Program – Groundwater Recharge to meet National Pollution Discharge Elimination System (NPDES) Recycled Water Title 22 permit requirements for reservoir management.	1. On June 19, 2024, Regional Water Recycling Facility No.1 (RP-1) experienced an event discharging approximately 123,818 gallons of chlorinated tertiary effluent to the Cucamonga Creek (DP 002) for approximately ten minutes and forty-eight seconds. The excursion resulted in an exceedance of our National Pollutant Discharge Elimination System permit (R8-2022-0041) on one parameter: 1.) Instantaneous Maximum Chlorine Residual >0.1 mg/L- no individual excursion over five minutes. -SL
Preparation of monthly basin recharge volume report.	Technical Resources	Operations & Maintenance	Groundwater Recharge - ensure optimization of transmission and capture systems.	Basin maintained as available during DYY program. Pipelines were maintained per the set KPI schedule
>90% Key Performance Indicator Attainment on forty-eight units process parameters centered around safety, compliance, and efficiency	Technical Resources	Operations & Maintenance	Operations to monitor and optimize treatment plant performance to meet regulatory requirements.	85.2% KPI attainment for Q4- SL (RP-5 primary sludge line recovery)
Participate in tours of other related districts and agencies to collaborate and share knowledge.	Technical Resources	Operations & Maintenance	Increase industry knowledge by participating in on quarterly technical advisor group meetings with Isle Utility.	Staff reviewed the technology list and submitted selection to Isle, Staff also participated in the quarterly user meeting. -SL
Ensure Cost-of-Service studies are completed before the current adopted rates expire.	Technical Resources	Planning and Resources	Work in collaboration with the Finance Dept. to ensure the rate structure for Regional Sewer System and Non-Reclaimable Wastewater System Programs recover full cost-of-service.	NRWS rate study is ongoing and now scheduled to be completed by end of December 2025 due to additional evaluations by consultants on capital projects regarding NRWS
Provide technical analysis and facilitation services to update the Cost-of-Service Study for the MEU rate	Technical Resources	Planning and Resources	Work in collaboration with the Finance Dept. to ensure the rate structure for Regional Sewer System and Non-Reclaimable Wastewater System Programs recover full cost-of-service.	Planning continues to support Finance on the rate study holding regional meetings with agencies to gather input.
Partner with CASA to complete a declining flow study.	Technical Resources	Planning and Resources	Evaluate the impacts of declining flows on wastewater systems.	Project is currently on hold pending discussions with CASA.
Complete State Water Project (SWP) reliability analysis in time to support integrated regional planning. Develop an RFP for additional regional reliability analysis to consider SWP water quality impacts, local supplies, and climate change	Technical Resources	Planning and Resources	Develop analysis and modeling of the reliability of the imported water supplies (State Water Project) under a range of scenarios incorporating climate change, demands, potential new facilities, and potential regulatory changes.	Working with consultant to develop scenarios for the imported water reliability analysis. Work currently on hold as we await new information from MWD.
Provide consultant resources through Water Use Efficiency (WUE) programs to assist with WUO preparation efforts.	Technical Resources	Planning and Resources	Begin collaboration with customer agencies to develop the 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). Assist the member agencies with the development and submittal of their Water Use Objectives (WUO) to State Agencies.	Working with regional agencies to develop plan for a regional project. Schedule set and work started on cost sharing agreement and scope.

Department / Unit Objective	Division	Department / Unit	Department / Unit Goal	Status Update Q4
Data tool online for internal use by June 2025	Technical Resources	Planning and Resources	PAR will develop and build upon tracking tools and metrics to monitor water resources.	Working with CAPS to finalize the RFP
Transition to Regional Land Use Demand Growth Forecast Model anticipated to be used in FY 2024/25 for the development of the Agency's 2025 UWMP.	Technical Resources	Planning and Resources	Collaborate with customer agencies to develop representative regional growth forecast.	Transition to regional land use growth forecast model is on schedule to be used in FY24/25 pending completion of flow and loading study
Complete and submit CCAP to RWQCB to address the requirements set by the National Pollutant Discharge Elimination System (NPDES) permit. The CCAP will identify impacts to IEUA Water Recycling Facilities; propose projects to reduce greenhouse gas emissions, and estimate financing needed to pay for proposed actions.	Technical Resources	Planning and Resources	Develop a Climate Change Action Plan (CCAP) as required by the National Pollutant Discharge Elimination System (NPDES).	The final CCAP has been completed.
Through the Core+Flex Program, provide resources to customer agencies to implement these actions.	Technical Resources	Planning and Resources	WUE and IEUA will collaborate on outreach to encourage water-saving behaviors and increase customer participation in regional WUE programs and rebates. WUE will implement water education programming for students K-12.	Staff executed the Water Use Efficiency Business Plan which was delivered to the board in July 2024. Also executed the FY 24/25 Core/Flex forms.

Inland Empire Utilities Agency
Inter-Departmental / Division Transfers FY 2023/24
Budget Transfer

			TRANSFER FROM				TRANSFER TO					
Fund	**Fund Name**	**Date**	**Cost Center**	**GL Account**	**Expense Category**	**Amt Transfer Out**	**Cost Center**	**GL Account**	**Expense Category**	**Amount Transfer In**	**Description**	**QTR**
10200	Administrative Services	4/24/2024	114100	521080	Professional Fees & Services	$11,101	114100	512950	Materials & Supplies	$11,101	Transfer of funds to cover the cost of two different orders in late 2023. Accidently charged to Materials and Supplies that did not have budget.	4
		5/14/2024	118100	512520	Office & Administration	$54,000	118100	545311	Utilities	$54,000	Transfer of funds to cover the increased costs associated with cell phone service due to recent and necessary changes in equipment and staffing	4
		5/16/2024	118100	512520	Office & Administration	$66,800	118100	545310	Utilities	$66,800	Transfer of funds to cover several unforeseen and planned expenditures within communications and technology infrastructure.	4
		5/16/2024	146151	512520	Office & Administration	$12,000	146100	512610	Materials & Supplies	$12,000	Transfer of funds to cover costs associated with necessary upgrades to the Boardroom's camera system.	4
		5/23/2024	116100	521010	Professional Fees & Services	$25,000	116100	512110	Materials & Supplies	$25,000	Transfer of funds to cover costs incurred in materials & supplies that were not budgeted for.	4
		5/29/2024	171100	502120	Wages	$12,000	171100	513010	Office & Administration	$4,000	Transfer of funds to cover investment advisory services and training expense not budgeted for this fiscal year.	4
								521080	Professional Fees & Services	$8,000		
		5/29/2024	118100	521410	Professional Fees & Services	$13,000	118100	512610	Materials & Supplies	$13,000	Transfer of funds to cover costs associated with necessary upgrades to the Boardroom's camera system.	4
		6/3/2024	171100	502120	Wages	$10,000	114100	513020	Office & Administration	$10,000	Transfer funds to cover meeting and training expense.	4
		6/4/2024	127100	502120	Wages	$70,000	131140	512160	Materials & Supplies	$70,000	Transfer of funds to cover costs for needed lab chemicals used in testing.	4
		6/20/2024	137100	520920	Professional Fees & Services	$25,000	131140	512160	Materials & Supplies	$25,000	Transfer of funds to cover additional lab supply expenses.	4
		6/20/2024	116100	521050	Professional Fees & Services	$30,000	116100	512110	Materials & Supplies	$30,000	Transfer of funds to cover additonal costs for general supplies.	4
		6/25/2024	116100	521010	Professional Fees & Services	$5,000	116100	512910	Materials & Supplies	$5,000	Transfer of funds to cover additonal costs for materials and supplies	4
10300	Recharge Water	5/14/2024	161101	512420	Materials & Supplies	$36,000	161101	521080	Professional Fees & Services	$36,000	Transfer of funds to establish a new GWR Master Services Contract.	4
10600	Recycled Water	6/6/2024	124100	520980	Professional Fees & Services	$60,000	112100	520290	Professional Fees & Services	$105,000	Transfer to cover costs attributed to a legal settlement	4
			130100	521080		$45,000						
10800	Regional Wastewater O&M	5/29/2024	146100	520980	Professional Fees & Services	$10,500	118100	520980	Professional Fees & Services	$10,500	Transfer of funds to cover costs associated with the upgrade to GraniteNet, our pipeline inspection software used by the Collections team.	4
				521080		$11,000		521410		$11,000		
		6/20/204	152156	545220	Utilities	$200,000	151151	530016	Chemicals	$295,000	Transfer of funds to cover processing of invoices for the remainder of the Fiscal Year	4
			154100			$95,000						
		6/25/2024	144155	521050	Professional Fees & Services	$100,000	144155	512170	Materials & Supplies	$100,000	Transfer of funds to allow receiving for warehouse items, pending Pcard purchases and pending invoices.	4
					Total O&M Transfers Out	**$891,401**			**Total O&M Transfers In**	**$891,401**		

Exhibit C-2

Inland Empire Utilities Agency
FY 2023/24 General Manager Contingency Account* Activity
Budget Transfer

Date	From Expense Account	Amount Transfer Out	Receiver Fund Name	Receiver Fund Center Name	Receiver Project / Expense Account	Receiver Project / Expense Account Name	Amount Transfer In	Balance	Justification
Beginning Balance, July 1, 2023								**$250,000**	
No Activity									
Balance, September 30, 2023								**$250,000**	
10/12/2023	GM Contingency	$20,000	Administrative Services	Board of Directors HQ	520980	Professional Services	$20,000		The budget transfer is for the use of contract staff through Project Partners for assistance with Board Services projects, including the Granicus Peak Agenda implementation.
11/7/2023	GM Contingency	$40,000	Administrative Services	Facilities Management HQ	521120	Outside Services - Security	$40,000		The budget transfer is for additional security services for HQ-A Lobby.
Balance, December 31, 2023							**$60,000**	**$190,000**	
2/21/2024	GM Contingency	$80,000	Administrative Services	External and Government Affairs	521080	Other Contract Svc	$80,000		The budget transfer is to cover the costs of the Strategic Plan.
Balance, March 31, 2024							**$140,000**	**$110,000**	
6/6/2024	GM Contingency	$10,000	Recycled Water	Laboratory	521220	Lab Svcs- Outside	$10,000		The budget transfer is needed to complete the annual Ground Water Recharge permit testing for bioanalytical tools, CECs, explosives, and other organic parameters.
6/20/2024	Budget Amendment	$100,000	Regional Wastewater O&M	Asset Management	520920	Professional Services	$100,000		Board Approved Amendment 6/19/2024- Use to support chemical and other operating costs.
Balance, June 30, 2024							**$250,000**	**$0**	

GM Contingency Transfers Summary by Fund	
Administrative Services program	140,000
Recharge Water program	-
Non-Reclaimable Wastewater program	-
Recycled Water program	10,000
Regional Wastewater O&M program	100,000
Regional Wastewater Capital program	-
Water Resources program	-
Total GM Contingency Transfers	**250,000**

*** The General Manager Contingency** account is an account budgeted with contingency funds for which the General Manager, or his designee, can transfer budget to any other Agency fund in order to meet unplanned expense for any account or project in the Operations & Maintenance category. Replensihment of this fund is considered a budget amendment and requires approval by a majority of the Board of Directors. Use of these funds is submitted for Board review quarterly as part of the Budget Variance report.

Exhibit D

Inland Empire Utilities Agency
Changes in Total Project Budget: Inter-Departmental/Division Capital & O&M Transfers FY 2023/24

Fund	Transfer Date	Project Number	Project Title	Adopted Total Project (TP) Budget	Prior TP Changes in Current FY	Amt. of Transfer (Out)/In	New TP Budget	Annual Project Budget	Annual Proj. Budget Change	New Annual Project Budget	Project Transferred To/(From)	Justification
Capital Projects												
10200	4/11/24	EN23034	Agencywide EV Charging Stations	**$1,100,000**	$0	($50,000)	$1,050,000	**$1,099,297**	($50,000)	$1,049,297	EN24001	The budget transfer is needed to cover the cost of the new education facility. The modular trailer quote came in higher than previously estimated due to inflation that has occurred since initial planning of this project.
		EA24001	RP-1 Liquid Treatment Capacity Recovery	**$300,000**	$0	$50,000	$350,000	**$300,000**	$50,000	$350,000	EN23034	
Subtotal General Administrative (GG):				**$1,400,000**			**$1,400,000**	**$1,399,297**		**$1,399,297**		
10600	5/23/24	EN16065	RW Connections to JCSD	**$42,980,905**	$0	$0	$42,980,905	**$500,000**	($500,000)	$0	EN16065	The budget transfer is needed to change Cost Centers, now that the project is moving from Planning over to Engineering
		EN16065	RW Connections to JCSD	**$0**	$0	$0	$0	**$0**	$500,000	$500,000	EN16065	
		WR23002	RW Interconnection to the City of Rialto	**$59,200,000**	$0	$0	$59,200,000	**$700,000**	($700,000)	$0	WR23002	The budget transfer is needed to change Cost Centers, now that the project is moving from Planning over to Engineering
		WR23002	RW Interconnection to the City of Rialto	**$0**	$0	$0	$0	**$0**	$700,000	$700,000	WR23002	
		WR23001	Replenishing Facilities	**$188,000,000**	$0	$0	$188,000,000	**$2,500,000**	($2,500,000)	$0	WR23001	The budget transfer is needed to change Cost Centers, now that the project is moving from Planning over to Engineering
		WR23001	Replenishing Facilities	**$0**	$0	$0	$0	**$0**	$2,500,000	$2,500,000	WR23001	
Subtotal Recycled Water (WC):				**$290,180,905**			**$290,180,905**	**$3,700,000**		**$3,700,000**		
10800	5/2/24	EN24025	REEP Return to Service Capital	**$5,800,000**	$0	($1,800,000)	$4,000,000	**$4,000,000**	($1,800,000)	$2,200,000	EN24064	The budget transfer is needed to maintain the existing sludge transfer system and keep operational until the expected RP-5 start up date of January 2026 and to support seeding of the RP-5 digestors.
		EN24064	RP-5 to RP-2 Sludge Line Repair	**$0**	$0	$1,800,000	$1,800,000	**$0**	$1,800,000	$1,800,000	EN24025	
	5/15/24	EN24025	REEP Return to Service Capital	**$4,000,000**	$0	$0	$4,000,000	**$2,200,000**	($250,000)	$1,950,000	FM23001	The budget transfer is needed to supplement the short fall of project in FM23001 remaining project capital budget.
		FM23001	Heavy Equipment Replacement	**$1,655,000**	$0	$0	$1,655,000	**$1,199,574**	$250,000	$1,449,574	EN24025	
	5/23/24	EN24025	REEP Return to Service Capital	**$4,000,000**	$0	($638,268)	$3,361,732	**$1,950,000**	($638,268)	$1,311,732	EN21056	The budget transfer is needed to supplement the budget because original construction costs were estimated at $860,000, lowest construction bid received for the project was $1,327,000.
		EN21056	RP-1 Evaporative Cooling for Aeration Blower Building	**$1,371,732**	$500,000	$638,268	$2,510,000	**$760,000**	$638,268	$1,398,268	EN24025	
		PL26001	Advanced Water Purification Facility	**$165,500,000**	$0	$0	$165,500,000	**$600,000**	($600,000)	$0	PL26001	The budget transfer is needed to change Cost Centers, now that the project is moving from Planning over to Engineering
		PL26001	Advanced Water Purification Facility	**$0**	$0	$0	$0	**$0**	$600,000	$600,000	PL26001	
	6/4/24	EP24001	Agency Wide Major Facilities Repair/Replacement	**$1,000,000**	$0	($139,606)	$860,394	**$1,000,000**	($139,606)	$860,394	EP23002	The budget transfer is needed to cover committed expenses for existing capital PO, outstanding PO was not carried forward from FY 22/23.
		EP23002	North Major Facilities Repair/Replacement	**$600,000**	$32,663	$139,606	$772,269	**$0**	$139,606	$139,606	EP24001	
Subtotal Regional Wastewater Operations & Maint. (RO):				**$183,926,732**			**$184,459,395**	**$11,709,574**		**$11,709,574**		

Inland Empire Utilities Agency
Changes in Total Project Budget: Inter-Departmental/Division Capital & O&M Transfers FY 2023/24

Exhibit D

Fund	Transfer Date	Project Number	Project Title	Adopted Total Project (TP) Budget	Prior TP Changes in Current FY	Amt. of Transfer (Out)/In	New TP Budget	Annual Project Budget	Annual Proj. Budget Change	New Annual Project Budget	Project Transferred To/(From)	Justification
10900	4/11/24	EN24046	RC PDR Projects FY23/24	**$500,000**	($295,000)	$0	$205,000	**$205,000**	($50,000)	$155,000	EN23005	The budget transfer is needed to complete the project due to the project scope modifications requested by Operations as well as staff time to manage the project and inspections.
		EN23005	CCWRF Filter Effluent Sodium Hypochlorite Modifications Project	**$112,975**	$75,000	$0	$187,975	**$55,000**	$50,000	$105,000	EN24046	
	4/15/24	EN24046	RC PDR Projects FY23/24	**$205,000**	$0	$0	$205,000	**$155,000**	($100,000)	$55,000	EN18006	The budget transfer is needed to cover additional costs. RP-1 Flare Improvements Project is further delayed due to programming. Concurrently Operations and Maintenance have requested modifications to the project site to provide easier access for maintenance of the iron sponge units and to provide Operations with a more automated condensate pumping system.
		EN18006	RP-1 Flare Improvement Project	**$9,200,000**	$450,000	$0	$9,650,000	**$116,000**	$100,000	$216,000	EN24046	
	5/14/24	EN24046	RC PDR Projects FY23/24	**$205,000**	$0	($50,000)	$155,000	**$55,000**	($50,000)	$5,000	EN23005	The budget transfer is needed to complete the project due to the project scope modifications requested by Operations as well as staff time to manage the project and inspections.
		EN23005	CCWRF Filter Effluent Sodium Hypochlorite Modifications Project	**$187,975**	$0	$50,000	$237,975	**$105,000**	$50,000	$155,000	EN24046	
	5/15/24	EN23015	Collection System Upgrades 22/23	**$5,491,647**	$0	($440,000)	$5,051,647	**$500,000**	($440,000)	$60,000	EN19025	The budget transfer is needed to cover the FY's remaining project capital budget.
		EN22006	RC Asset Management	**$66,900,000**	$0	($240,000)	$66,660,000	**$250,000**	($240,000)	$10,000	EN19025	
		EN19025	Regional Force Main Improvements	**$4,807,327**	$920,000	$680,000	$6,407,327	**$685,000**	$680,000	$1,365,000	EN23015 EN22006	
	6/13/24	EN24046	RC PDR Projects FY23/24	**$155,000**	$0	($55,000)	$100,000	**$5,000**	$0	$5,000	EN18006	The budget transfer is needed to cover additional costs. RP-1 Flare Improvements Project is further delayed due to programming. Concurrently Operations and Maintenance have requested modifications to the project site to provide easier access for maintenance of the iron sponge units and to provide Operations with a more automated condensate pumping system.
		EN18006	RP-1 Flare Improvement Project	**$9,650,000**	$0	$55,000	$9,705,000	**$216,000**	$0	$216,000	EN24046	
		EN24046	RC PDR Projects FY23/24	**$100,000**	$0	($100,000)	$0	**$5,000**	$0	$5,000	EN24052	The budget transfer is needed now because of the critical nature of this project and having to delay the commencement of the design by a month would result in not being able to complete the construction in time. The railroad will be loading the second track at the end of October 2024, and work must be done by that date or risk an SSO.
		EN24052	BonView Sewer Jacked Casing Union Pacific	**$0**	$100,000	$100,000	$200,000	**$100,000**	$0	$100,000	EN24046	
Subtotal Regional Capital (RC):				**$97,514,924**			**$98,764,924**	**$2,452,000**		**$2,452,000**		

Capital Total Project budget		Total Annual Capital budget	
Adopted	**Amended**	**Adopted**	**Amended**
$573,022,561	**$574,805,224**	**$19,260,872**	**$19,260,872**

Exhibit D

Inland Empire Utilities Agency
Changes in Total Project Budget: Inter-Departmental/Division Capital & O&M Transfers FY 2023/24

Fund	Transfer Date	Project Number	Project Title	Adopted Total Project (TP) Budget	Prior TP Changes in Current FY	Amt. of Transfer (Out)/In	New TP Budget	Annual Project Budget	Annual Proj. Budget Change	New Annual Project Budget	Project Transferred To/(From)	Justification
O&M Projects												
10200	5/9/24	N/A	N/A	**N/A**	N/A	N/A	$0	**N/A**	($45,000)	($45,000)	EN24060	Transfer $45,000 from Conference Expense 10200-100000-127100-513020 and $5,000 from Subscriptions and Publications 10200-100000-127100-514110 to EN24060.
		N/A	N/A	**N/A**	N/A	N/A	$0	**N/A**	($5,000)	($5,000)	EN24060	
		EN24060	HQ Geotechnical Assessment and R epairs	**N/A**	N/A	N/A	$0	**$0**	$50,000	$50,000	N/A	
		EN23079	GG Assessment Projects	**$50,000**	$0	($50,000)	$0	**$50,000**	($50,000)	$0	EN24060	The budget transfer is needed to cover additional project costs.
		EN24060	HQ Geotechnical Assessment and R epairs	**$50,000**	$0	$50,000	$100,000	**$50,000**	$50,000	$100,000	EN23079	
	5/28/24	AM24005	GG Assessment Managements	**$63,000**	$0	($25,000)	$38,000	**$63,000**	($25,000)	$38,000	FM24009	The budget transfer is a conversion of the CAP storage room, one copy room, and the vault (located in Accounting area) into office space.
		FM24009	Agency Wide Office Furniture & Appliance	**$120,000**	($60,000)	$25,000	$85,000	**$60,000**	$25,000	$85,000	AM24005	
Subtotal General Administrative (GG):				**$283,000**			**$223,000**	**$223,000**		**$223,000**		
10600	6/25/24	EN23017	RW System WC Emergency FY 22/23	**$225,000**	$0	($30,753)	$194,247	**$55,908**	($30,753)	$25,155	EN23090	The budget transfer is needed to costs for two critical assets in Ontario damaged in traffic accidents. Firstly an IEUA 6" recycled water hydrant was struck, rendering it inoperable. This requires replacing the hydrant and repairing the standpipe. Secondly, an IEUA air relief was sheared off. A 2-inch steel pipe riser that remained must be cut, capped, and welded. Our current budget doesn't cover these essential repairs.
		EN23090	WC On-Call / Small Projects FY2223	**$250,000**	$0	$30,753	$280,753	**$53,439**	$30,753	$84,192	EN23017	
		EN24017	WC Emergency O&M Projects FY 23/24	**$250,000**	$0	($50,000)	$200,000	**$250,000**	($50,000)	$200,000	EN23090	The budget transfer is needed to costs for two critical assets in Ontario damaged in traffic accidents. Firstly an IEUA 6" recycled water hydrant was struck, rendering it inoperable. This requires replacing the hydrant and repairing the standpipe. Secondly, an IEUA air relief was sheared off. A 2-inch steel pipe riser that remained must be cut, capped, and welded. Our current budget doesn't cover these essential repairs.
		EN23090	WC On-Call / Small Projects FY2223	**$280,753**	$0	$50,000	$330,753	**$84,192**	$50,000	$134,192	EN24017	
Subtotal Recycled Water (WC):				**$1,005,753**			**$1,005,753**	**$443,540**		**$443,540**		

Inland Empire Utilities Agency
Changes in Total Project Budget: Inter-Departmental/Division Capital & O&M Transfers FY 2023/24

Exhibit D

Fund	Transfer Date	Project Number	Project Title	Adopted Total Project (TP) Budget	Prior TP Changes in Current FY	Amt. of Transfer (Out)/In	New TP Budget	Annual Project Budget	Annual Proj. Budget Change	New Annual Project Budget	Project Transferred To/(From)	Justification
10700	6/27/24	WU23004	Large Landscape Retrofit Program	**$316,520**	$0	($1,994)	$314,526	**$117,773**	($1,994)	$115,779	WU24001	Consolidating funds into one project
		WU23012	Residential Small Site Controller Upgrade	**$620,160**	$0	($2,252)	$617,908	**$112,595**	($2,252)	$110,343	WU24001	
		WU23018	Landscape Irrigation Tune-Ups	**$638,152**	$0	($940)	$637,212	**$86,002**	($940)	$85,062	WU24001	
		WU23020	Residential Turf Replacement Rebates	**$535,225**	$0	($92,250)	$442,975	**$150,000**	($92,250)	$57,750	WU24001	
		WU24002	CBWCD LEAP	**$30,000**	$0	($20,000)	$10,000	**$30,000**	($20,000)	$10,000	WU24001	
		WU24003	Landscape Training Classes	**$10,000**	$0	($9,450)	$550	**$10,000**	($9,450)	$550	WU24001	
		WU24004	Large Landscape Retrofit	**$160,000**	$0	($10,358)	$149,642	**$160,000**	($10,358)	$149,642	WU24001	
		WU24005	Residential Device Rebates	**$50,000**	$15,000	($22,567)	$42,433	**$65,000**	($22,567)	$42,433	WU24001	
		WU24006	CII Device Rebates	**$5,000**	$79,000	($14,820)	$69,180	**$84,000**	($14,820)	$69,180	WU24001	
		WU24008	Sponsorships and Public Outreach	**$30,000**	$0	($9,588)	$20,412	**$30,000**	($9,588)	$20,412	WU24001	
		WU24009	WUE Pilot Program	**$40,000**	$0	$0	$40,000	**$40,000**	$0	$40,000	WU24001	
		WU24010	PRV Program	**$80,000**	$0	($80,000)	$0	**$0**	($80,000)	($80,000)	WU24001	
		WU24011	MA Administered Projects	**$285,378**	$72,000	$0	$357,378	**$357,378**	$0	$357,378	WU24001	
		WU24012	Small Site WBIC Upgrades	**$350,000**	$0	($1,408)	$348,592	**$350,000**	($1,408)	$348,592	WU24001	
		WU24013	CII Turf Replacement	**$5,000**	$192,000	($13,150)	$183,850	**$197,000**	($13,150)	$183,850	WU24001	
		WU24014	Residential Turf Replacement	**$5,000**	$217,000	($37,458)	$184,543	**$222,000**	($37,458)	$184,543	WU24001	
		WU24007	National Theater for Children	**$40,000**	$4,622	($2,412)	$42,210	**$44,622**	($2,412)	$42,210	WU24001	
		WU24001	WUE General Program Fund	**$5,000**	$0	$318,647	$323,647	**$5,000**	$318,647	$323,647	17 Projects	
Subtotal Water Resources (WW):				**$3,205,435**			**$3,785,057**	**$2,061,369**		**$2,061,369**		
10800	4/11/24	PL24002	PFAS Investigation	**$480,000**	$0	($150,000)	$330,000	**$250,000**	($150,000)	$100,000	PL24008	The budget transfer is needed to develop a Water Quality Regulatory Compliance adaptive roadmap for IEUA, to identify short-term and long-term water quality compliance issues due to existing permits and upcoming regulatory requirements, including PFAS.
		PL24008	Water Quality Compliance Strategy	**$0**	$0	$150,000	$150,000	**$0**	$150,000	$150,000	PL24002	
	6/25/24	EN20034	RO ON Call Small Projects 19/20	**$800,000**	$0	($65,000)	$735,000	**$92,726**	($65,000)	$27,726	EN23089	The budget transfer is needed for the impacts the extended construction duration has on inspection services. Also, considering the latest Opinion of Probable Construction Cost (OPCC) provided by the design consultant that shows increase in bypassing services.
		EN23019	RO Emergency O&M Projects FY 22/23	**$500,000**	$0	($195,000)	$305,000	**$213,277**	($195,000)	$18,277	EN23089	
		EN23089	RO Safety On-Call/Small Projects FY2223	**$1,080,000**	$0	$260,000	$1,340,000	**$1,005,826**	$260,000	$1,265,826	EN20034 EN23019	
Subtotal Regional Wastewater Operations & Maint. (RO):				**$2,860,000**			**$2,860,000**	**$1,561,829**		**$1,561,829**		
Subtotal Regional Wastewater Capital (RC):				**$0**			**$0**	**$0**		**$0**		

O&M Total Project budget		Total Annual O&M Project budget	
Adopted	Amended	Adopted	Amended
$7,354,188	**$7,873,810**	**$4,289,738**	**$4,289,738**

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Semi-Annual Grants Update

Alyson Piguee, Director of External & Government Affairs
Ashley Womack, Grants & Government Affairs Officer
September 2024

Grant & Loan Funding Overview

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

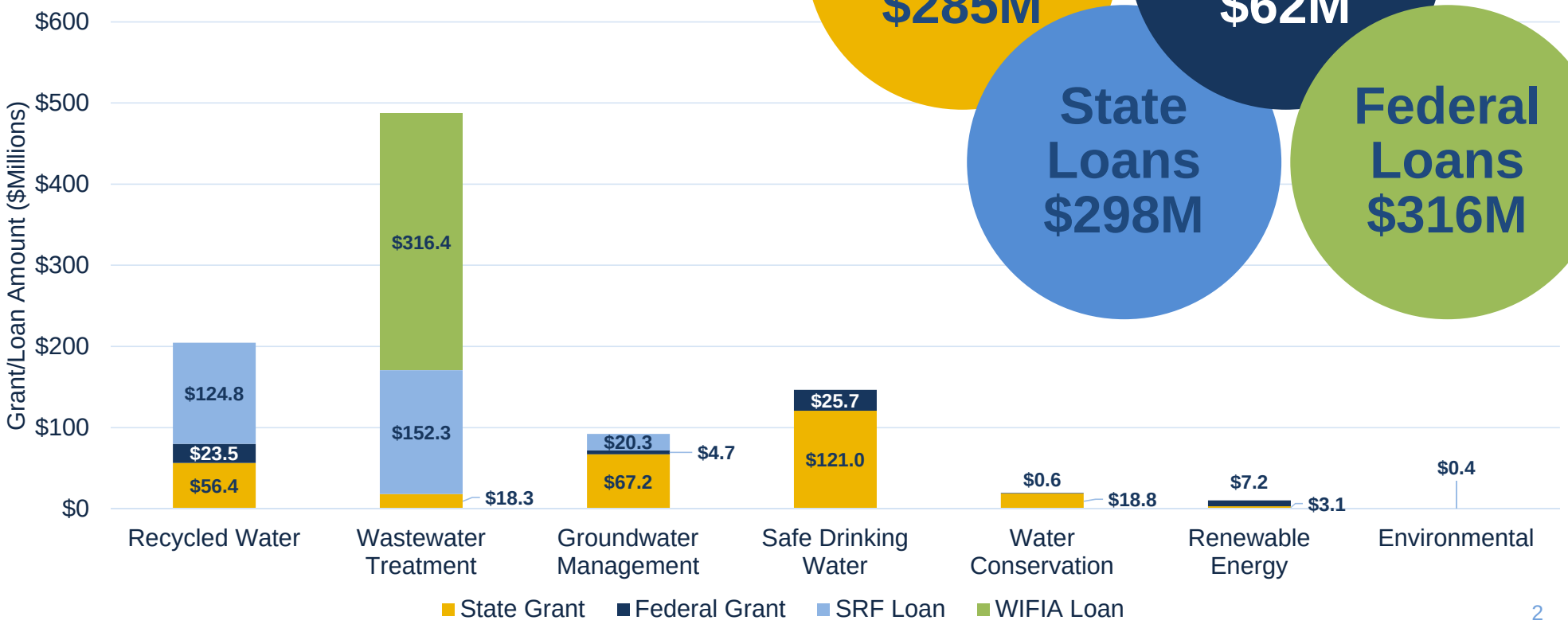
Executed Grants + Loans Since 2000 ~ $961M

State Grants $285M

Federal Grants $62M

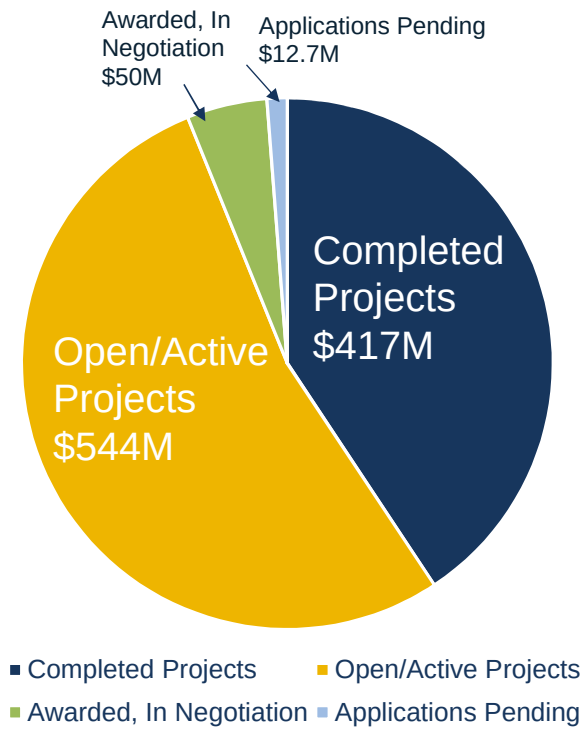
State Loans $298M

Federal Loans $316M



Grant & Loan Funding Overview

IEUA Grant/Loan Awards since 2000



Funding Agencies for IEUA's Current Agreements and Applications

Federal Funding Updates
Pending Applications

Funding Opportunity	Project	$ Requested	Status
FEMA Building Resilient Infrastructure & Communities (BRIC)	CBP- Rialto Intertie Project	$46.33 million	Conditionally Funded
USBR Large-Scale Water Recycling Program	CBP Advanced Water Purification Facility	$10.8 million	Submitted and Pending Approval
Federal Community Project Request	CBP Advanced Water Purification Demonstration Facility	$1.1 million	Approved through House Appropriations and Pending Federal Budget

FEMA

BUREAU OF RECLAMATION

Federal Funding Updates

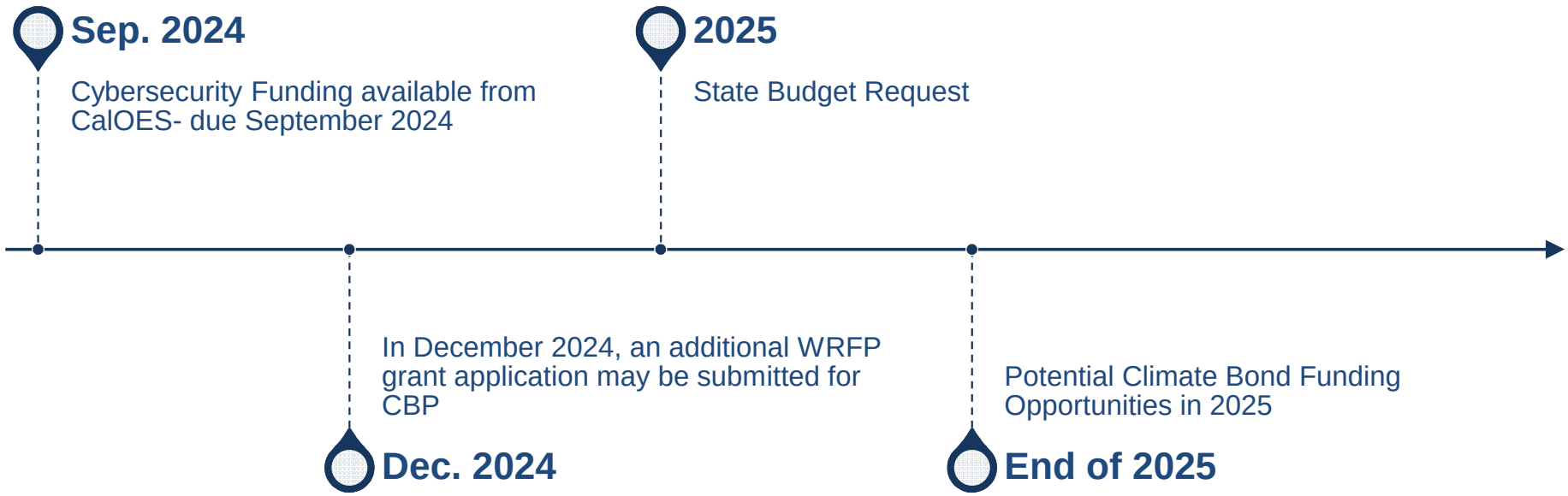
Future Applications Under Consideration

- USBR WaterSMART: Large-Scale Water Recycling Program
- USBR WaterSMART: Drought Resiliency
- USBR WaterSMART: Water and Energy Efficiency
- EPA WIFIA Loan
- FY 26 Federal Community Project Request
- IRA Investment Tax Credit

State Funding Updates
Pending Applications

- In August 2024, SWRCB approved CWSRF Intended Use Plan (IUP) Fundable List:
  - —RW Interconnection to the City of Rialto, Water Recycling Funding Program (WRFP) Grant ~$3M

State Funding Updates
Future Applications Under Consideration



Local Funding Updates
Conditionally Funded

MWD Future Supplies Action

Advanced Water Purification Demonstration Facility

~$400,000 pending award

MWD Future Supplies Action

Research PFAS Contamination in Well Construction

~$298,000 pending award

Questions?



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

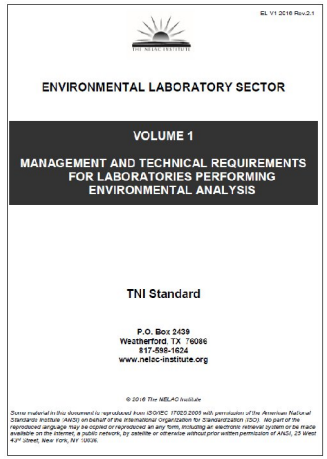
Laboratory Semi-Annual Update

Sushmitha Reddy, Manager of Laboratories
David Dawes, Laboratory Quality Officer
September 2024

New Standard for Laboratory Accreditation Now Effective

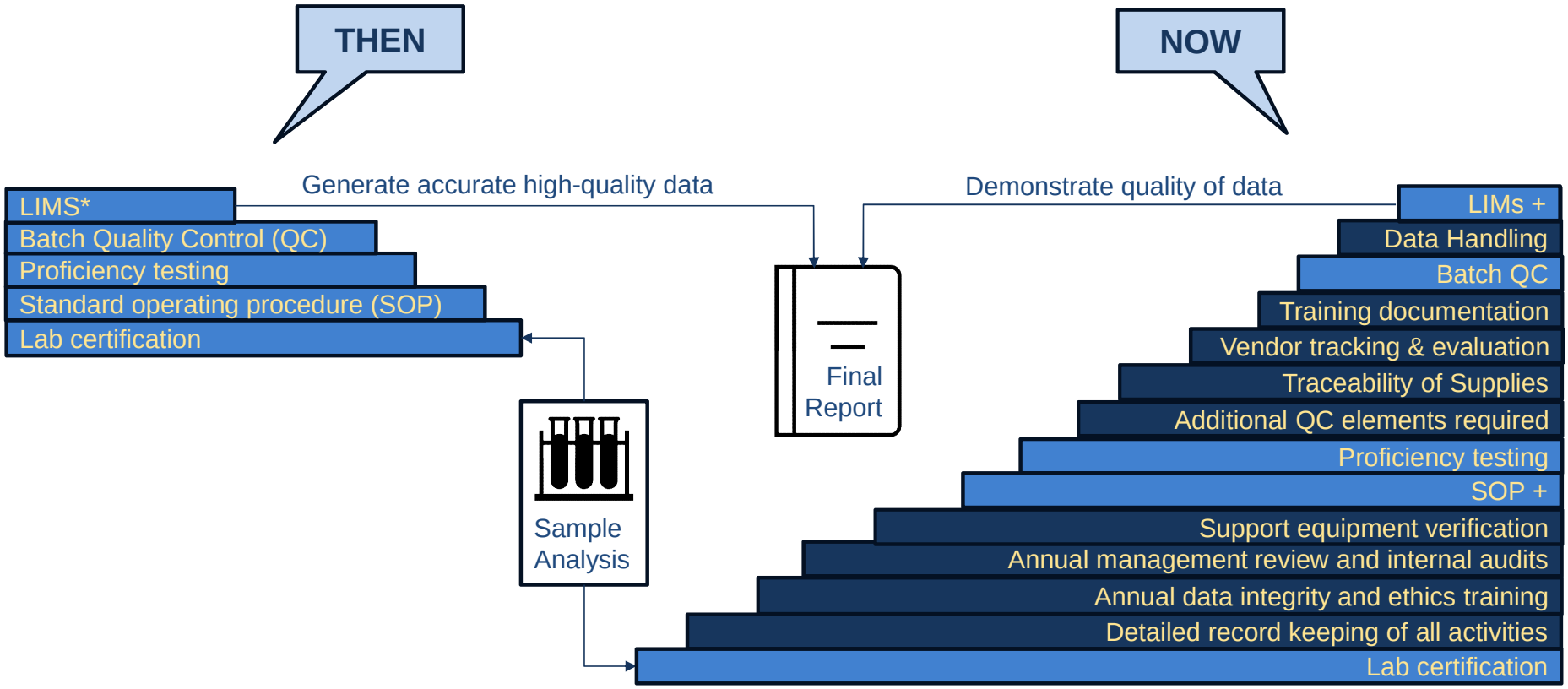
- Environmental Laboratory Accreditation Program (ELAP) accreditation standard is TNI Minus 2 (The NELAC (National Environmental Laboratory Accreditation Conference) Institute):
  - —State Board approved May 2020
  - —ELAP adopted January 2021
  - —Lab compliance effective January 1, 2024
- IEUA laboratory implemented several *new* elements
  - —Added specific management roles and qualifications
    - Technical Manager with a Bachelor of Science degree or California Water Environment Association (CWEA) or American Water Works Association (AWWA) Analyst Grade Certifications
    - Quality Manager
  - — Required overall laboratory quality management systems
    - Perform annual management reviews and internal audits

Environmental Laboratory Accreditation Program
STATE WATER RESOURCES CONTROL BOARD



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

New Standards Require Significantly More Steps

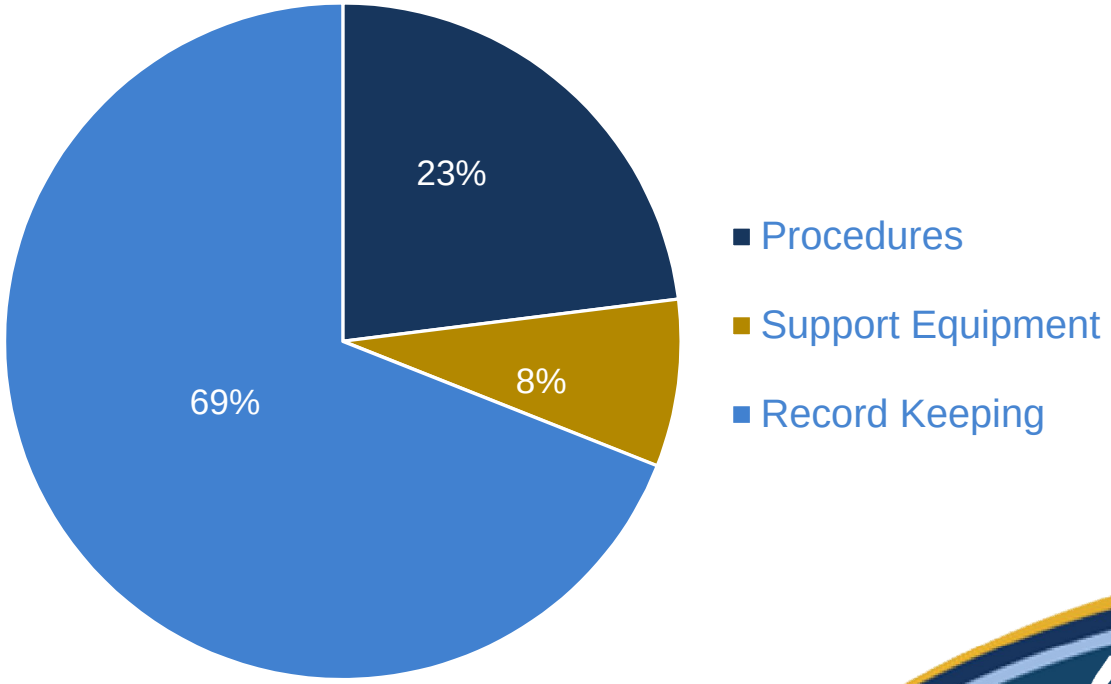


**LIMs: Laboratory Information Management Systems*

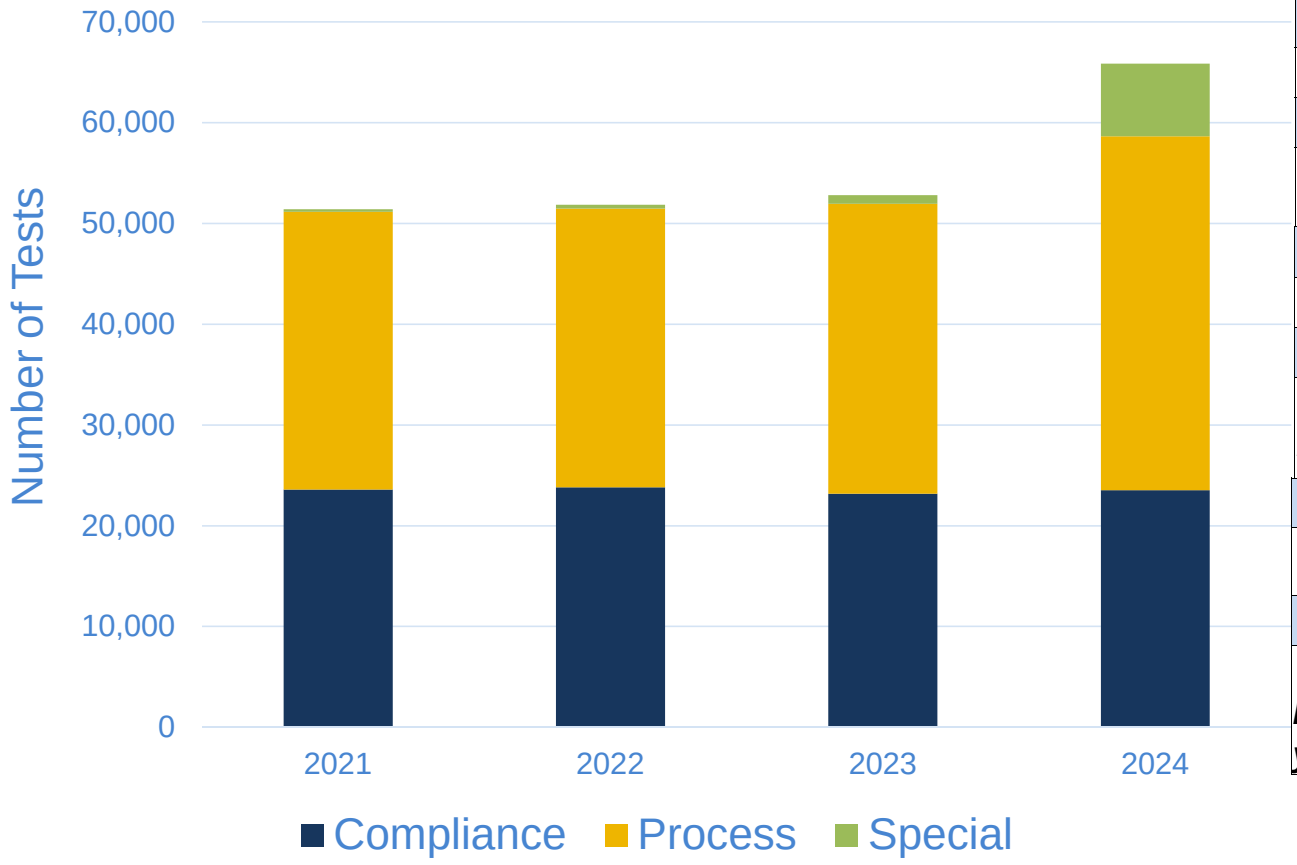
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Achieved Major Milestone With Successful Completion of ELAP Assessment

- ELAP's assessment was conducted February 2024
- Assessment closure letter received May 2024

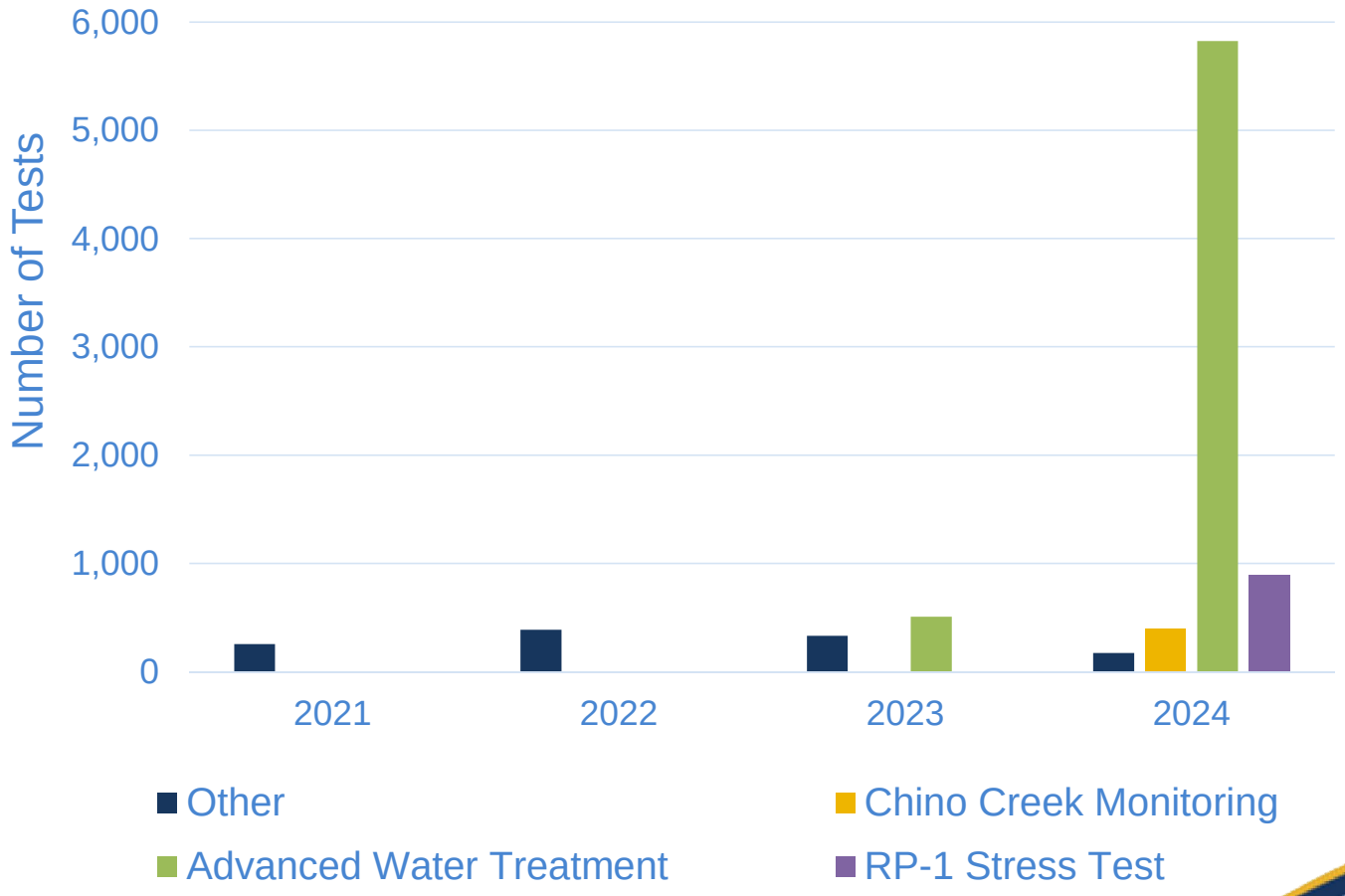


Special Study Testing in Support of Upcoming Projects and Regulatory Compliance Emerging as a Separate Category



	Compliance
Purpose	Adherence to regulatory mandate
Scope	External Regulations
Frequenc	Dictated by Permit
	Process
Purpose	Evaluate effectiveness of treatment
Scope	End-to-end process performance
Frequenc	Ongoing or as needed
	Special Studies
Purpose	Evaluate specific issue or new technologies
Scope	Focused investigations or research
Frequenc y	As Needed

Special Studies Cover a Wide Range of Projects and Conditions



Looking Ahead

- Renew ELAP accreditation and update scope with additional testing scope
  - —1,4 Dioxane by EPA 522
  - —PFAS by EPA 1633
- Evaluate new technologies and engage with industry leaders to stay in front of new requirements
- Strategic plan establishing lab's road map to fully support Agency's initiatives and regulatory complexities



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Inland Empire Utilities Agency, a Municipal Water District Federal Update

August 28, 2024

FY25 Appropriations Update

The House and Senate are scheduled to return from the August recess on September 9th and will have three legislative weeks before the end of the federal fiscal year on September 30th. During those three weeks, Congress will need to pass a Continuing Resolution (CR) to avoid a government shutdown. Currently, there does not appear to be an appetite for a shutdown so close to the November election. The exact date of the CR has not yet been determined, but it will be sometime after the November 5th election. When Congress returns to Washington, DC after the election, they will decide how best to proceed with the Fiscal Year (FY) 2025 appropriations bills. The chart below outlines the status of each of the twelve appropriations bills in both the House and the Senate.

FY25 Appropriations Bills	House Subcommittee Allocation (in billions)	Senate Subcommittee Allocations (in billions)	Passed House Committee	Passed Senate Committee	Passed House
Agriculture-Rural Development	$25.873	$27.049	7/10 by a vote of 29-26	7/11 by a vote of 27-0	
Commerce-Justice-Science	$78.288	$69.235	7/9 by a vote of 31-26	7/24 by a vote of 26-3	
Defense	$833.053	$830.865	6/13 by a vote of 34-25	8/1 by a vote of 28-0	6/28 by a vote of 217-198
Energy-Water Development	$59.19	$61.467	7/9 by a vote of 30-26	8/1 by a vote of 28-0	
Financial Services	$23.608	$21.175	6/13 by a vote of 33-24	8/1 by a vote of 27-0	
Homeland Security	$64.805	$60.516	6/12 by a vote of 33-26		6/28 by a vote of 212-203
Interior-Environment	$37.739	$37.65	7/9 by a vote of 29-25	7/24 by a vote of 28-1	7/24 by a vote of 210-205
Labor-HHS	$186.586	$198.655	7/10 by a vote of 31-25	8/1 by a vote of 25-3	

Legislative Branch	$7.125	$7.0	6/13 by a vote of 33-24	7/11 by a vote of 27-0	Failed on 7/11 by a vote of 205-213
MilCon-VA	$147.520	$148.876	5/23 by a vote of 34-25	7/11 by a vote of 27-0	6/5 by a vote of 209-197
State-Foreign Ops	$51.713	$55.705	6/12 by a vote of 31-26	7/24 by a vote of 24-5	6/5 by a vote of 212-200
Transportation-Housing and Urban Development	$90.4	$87.707	7/10 by a vote of 31-26	7/24 by a vote of 28-1	

Federal Funding Opportunities & Announcements

DOE Releases BIL and IRA Funding Overview Tool. The Department of Energy (DOE) released the **Community Benefits Map for Demonstration and Deployment Projects**, an interactive mapping tool that shows projects that have received funding through the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA).

EPA Announces $25.5 Million for Drinking Water Infrastructure Resilience and Sustainability. The Environmental Protection Agency (EPA) **announced** $25.5 million for 16 projects through the Drinking Water System Infrastructure Resilience and Sustainability grant program. Funding will support projects in underserved, small, and disadvantaged communities that increase drinking water infrastructure resilience to natural disasters and hazards.

Reclamation Announces $105 Million in WaterSMART Grants. The Bureau of Reclamation (Reclamation) **announced** $105 million in WaterSMART grant awards for 67 water conservation and efficiency projects in eleven states. The selected projects are expected to conserve over 111,000 acre-feet of water annually through water storage, conservation and conveyance, nature-based solutions, dam safety, water purification and reuse, and desalination.

Federal Agency Personnel & Regulatory Announcements

White House Releases National Heat Strategy. The White House's National Integrated Heat Health Information System and Interagency Working Group on Extreme Heat released the **2024-2030 National Heat Strategy**. The strategy outlines public communication, education, and engagement regarding the dangers of extreme heat, solutions to prevent heat illness and injury, and support for communities.

EPA Releases Herbicide Strategy to Protect Endangered Species. EPA released its final **Herbicide Strategy** aimed at protecting over 900 federally listed endangered or threatened species from impacts related to the use of herbicides. EPA plans to use the strategy to identify and reduce herbicide exposure to endangered and threatened species when the agency registers new and reevaluates existing herbicides under the registration review process.

EPA Releases Low Carbon Construction Materials Label. EPA released a new **low embodied carbon label program** for steel, glass, asphalt, and concrete purchased for federal building, highway, and infrastructure projects. The label program will consider the life-cycle emissions from the production of building materials and will offer a tiered rating system to help buyers determine which products have lower carbon emissions. Labeled materials will be listed in a central registry accessible to the public to assist buyers in identifying low carbon construction products.

##

September 1, 2024

To: Inland Empire Utilities Agency

From: Michael Boccadoro
Beth Olhasso

RE: August Report

Overview:
Water levels in San Luis Reservoir have marginally increased over the past month. The Reservoir saw double digit, month to month declines over the summer. Other reservoirs continue to hold steady above normal averages as the final weeks of the summer roll by. Lake Oroville is sitting at 67 percent capacity, 112 percent of normal; Shasta Lake is sitting at 66 percent of capacity, 110 percent of average; San Luis Reservoir is at 46 percent of capacity; 119 percent of average.

The Department of Water Resources released the final State Water Project Delivery Capability Report. The report notes the regulatory, operational and climate restraints on deliveries. Future scenarios predict a reduction in average annual Table A water deliveries by 13% to 22% under median to extreme climate conditions by 2043.

The South Coast Air Quality Management District (SCAQMD) has officially not met the now-revoked 1997 ozone standard, according to US EPA. The finding, which was not a surprise, also includes new fees and a commitment to find ways to reduce ozone emissions from major stationary sources of emissions.

Democratic Vice-Presidential candidate, Governor Tim Walz garners attention as he introduces himself to voters. Environmentalists point to his support and approval of a Minnesota law that regulates sources of PFAS. The 2023 law bans many products containing per- and polyfluoroalkyl substances (PFAS). The wastewater community looks favorably on the law which does *not* target POTW effluent.

The CA Independent System Operator is looking at the latest attempt for regional energy grid governance. The West Wide Governance Pathways Initiative (WWGPI) is the latest and by all accounts most viable attempt to move renewable energy across the west in an attempt to lower energy generation costs.

The Legislature has officially gaveled closed the 2024-25 legislative session with a flurry of action leading up to the 11:59PM deadline on August 31. The dust is still settling, but around 1,500 bills have been sent to the Governor. Late amendments to SB 937 (Weiner) regarding connection fees brought strong concerns from the water/sewer community. Ultimately, the bill passed to the Governor. Amendments were also taken to SB 1255 to create a low-income water rate assistance program creating serious concerns for retail water agencies. Strong opposition from the water community helped keep the bill from advancing out of the Appropriations Committee. It is very likely that a similar measure will come back in 2025.

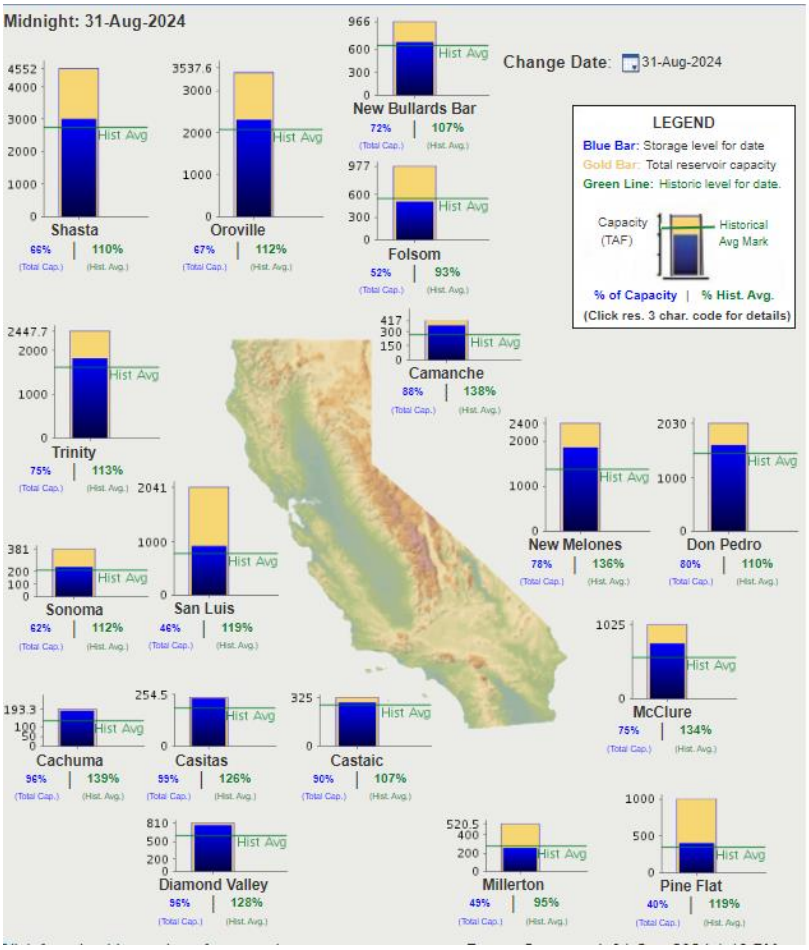
On the last night of session, the Governor called for a Special Session to address high gas costs after the legislature failed to advance a measure introduced just before the deadline to amend bills. There is very little information on the details of the Special Session.

Absent of a Special Session, the Legislature will remain in their districts until early December when they return to Sacramento briefly to swear in new members and "organize" ahead of the January start of the 2025-26 session.

Inland Empire Utilities Agency
Status Report – August 2024

Water Supply Conditions

Water storage levels have weathered the summer with most reservoirs remaining above average with just a few weeks of summer remaining. The consistent drops in storage at San Luis Reservoir stopped over the past month, and the reservoir even slightly increased storage capacity. Lake Oroville is at 112 percent of average, 67 percent capacity; Shasta is at 110 percent average, 66 percent capacity; San Luis Reservoir is at 119 percent average, just 46 percent capacity.



DWR Releases Final 2023 Delivery Capability Report

The Delivery Capability Report from the Department of Water Resources (DWR) provides a comprehensive analysis of the State Water Project (SWP) and its ability to deliver water under varying conditions. The report analyzes the SWP's delivery capability, taking into account climate change, regulatory constraints, and operational factors and serves as a planning tool for SWP contractors. Key highlights include:

- Current and Future Delivery Capability:
  - The report estimates the average annual delivery of Table A water at 2,202 thousand acre-feet (TAF) per year, which is 119 TAF less than the previous estimate.
  - The likelihood of additional Article 21 deliveries exceeding 20 TAF per year has increased by 4% compared to prior reports.
- Impact of Climate Change:
  - Future scenarios predict a reduction in average annual Table A water deliveries by 13% to 22% under median to extreme climate conditions by 2043.
  - Climate change is expected to increase the frequency of both extreme wet and dry periods, which will challenge the current infrastructure and operations.
- Regulatory and Operational Challenges:
  - The SWP's ability to deliver water is affected by regulatory requirements to protect the Sacramento-San Joaquin Delta's ecosystem and water quality.
  - Climate change exacerbates challenges such as managing salinity levels and ensuring water quality in the Delta.
- Infrastructure and Adaptation:
  - The report acknowledges that while the analysis includes current climate conditions and regulatory impacts, it does not yet model specific adaptation strategies that DWR plans to implement.
  - Future updates will incorporate these strategies to better address the evolving climate conditions.
- Recommendations:
  - Water users should consider the different climate scenarios and their implications for water supply, planning for both high-risk and low-risk outcomes.
  - Evaluating vulnerability and preparing for a range of potential climate impacts is crucial for long-term water supply planning.

Overall, the report underscores the need for ongoing adaptation and planning to ensure reliable water delivery amid changing climate conditions and evolving regulatory landscapes.

EPA Finds South Coast Failed to Meet Ozone Limit

On August 16, US EPA proposed to formally recognize that California's South Coast Air Quality Management District (SCAQMD) did not meet the now-revoked 1997 ozone standard. This proposal is part of a broader regulatory process and does not come as a surprise.

- Regulatory Impact: The finding does not require a new attainment planning cycle since the 1997 standard has been replaced by stricter ones. However, it will trigger new industry fees

under Clean Air Act Section 185, which SCAQMD has already adopted. These fees apply to major stationary sources of pollution.

- No Immediate Sanctions: The EPA's proposal does not impose sanctions such as the loss of federal highway funds or the implementation of a federal plan. It also does not require a new state implementation plan (SIP) or the development of a federal implementation plan (FIP) for this standard.
- Future Actions and Agreements: The EPA, SCAQMD, and the California Air Resources Board (CARB) have agreed to collaborate on new measures to reduce ozone pollution. This includes adopting new technologies and further deploying existing zero-emission technologies. Their joint efforts will focus on reducing emissions from aircraft, locomotives, ocean-going vessels, non-road engines, and stationary sources.
    - The recent agreement among the agencies aims to address air quality issues proactively, emphasizing cooperation to meet both the 1997 standard and more stringent 2008 and 2015 ozone standards.

Overall, while the EPA's proposed finding acknowledges ongoing air quality challenges, it sets the stage for collaborative efforts to enhance emission reduction strategies and improve air quality in the South Coast Air Basin.

PFAS and Gov. Walz

Environmentalists have been quick to point out that Governor Tim Walz approved 2023 Minnesota legislation known as Amara's Law, which bans many products containing per- and polyfluoroalkyl substances (PFAS). His approval is especially of note because Minnesota is home to 3M, a prominent manufacturer of the chemicals.

"Amara's Law is probably the strongest PFAS law in the country, if not the world," says one environmentalist who tracks state policies governing PFAS and other chemicals. "We're really encouraged at the possibility of having somebody so intimately familiar with these issues in the White House," the environmentalist adds. Walz signed Amara's Law, a law named for Amara Strande, a Minnesota woman who died at age 20 — only weeks before the law was signed — from a rare form of cancer believed to be linked to PFAS contamination.

The law bans the sale of textiles and many household and personal products containing PFAS beginning Jan. 1, 2025, and requires all other products containing PFAS to be banned beginning Jan. 1, 2032, unless those uses are determined to be currently unavoidable.

It is important to note that the Minnesota law targeted manufactures, not POTWs for the cleanup.

California Leads New Effort to Create Expanded Western Grid Operator

On August 8, 2024, California and several Western states advanced a new initiative to create an expanded regional grid operator for wholesale electricity, called the West Wide Governance Pathways Initiative (WWGPI).

The WWGPI aims to establish a larger, independent regional grid operator to manage wholesale electricity markets across a broader geographic area and a wider range of resources than previous

efforts that would optimize electricity resources across states to improve reliability and cost-efficiency.

The new organization would oversee a large regional electricity market while maintaining California Independent System Operator (CAISO) would retain its balancing authority. CAISO will consider "Step 1" later this fall. Labor, utility and environmental groups have all registered support.

Implementation Steps:

- Step 1: Elevate the governance authority of the existing Western Energy Imbalance Market (WEIM) and Extended Day Ahead Market (EDAM) within CAISO's structure.
- Step 2: Transition governance of energy markets from CAISO to the new regional entity, providing independent oversight and potentially incorporating additional services.
- Step 3: Expand regionalized functions and services, evolving towards a full Regional Transmission Organization (RTO) model if desired by participants.

As discussed in the many iterations that have been considered by the Legislature, this type of program could lead to lower energy generation costs for consumers by leveraging a larger pool of resources and facilitating a more integrated energy market.

Legislative Update

Members returned to Sacramento August 5 for the final month of the Legislative Session. August 16th was the day which all bills were required to be out of their fiscal committees and move on to the floor.

An astounding 417 bills failed this deadline as compared to 285 in 2022 and 218 bills in 2020.

There was significant movement on IEUA priority legislation coming out of the Suspense Hearings and in the final days, hours and minutes of the Legislative Session.

Water Use Efficiency: SB 1110 and SB 1330 are the two bills on WUE that survived out of their first house. Both had to take amendments that narrow the effectiveness of the bills. The Legislature has been hesitant to make changes to the regulations before they are finalized by the SWRCB. **Neither bill advanced off the Assembly Suspense file.**

Connection Fees: The legislature is looking to improve the state's housing crisis by changing the way connection fees are collected. The bill with the most significant concerns for IEUA *was* SB 1210 (Skinner, D- Berkeley). The bill, as introduced, would have prevented a connection or capacity fee from exceeding one percent of the building permit value and would spread the connection fee collection out over a period of ten years. The bill was recently amended to alleviate the concerns of the water community. The bill has passed both houses and is on the Governor's Desk for final approval.

GUT AND AMEND ALERT: One of the other fee bills IEUA has been tracking is SB 937 (Weiner). IEUA participated in successful coalition efforts early in the legislative session to secure amendments that would limit the impact to connection and capacity fees for water and wastewater. However, in an apparent attempt to satisfy the concerns of remaining opposition, the author amended the bill on August 22 to include language that would create a new and conflicting legal

standard for the collection of water and sewer connection and capacity fees and place this new standard in a different, inappropriate section of the Government Code.

Concerns has arisen that the new amendments could be interpreted to only allow fees to be collected in advance for connecting residences to water distribution or sewer collection systems with no certainty that water and wastewater agencies could recover other costs associated with serving the new development including recovering proportional costs for other necessary existing and new infrastructure.

The author failed to run the language by members of the water community and now says it is too late to address our issues.

CASA, CSDA and CMUA have been leading the effort to educate members on the concerns with this bill and are urging members to not support the legislation. Ultimately, the bill passed both houses and is now on the Governor's desk for his consideration. Late in the night on August 31 Senator Weiner submitted a "Letter to the Journal," a tool used by legislators to clarify intent of a bill. The letter is not yet, in print, but the hope is that it clarifies the provisions regarding water and sewer fees.

Low Income Water Rate Assistance
A group of environmental justice groups have proposed legislation to create Low Income Rate Assistance programs for water and wastewater customers.

IEUA and its member agencies quickly met to discuss the proposed legislation and WCA participated in an ACWA workgroup to try to craft acceptable amendments. The bill would create a "voluntary contribution" on all water and wastewater bills that customers may opt-out of, should they choose. The proponents have expressly rejected a request to make the contribution "opt-in." Additionally, Prop 218 experts have been engaged to determine if this proposal is even legal. Despite several sets of amendments, the concerns of the water community were not alleviated. **The bill failed to advance off the Assembly Suspense File.**

Water Diversions
SB 1390 (Caballero) creates a pathway for diversion of flood waters for beneficial use/recharge without having to go through the lengthy process of a new water right. IEUA flagged this bill early and has been waiting for MWD guidance as they are the water right holder. MWD has been working with the author and other stakeholders to ensure that water, that could be considered Table A water, is not considered "flood flow" and diverted before actual water rights holders can ensure their allocations are met. The bill was amended on August 22 with MWD and IEUA joining with other Southern California agencies to support the measure. The bill was brought up for consideration in the Assembly during the final hour and got caught up in the chaos of the final minutes of session and was unable to secure passage back to the Senate. It is likely that discussions will continue over the fall to see if the bill will be introduced in 2025.

CA Water Plan: SB 366 (Caballero), CMUA and Western MWD's bill to expand the water plan to include specific water supply targets was amended early in the process to create broader goals, rather than specific targets. The bill is still a good step to help focus DWR on increasing water

supply. The bill passed and is awaiting final action by the Governor. Much like SB 937, Senator Caballero submitted a “letter to the journal” in the final minutes of session, which is not yet in print.

Emergency Water Supplies SB 1218 (Newman): IRWD’s bill to ensure that emergency water supplies stored by local agencies are accessible to the local agency without interference from the SWRCB ultimately failed to advance out of the Assembly Appropriations Committee.

The Governor has until September 30 to act on the approximately 1,500 bills that have been sent to him for final action.

IEUA BILLS— September 1, 2024

Bill Number	Author/Sponsor	Title and/or Summary	Summary	IEUA Position/ Bill Location	Positions Taken by Associations & Regional Agencies
Bills With Positions					
AB 1820	Schiavo (D)	Housing development projects: applications: fees and exactions.	This bill would authorize a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate, as defined, and would require the local agency to provide the estimate within 20 business days of the submission of the preliminary application. For development fees imposed by an agency other than a city or county, the bill would require the development proponent to request the fee schedule from the agency that imposes the fee.	NEUTRAL Governor's Desk	ACWA- Neutral
AB 2079	*Bennett (D)*	*Groundwater extraction: large-diameter, high-capacity wells: permits.*	*This bill would require a local enforcement agency, as defined, to perform specified activities at least 30 days before determining whether to approve a permit for a new large-diameter, high-capacity well, as defined. By imposing additional requirements on a local enforcement agency, the bill would impose a state-mandated local program.*	*NEUTRAL* *Failed in Senate Natural Resources & Water*	*ACWA oppose unless amended*
SB 366	Caballero (D) CMUA	The California Water Plan: long-term supply targets	This bill would revise and recast certain provisions regarding The California Water Plan to, among other things, require the department to instead establish a stakeholder advisory committee and to expand the membership of the committee to include tribes, labor, and environmental justice interests. The bill would require the department, in coordination with the California Water Commission, the State Water Resources Control Board, other state and federal agencies as appropriate, and the stakeholder advisory committee to develop a comprehensive plan for addressing the state's water needs and meeting specified long-term water supply targets established by the bill for purposes of "The California Water Plan."	SUPPORT Governor's Desk	ACWA support SCWC Support
SB 903	*Skinner (D)*	*Environmental health: product safety: PFOA & PFAS*	*This bill would, beginning January 1, 2030, prohibit a person from distributing, selling, or offering for sale a product that contains intentionally added PFAS, as defined, unless the Department of Toxic Substances Control has made a determination that the use of PFAS in the product is a currently unavoidable use, the prohibition is preempted by federal law, or the product is used.*	*SUPPORT* *HELD Senate Appropriations Committee*	*CASA Sponsor* *ACWA Support*
SB 937	Wiener	Development projects: permits and other entitlements: fees and charges	This bill would extend by 24 months the period for the expiration, effectuation, or utilization of a housing entitlement, entitlement for a priority residential development project, as those terms are defined, that was issued before January 1, 2024, and that will expire before December 31, 2025, except as specified. The bill would toll this 24-month extension during any time that the housing entitlement is the subject of a legal challenge. By adding to the duties of local officials with respect to housing entitlements, this bill would impose a state-mandated local program. The bill would include findings that changes proposed by this bill address a	Oppose Governor's Desk	ACWA Neutral

Note: Bills in Italics have failed and will not continue in 2024.

			matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.		
SB 1210	Skinner (D)	New housing construction: electrical, gas, sewer, and water service connections: charges	This bill would, for new housing construction, require the above-described utilities, on or before January 1, 2026, to publicly post on their internet websites (1) the schedule of fees for a service connection, capacity, or other point of connection charge for each housing development type, including, but not limited to, accessory dwelling unit, mixed-use, multifamily, and single-family developments, except as specified, and (2) the estimated timeframes for completing typical service connections needed for each housing development type, as specified. The bill would exempt from its provisions an independent special district that does not maintain an internet website due to a hardship, as provided. To the extent that this bill imposes new requirements on certain local agencies, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	Neutral Governor's Desk	ACWA, CMUA Neutral
SB 1218	*Newman (D)*	*Water: emergency water supplies*	*This bill would declare that it is the established policy of the state to encourage and incentivize, but not mandate, the development of emergency water supplies, and to support their use during times of water shortage.*	*SUPPORT* *Failed in Assembly Appropriations*	*IRWD Sponsor SCWC Support*
SB 1255	*Durazo (D)*	*Public water systems: needs analysis: water rate assistance program.*	*This bill would require qualified systems, defined as any retail water supplier that serves over 3,300 residential connections, to begin providing water rate assistance to eligible ratepayers, defined to mean a low-income residential ratepayer with an annual household income that is no greater than 200% of the federal poverty guideline level, on or before April July 1, 2027. The bill would require a qualified system to automatically enroll an eligible ratepayer in the water rate assistance program*	*OPPOSE UNLESS AMENDED* *Failed in Assembly Appropriations*	*ACWA, CMUA Oppose Unless Amended*
Priority Watch Bills					
AB 817	*Pacheco (D)*	*Open meetings: teleconferencing: subsidiary body*	*This bill, until January 1, 2026, would authorize a subsidiary body, as defined, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. In order to use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specified findings by majority vote, before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.*	*Failed Senate Local Gov Comm.*	*ACWA Support*
AB 1573	*Friedman (D)*	*Water conservation: landscape design: model ordinance*	*This bill would require the updated model ordinance to include provisions that require that plants included in a landscape design plan be selected based on their adaptability to climatic, geological, and topographical conditions of the project site, as specified. The bill would also exempt landscaping that is part of a culturally specific project, as defined, ecological restoration projects that do not require a permanent irrigation system, mined-land reclamation projects that do not require a permanent irrigation system, and existing plant collections, as part of botanical gardens and arboretums open to the public, from the model ordinance. The*	*TWO YEAR BILL* *Inactive File*	*ACWA- Oppose unless amended*

Note: Bills in Italics have failed and will not continue in 2024.

			bill would require the updated model ordinance to include provisions that, among other changes, prohibit the use of traditional overhead sprinklers on all new and rehabilitated landscapes and require that new and rehabilitated landscapes use only water efficient irrigation devices.		
AB 1827	Papan (D)	Local government: fees and charges: water: higher-consumptive water parcels.	This bill would provide that the fees or charges for property-related water service imposed or increased, as specified, may include the incrementally higher costs of water service due to specified factors, including the higher water usage demand of parcels. The bill would provide that the costs associated with higher water usage demands, the maximum potential water use, or a projected peak water usage demand may be allocated using any method that reasonably assesses the water service provider's cost of serving those parcels that are increasing potential water usage demand, maximum potential water use, or project peak water use demand. The bill would declare that these provisions are declaratory of existing law. This bill contains other existing laws.	Governor's Desk	IRWD Sponsor ACWA, SCWC Support
AB 2257	Wilson (D)	Local government: property-related water and sewer fees and assessments: remedies.	This bill would prohibit, if a local agency complies with specified procedures, a person or entity from bringing a judicial action or proceeding alleging noncompliance with the constitutional provisions for any new, increased, or extended fee or assessment, as defined, unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance, as specified. This bill would provide that local agency responses to the timely submitted written objections shall go to the weight of the evidence supporting the agency's compliance with the substantive limitations on fees and assessments imposed by the constitutional provisions. The bill would also prohibit an independent cause of action as to the adequacy of the local agency's responses. This bill contains other related provisions and other existing laws.	Governor's Desk	ACWA Sponsored bill
AB 2515	Papan (D)	Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS)	This bill would similarly prohibit any person from selling in the state any menstrual products that contain regulated PFAS, as defined. The bill would require, no later than January 1, 2027, the Department of Toxic Substances Control (DTSC), in consultation with the State Department of Public Health, to identify and assess the hazards of chemicals or chemical classes that can provide the same or similar function in menstrual products as regulated PFAS and that can impact vulnerable populations and to make this information publicly available on the DTSC's internet website. The bill would authorize the department to adopt regulations, as specified, for the purposes of implementing and enforcing these provisions. The bill would make a violation of these provisions punishable by civil fines, as specified, and would make any fine or order by the department appealable to the Board of Environmental Safety. The bill would create, and would require all fines collected by the department to be deposited in, the T.A.M.P.O.N. Act Fund. The bill would also authorize any person to bring an action in superior court for a violation of this prohibition, and would authorize the court to grant injunctive relief. This bill contains other existing laws.	Governor's Desk	

Note: Bills in Italics have failed and will not continue in 2024.

AB 2729	Patterson, Joe (R)	Residential Fees and Charges	Existing law prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except that the payment may be required sooner if the local agency determines that the fees or charges will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy, or if the fees or charges are to reimburse the local agency for expenditures previously made. This bill would delete the above-described authorization for a local agency to require payment of fees or charges prior to the date of final inspection or issuance of the certificate of occupancy, whichever occurs first.	Governor's Desk	
AB 2875	Friedman (D)	Wetlands: state policy	This bill would declare that it is the policy of the state to ensure no net loss and long-term gain in the quantity, quality, and permanence of wetlands acreage and values in California. The bill would make related legislative findings and declarations.	Governor's Desk	
AB 3121	~~*Hart (D)*~~ *Petrie-Norris*	~~*Urban retail water suppliers: written notice: conservation order: dates.*~~	~~*This bill would instead provide that the date the board is authorized to issue a written notice to January 1, 2026 and a conservation order to January 1, 2027.*~~	*Senate Energy Committee.*	*Bill was gutted in the final days of session and replaced with language on electricity rates.*
SB 1110	*Ashby (D)*	*Urban retail water suppliers: informational order: conservation order*	*This bill would require the board to additionally consider lower cost actions the water supplier has implemented or will implement in order to help the water supplier achieve overall water supply resiliency in determining whether to issue an informational order. This bill contains other related provisions and other existing laws.*	*Assembly Appr*	*ACWA Favor*
SB 1147	Portantino (D)	Drinking water: bottled water: microplastics levels	This bill would require, among other things, the Office of Environmental Health Hazard Assessment (OEHHA) to study the health impacts of microplastics in drinking water, including bottled water, in order to evaluate and identify safe and unsafe levels of microplastics in those types of water, and, on or before January 1, 2026, to develop and deliver to the state board, among other things, public health standards and goals for a safe level of microplastics in those waters. The bill would require the state board, on or before January 1, 2028, to adopt and implement those public health standards and goals developed and delivered by OEHHA, and to provide those public health standards and goals to local water agencies, along with other specified information provided by OEHHA. The bill would also require the state board to establish testing and reporting	Governor's Desk	ACWA & CASA neutral

Note: Bills in Italics have failed and will not continue in 2024.

			requirements for an annual testing of microplastics in bottled water sold in or into this state, as specified.		
SB 1330	*Archuleta (D)*	*Urban retail water supplier: water use*	*This bill would require the board to adopt variances recommended by the department for unique uses that can have a material effect on an urban retail water supplier's urban water use objective. The bill would provide that variances adopted by the board shall not be subject to a threshold of significance. The bill would require an urban retail water supplier to self-certify the amount of water included in its urban water use objective that is attributable to a variance.*	*Assm. Appropriations Comm*	*ACWA Support*
SB 1390	*Caballero (D)*	*Groundwater recharge: floodflows: diversion*	*This bill would extend the operation of these requirements to diversions commenced before January 1, 2034. The bill would revise, recast, and expand the conditions that are required to be met to include a requirement that a local or regional agency make a declaration that its proposed diversion is in accordance with one of certain enumerated plans relating to flood control or flood risk, as specified, or a county emergency operations plan. The bill would also require the final report to contain information, if applicable, describing the forecasting models used to determine a likely imminent escape of surface water and a description of the methodology used to determine the abatement of flood conditions.*	*Assm. Floor*	
SB 1402	*Min (D)*	*30x30 goal: state agencies: adoption, revision, or establishment of plans, policies, and regulations*	*This bill would require all state agencies, departments, boards, offices, commissions, and conservancies to consider the 30x30 goal when adopting, revising, or establishing plans, policies, and regulations.*	*Assm. Appropriations Comm*	

Note: Bills in Italics have failed and will not continue in 2024.

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

4C

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: No Committee Review

Staff Contact: Alyson Piguee, Director of External & Government Affairs

Subject: Public Outreach and Communication (Written)

Executive Summary:

- Staff promoted National Water Quality Month in August by implementing a series of posts focused on the Agency's Water Quality Laboratory team as well as wastewater treatment and groundwater recharge efforts. On August 1, staff distributed a press release for Water Quality Month to showcase the efforts of the Water Quality Lab along with their recent conversion to TNI standards and successful audit passing. Staff facilitated a "Water Quality Celebration" which included opportunities for IEUA staff to participate in a team building lab escape room activity within the Semi-Volatiles Laboratory and attend a tour of the Water Quality Lab led by Laboratory staff. The tour provided an in-depth look into day-to-day operations and current advancements.
- On August 21, staff launched a new social media mini-series campaign as a collaboration between the Chino Creek Wetlands and Educational Park and IEUA social media platforms. Episode 1 garnered an influx of positive feedback and garnered almost 1,000 views, including 39 likes, three comments, and eight shares. The mini-series will continue to promote water education and environmental stewardship and provide information on how to keep the wetlands clean through the end of the calendar year.
- On August 22, a new "Coffee with the General Manager" episode was published on outreach platforms. This episode included a special appearance from Director Michael Camacho. The post has performed exceptionally well. Four days following the initial post on LinkedIn, the feature generated over 2,100 impressions with a 13.89% engagement rate.

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

Regional Sewerage *Technical Committee (Y/N):*

Policy Committee (Y/N):

Attachments:

Attachment 1 - Background

Background

Subject: Public Outreach and Communication

September

- September, National Preparedness Month
- September 22, First day of Fall
- September 22, World Rivers Day

Media and Outreach

General

- Staff is working with IT to implement a communication plan for the Enterprise Resource Planning project rollout centered around the theme “Launching into ERP”. Staff’s first exposure to the branded campaign was at the All-Hands Meeting on July 31.
- Staff promoted National Water Quality Month in August by implementing a series of posts focused on the Agency's Water Quality Laboratory team as well as wastewater treatment and groundwater recharge efforts. On August 1, staff distributed a press release for Water Quality Month to showcase the efforts of the Water Quality Lab along with their recent conversion to TNI standards and successful audit passing. Staff facilitated a “Water Quality Celebration” which included opportunities for IEUA staff to participate in a team building lab escape room activity within the Semi-Volatiles Laboratory and attend a tour of the Water Quality Lab led by Laboratory staff. The tour provided an in-depth look into day-to-day operations and current advancements.
- During National Water Quality Month, staff produced a three-part Water Quality Month video reel series on the Chino Creek Wetlands and Educational Park Instagram to further educate the Agency’s social media target audience about the relationship between the Chino Creek Wetlands and water quality, including topics like influent vs effluent and natural purification.
- On August 9, staff attended the BIA SoCal Water Conference and connected with partners, stakeholders, and representatives to discuss IEUA’s major projects, programs, and initiatives.
- On August 21, staff launched a new social media mini-series campaign as a collaboration between the Chino Creek Wetlands and Educational Park and IEUA social media platforms. Episode 1 garnered an influx of positive feedback and garnered almost 1,000 views, including 39 likes, three comments, and eight shares. The mini-series will continue to promote water education and environmental stewardship and provide information on how to keep the wetlands clean through the end of the calendar year.
- On August 22, a new “Coffee with the General Manager” episode was published on outreach platforms. This episode included a special appearance from Director Michael Camacho. The post has performed exceptionally well. Four days following the initial post on LinkedIn, the feature generated over 2,100 impressions with a 13.89% engagement rate.

- Staff recognized World Water Week from August 26th – August 30th and released a series of social media posts promoting water conservation, water wise habits, and recycled water pipes.
- Staff is continuing to work with the Jacobs' team to develop Chino Basin Program (CBP) collateral and communication strategies for program outreach and continued engagement with stakeholders.
    - The Advanced Water Purification Facility overview video is being finalized for distribution.
    - The second CBP Bulletin was distributed in August.
- Staff met with program partners for the Turnkey Turf Transformation Public Relations Campaign. During the meeting, the partners selected the brand logo and finalized the marketing materials, including a one-pager for the program's early 2025 launch. The one-pager is currently in the editing phase, with ongoing coordination with Calleguas, Las Virgenes, and Upper San Gabriel Valley Municipal Water Districts.
- Staff spotlighted the Operations team for Water Quality Month by creating an interactive video that showcased their critical work. This Reel, shared across IEUA's social media platforms, drove significant engagement on LinkedIn and Instagram. The video also amplified efforts to recruit new team members by highlighting career opportunities.
- Staff continues to actively collaborate with the Maintenance unit and Human Resources to develop a Maintenance Recruitment video. This video will showcase key responsibilities and essential skills like confined space operations and equipment handling while highlighting the benefits and career advancement opportunities available in the role.
- Staff continues to collaborate with Human Resources to start a new/updated social Recruitment Campaign and build a 'Day in the Life' series.

Water Supply Awareness Efforts

- Staff shared FOG and wipes messaging through social media platforms as a continuation of the #besewersmart campaign.

Advertising/Marketing

- A "Be Sewer Smart" half page ad ran in the *La Opinion* on August 14.
- An education program ad featuring our DEW field trip program ran in the *Chino Champion* on August 17.
- An education program ad ran in the *Daily Bulletin* on August 25.
- An email blast featuring the education programs will be distributed on August 27 to 50,000 teachers within 40 miles of the Chino Creek Wetlands and Educational Park.
- An education program ad featuring our DEW field trip program will run in the September issue of the *Inland Empire Magazine*.

Social Outreach and Analytics

- August: 25 posts were published to the IEUA Facebook page, 26 posts were sent to the @IEUAWater X handle, 36 posts were published to IEUA's Instagram grid, 19 posts were published to the IEUA LinkedIn page, and eight posts were published to the Chino Creek Wetlands Instagram grid.

- The top three IEUA Facebook posts, based on reach and engagement, in the month of

August were:
  - 8/13 "I'm an IEUA Operator of Course I…"
    - 21.95% Engagement
  - 8/14 Back to School (IEUA's Version): EA Field Trip to CVWD Education Center
    - 18.02% Engagement
  - 8/12 Southern CA Water Conference Hosted by BIA
    - 15% Engagement

- The top three IEUA X posts, based on reach and engagement, in the month of August were:
  - 8/14 Back to School (IEUA's Version): EA Field Trip to CVWD Education Center
    - 83.33% Engagement
  - 8/7 IEUA "Low Emissions Flare Era"
    - 12.64% Engagement
  - 8/15 Water Word Wednesday: Aeration Basin
    - 10.71%

- The top three IEUA Instagram posts, based on reach and engagement, in the month of August were:
  - 8/13 I'm an IEUA Operator of Course I…
    - 601 Reach
    - 15.81% Engagement
  - 8/20 IEUA Hiring Senior Engineer and Principal Resource Specialist (Water Resources)
    - 411 Reach
    - 1.46% Engagement
  - 8/14 Back to School (IEUA Version): EA Field Trip to CVWD Education Center
    - 357 Reach
    - 8.4% Engagement

- The top three IEUA LinkedIn posts, based on impressions and reactions, in the month of August were:
  - 8/14 Back to School (IEUA's Version) Field Trip to CVWD Education Center.
    - 33.7% Engagement
  - 8/12 Southern Cal Water Conference Hosted by BIA
    - 30.63% Engagement
  - 8/22 Chino Valley Chamber of Commerce's Leadership Collaborative
    - 19.74% Engagement

- The top three Chino Creek Wetlands and Educational Park Instagram posts, based on reach and engagement, in the month of August were:
  - 8/21 CCW 'Trash Talk' – Mini-series Video Reel Episode 1
    - 635 Reach
    - 7.91% Engagement
  - 8/15 CCW Back to School Month Field Trip CTA

        - 333 Reach
        - 10.07% Engagement
    - 8/4 CCW National Friendship Day
        - 133 Reach
        - 14.81% Engagement

- For the month of August, there were 7,623 searches for a park in IEUA's service area on Yelp and the Chino Creek Wetlands and Educational Park was viewed 431 times.

Education Updates

- Staff is actively receiving and coordinating Fall and Winter field trip requests to the Chino Creek Wetlands and Educational Park.
- Staff is strategically planning for the arrival of the new Education Center. Staff is coordinating education enhancements through the Discover the Environment and Water (DEW) grant, including new additions to facility tours, activity script updates, and water-wise education beyond the field trip experience. All upgraded and new activities align with CA State, Next Generation Science, and STEAM standards/criteria.
- Staff distributed two new educational blogs (one was published on the Water Education (Wally) blog site, and one was published on Chino Creek Wetlands Park (Owlie) blog site) in honor of Water Quality Month in August.
- Staff distributed one educational blog in honor of World Water Week during the last week of August.
- Staff is planning for school year 2024/25 Fall outreach by updating the Agency's service area school's internal database. Staff is strategically identifying key administrators contact information to plan for future outreach about our enhancements to the DEW field trip program and additional educational programs and resources available to them. In addition, staff is planning for the "Super" Roadshow by coordinating efforts to schedule meetings with school district Superintendents and leadership to showcase the Agency's free education programs.

Strategic Plan Updates

- In August, the Moss Adams team facilitated a workshop with the Board of Directors to solicit feedback on the draft revisions to the Agency's Vision, Mission, and Values as well as proposed Goals and Objectives.
- The Moss Adams team also presented an update at the Quarterly General Managers' Meeting.
- The Strategic Plan Coordination Team (SPCT) met for its fourth session with Moss Adams. During the session, the Moss Adams team presented the feedback received from the Board workshop as well as the General Managers' Meeting. Additionally, the SPCT reviewed, revised, and prioritized activities within the draft Plan.

Agency-Wide Membership Updates

Organization	Participant(s)	Date	Topic/Activity
California Association of Sanitation Agencies (CASA)	Anne Pandey	8/2/24	CASA State Legislative Committee
Alliance for Water Efficiency (AWE)	Christopher Garcia	8/6-8/8/24	2nd Annual Water Efficiency & Conservation Symposium
Greater Ontario Business Council	Anne Pandey	8/7/24	Good Morning Ontario: City of Ontario
Association of California Water Agencies (ACWA)	Christiana Daisy, Lisa Dye	8/13/24	Region 9 Event: Building the Future - Water Workforce Development Solutions
American Water Works Association (AWWA)	David Correia	8/14/24	Water Education Seminar 2024
Chino Valley Chamber of Commerce	Scott Lening, Alex Lopez, Alyson Piguee, Ryan Love, Paula Hooven, Ivan Cheng	8/21/24	CVCC Leadership Collaborative Graduation
Association of San Bernardino County Special Districts (ASBCSD)	Ashley Womack, Denise Garzaro	8/26/24	ASBCSD Membership Meeting
Fontana Chamber of Commerce	Ashley Womack	8/27/24	Networking at Noon
Greater Ontario Business Council / Chino Valley Chamber of Commerce	Laura Mantilla, Lisa Mejri, Danielle Phillipi, Hazel Ceron	8/29/24	Women's Conference

Inland Empire Utilities Agency
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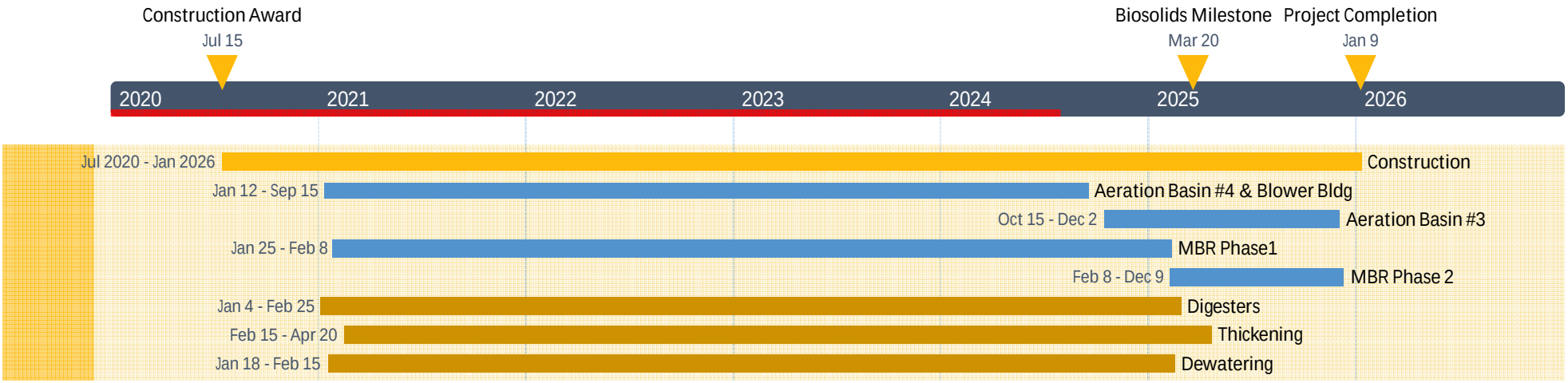


RP-5 Expansion Project Update
September 2024
Project Nos. EN19001 and EN19006

Justin Tao
Senior Associate Engineer
September 2024

RP-5: Project Status

Day 1507 of 2005 = 75%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	$339,188,519	$1,507,765	$279,926,905	83%
Designer	Parsons	$40,551,961	$87,418	$36,927,770	91%
Construction Management	Arcadis	$21,125,523	$407,801.75	$17,270,912	82%

Data date: 8/31/24

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Electrical and SCADA Update

COMPLETED

- Planned shut-down for Power Center 2 and 3 switch installation
- Delivery of Rockwell Variable Frequency Drives (VFD)

CHALLENGES AHEAD

- Electrical Subcontractor
  - Energize Power Center 9
- Programming Subcontractor
  - Approval of Vendor Supplied Programming
  - On-going programming workshops



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RP-5 Major Activities

- **Baseline Schedule:**
  - Submittal: November - December 2020
  - Delivery: April 2021- February 2023

- **Actual Schedule:**
  - Submittal: May 2022 - June 2023
  - Delivery: December 2023 - August 2024
  - Completed Factory Acceptance Testing of last major VFD July 2024

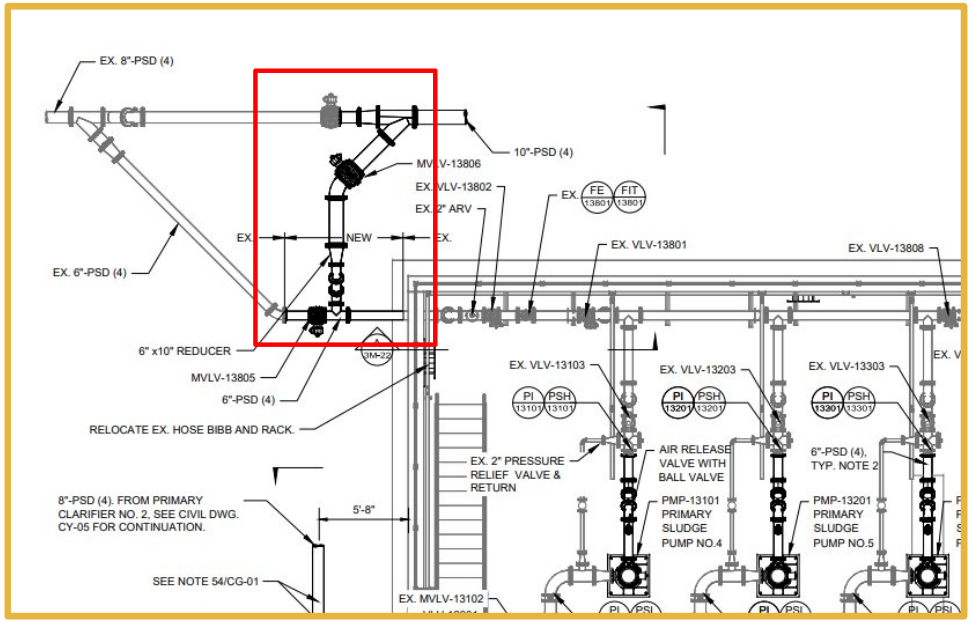




Return Activated Sludge VFDs

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RP-5 Major Activities

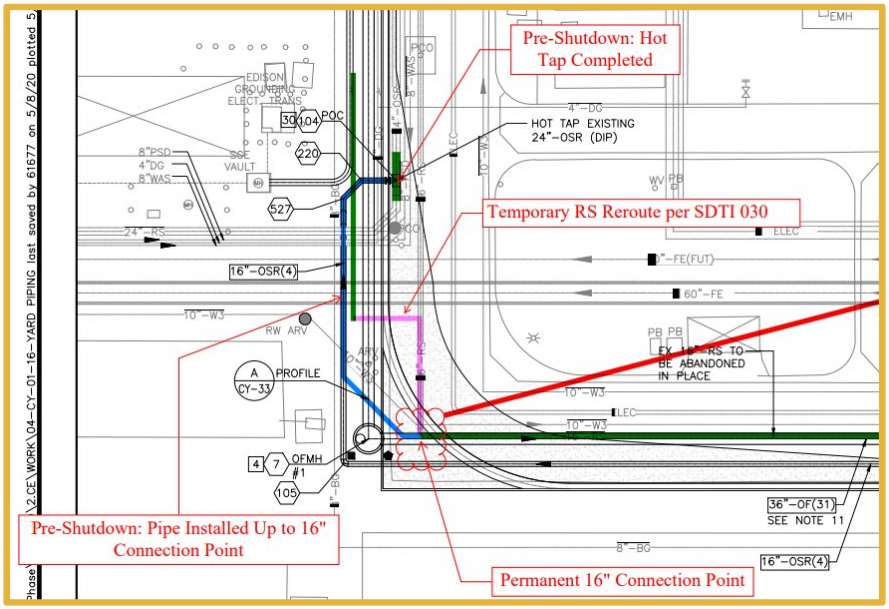




Primary Sludge Tie-in

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RP-5 Major Activities





Emergency Overflow Pond Tie-in

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RP-5 Flyover: August 2024

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Questions

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

4E

Date: September 18, 2024

To: The Honorable Board of Directors **From:** Shivaji Deshmukh, General Manager

Committee: Finance & Administration

Staff Contact: Kristine Day, Assistant General Manager

Subject: Treasurer's Report of Financial Affairs (Written/PowerPoint) (Finance & Admin)

Executive Summary:

The Treasurer's Report of Financial Affairs for the month ended July 31, 2024, is submitted in a format consistent with the State requirements.

For the month of July 2024, total cash, investments, and restricted deposits of $454,390,029 reflects a decrease of $10,072,420 compared to the total of $464,462,449 reported for June 2024. The decrease in Cash, Investments, and Restricted Deposits is primarily due to construction expenses, the annual Unfunded Accrued Liability payment to CalPERS for $3.96 million, and SRF debt service payments. The average days cash on hand for the month ended July 2024 decreased from 462 to 445 days.

The unrestricted Agency investment portfolio yield in July 2024 was 4.487 percent, a decrease of 0.027 percent compared to the June 2024 yield of 4.514 percent. The change in yield is mainly attributed to an overall reduction in the cash and investments balance which was slightly offset by higher CAMP and LAIF earnings yields.

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

Regional Sewerage *Technical Committee (Y/N):* N

Policy Committee (Y/N): N

Environmental Determination:

Not Applicable

Attachments:

Attachment 1 - Background
Attachment 2 - PowerPoint
Attachment 3 - Treasurer's Report of Financial Affairs

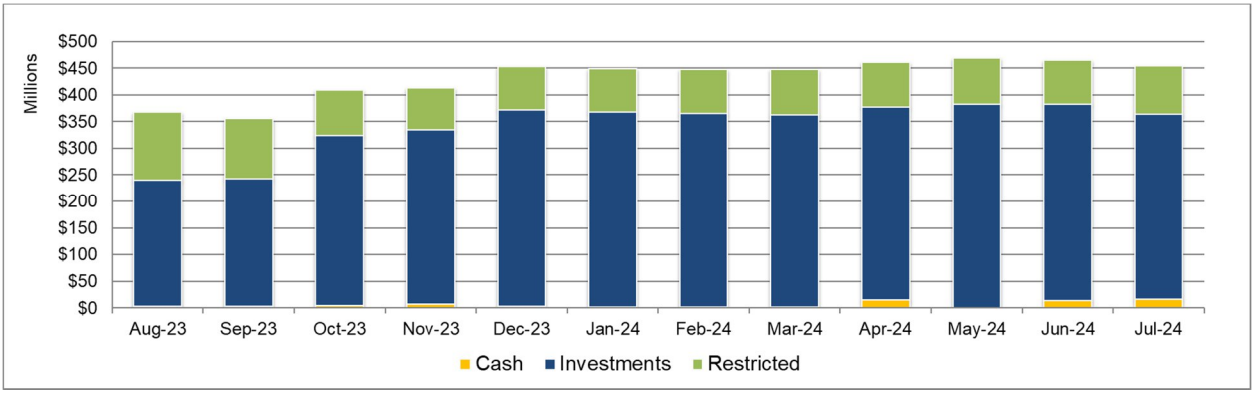
Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs 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. 2024-4-1).

Agency total cash, investments, and restricted deposits for the month of July 2024 was $454.4 million, a decrease of $10.1 million compared to the $464.5 million reported in June 2024, as shown in Figure 1. The decrease in Cash, Investments, and Restricted Deposits is primarily due to construction expenses, the annual Unfunded Accrued Liability payment to CalPERS for $3.96 million, and SRF debt service payments.

Figure 1: Cash, Investments, and Restricted Deposits



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, providing sufficient liquidity to meet operating requirements, and attaining a market rate of return throughout budgetary and economic cycles.

The Agency continues to hold Truist Financial Corporate Notes in the amount of $0.94 million maturing in August 2027. PFM and Agency staff will continue to monitor the situation and for now are comfortable continuing to hold the investment in the Agency portfolio.

Table 1 below represents the Agency's unrestricted investment portfolio by authorized investment and duration with a total portfolio amount of $346.9 million. The Agency portfolio excludes cash and restricted deposits in the amount of $107.5 million held with fiscal agents, including $8.3 million in capitalized interest proceeds for the RP-5 Expansion Project.

The Agency's unrestricted investment portfolio yield in July 2024 was 4.487 percent, a decrease of 0.027 percent compared to the June 2024 yield of 4.514 percent. The change in yield is mainly attributed to an overall reduction in the cash and investments balance which was slightly offset by higher CAMP and LAIF earnings yields.

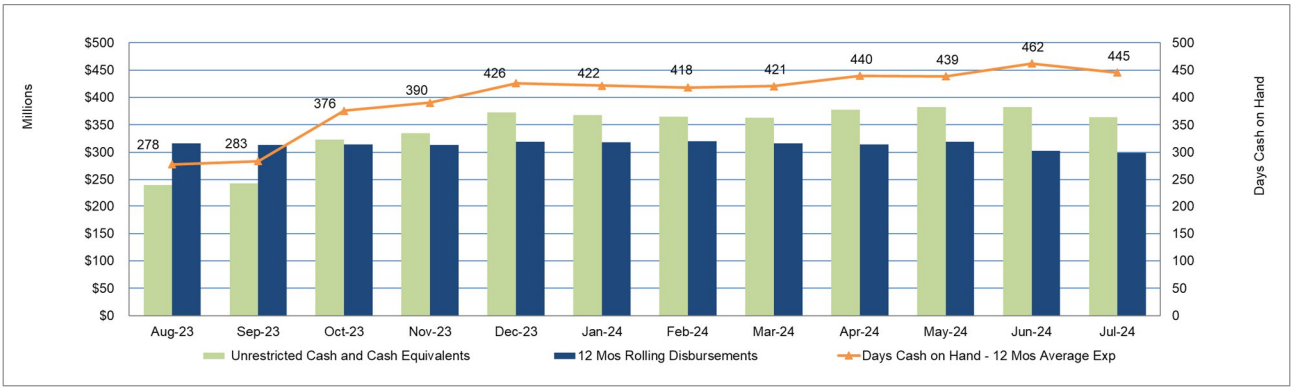
Table 1: Agency Portfolio

Authorized Investments	Allowable Threshold ($ million or %)	Investment Value as of July 31, 2024 ($ million)				Average Yield %	Portfolio% (Unrestricted)
		Under 1 Year	1-3 Years	Over 3 Years	Total		
LAIF*- Unrestricted	$75	$57.8	$0.0	$0.0	$57.8	4.520%	16.65%
CAMP – Unrestricted**	n/a	162.1	0.0	0.0	162.1	5.430%	46.74%
Camp Term	n/a	10.0	0.0	0.0	10.0	4.780%	2.88%
Sub-Total Agency Managed		**$229.9**	**$0.0**	**$0.0**	**$229.9**	**5.408%**	**66.27%**
Brokered Cert. of Deposit	30%	$0.0	$1.1	$0.0	$1.1	5.080%	0.31%
Bank Notes	30%	0.0	1.6	1.1	2.7	5.494%	0.79%
Medium Term Note	30%	2.2	9.5	9.5	21.2	4.251%	6.10%
Federal Agency Mortgage-Backed Security	n/a	0.0	3.5	19.0	22.5	4.876%	6.49%
Municipal Bonds	10%	1.1	0.2	0.0	1.3	1.062%	0.38%
US Treasury Notes	n/a	0.0	41.0	18.9	59.9	2.368%	17.28%
US Gov't Securities	n/a	5.1	3.2	0.0	8.3	0.465%	2.38%
Sub-Total PFM Managed		**$8.4**	**$60.1**	**$48.5**	**$117.0**	**3.140%**	**33.73%**
Total		**$238.3**	**$60.1**	**$48.5**	**$346.9**	**4.487%**	**100.0%**

*LAIF – Local Agency Investment Fund
**CAMP – California Asset Management Program
*** JPM – JP Morgan Chase (Checking account is not categorized under investments starting with June 2024 Financial Affairs)
+/- due to rounding

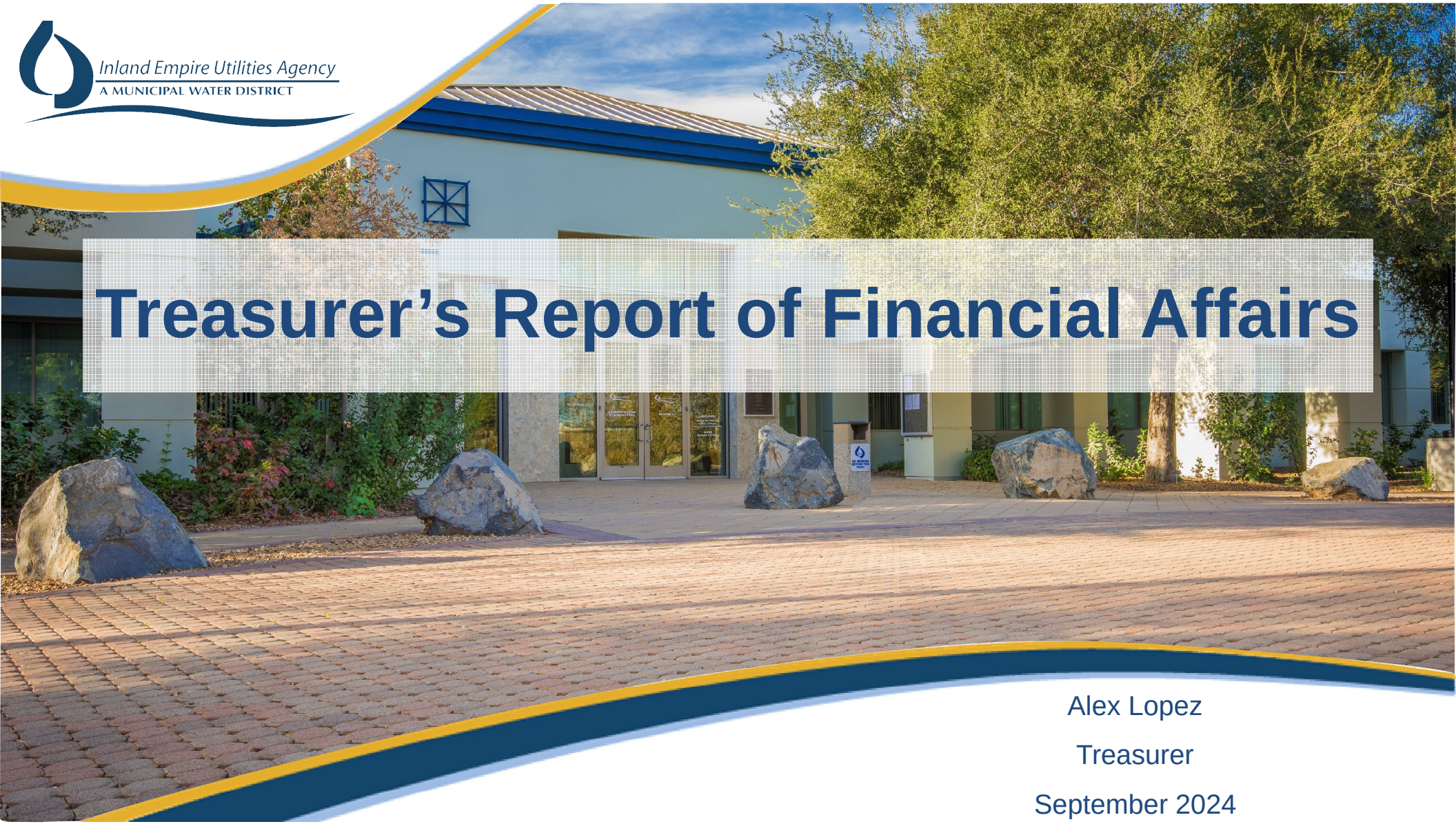
Average days cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service costs, and capital expenditures. The average days cash on hand decreased from 462 days to 445 days for the month of July 2024 as shown in Figure 2.

Figure 2: Days Cash on Hand – 12 Month Rolling Average



Monthly cash and investment summaries are available on the Agency's website at: https://www.ieua.org/read-our-reports/cash-and-investment/

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Treasurer's Report of Financial Affairs

Alex Lopez

Treasurer

September 2024

Agency Liquidity

- The decrease in Cash, Investments, and Restricted Deposits is primarily due to construction expenses, the annual Unfunded Accrued Liability payment to CalPERS for $3.96 million, and SRF debt service payments.
- The change in yield is mainly attributed to an overall reduction in the cash and investments balance which was slightly offset by higher CAMP and LAIF earnings yields.

Description	July $ Millions	June $ Millions	Increase / (Decrease) $ Millions
Investment Portfolio	$346.9	$368.5	($21.6)
Cash and Restricted Deposits	$107.5	$96.0	$11.5
Total Investments, Cash, and Restricted Deposits	**$454.4**	**$464.5**	**($10.1)**
Investment Portfolio Yield	4.487%	4.514%	(0.027%)
Weighted Average Duration (Years)	1.46	1.51	(0.05)
Average Cash on Hand (Days)*	445	462	(17)

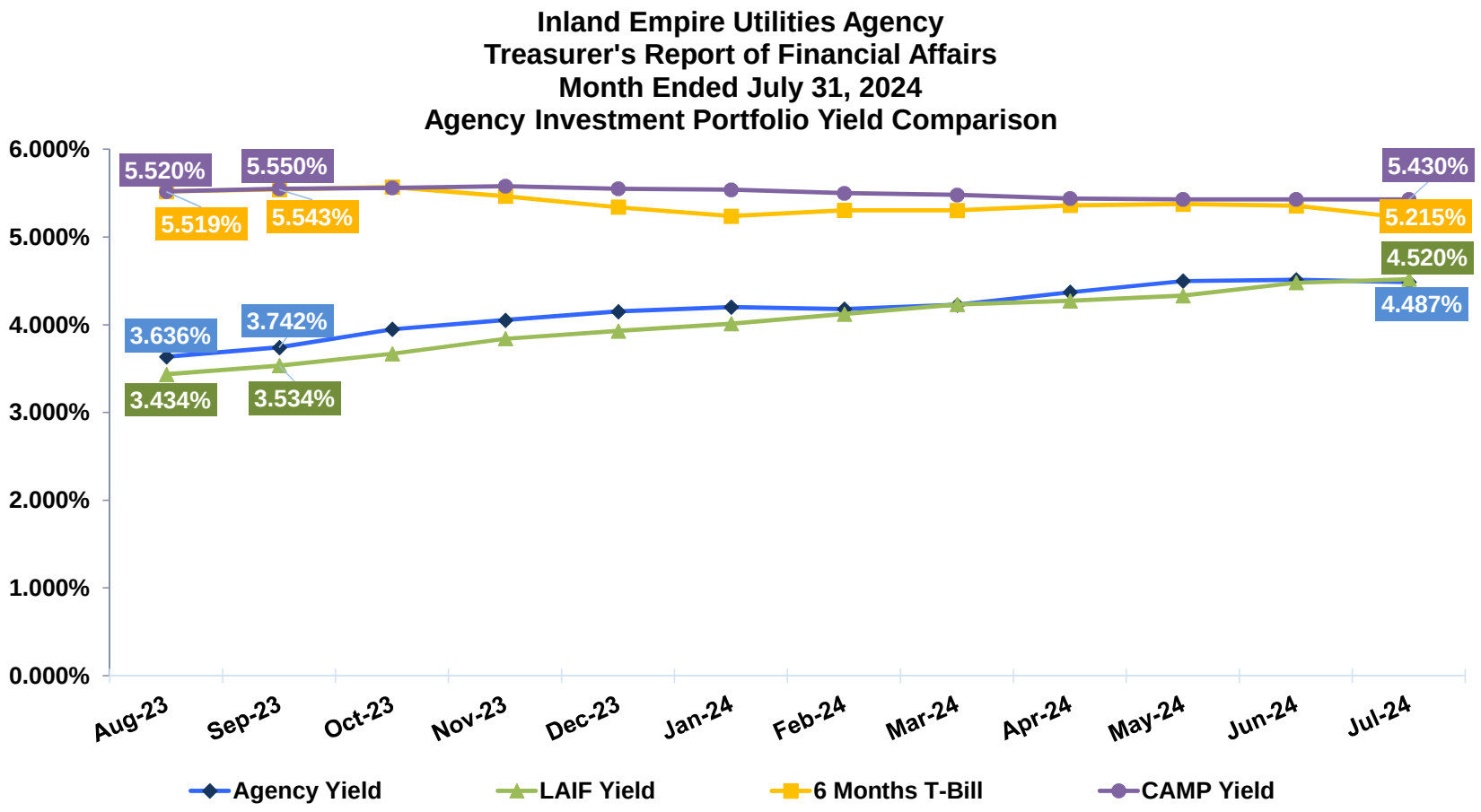
* Calculated using the month end balance of unrestricted cash and cash equivalents divided by disbursements for operating expense, debt service, and capital expenditures.

Monthly cash and investment summaries available at: https://www.ieua.org/read-our-reports/cash-and-investment/

Agency Investment Position

Authorized Investments	Allowable Threshold ($ million or %)	Under 1 Year	1 – 3 Years	Over 3 Years	Total	Average Yield %	Portfolio % (Unrestricted)
Local Agency Investment Fund	$75	$57.8	$0.0	$0.0	$57.8	4.520%	16.65%
California Asset Management Program	n/a	162.1	0.0	0.0	162.1	5.430%	46.74%
Camp Term	n/a	10.0	0.0	0.0	10.0	4.780%	2.88%
Sub-Total Agency Managed		**$229.9**	**$0.0**	**$0.0**	**$229.9**	**5.408%**	**66.27%**
Brokered Certificates of Deposit	30%	$0.0	$1.1	$0.0	$1.1	5.080%	0.31%
Bank Notes	30%	0.0	1.6	1.1	2.7	5.494%	0.79%
Medium Term Notes	30%	2.2	9.5	9.5	21.2	4.251%	6.10%
Federal Agency Mortgage-Backed Security	n/a	0.0	3.5	19.0	22.5	4.876%	6.49%
Municipal Bonds	10%	1.1	0.2	0.0	1.3	1.062%	0.38%
US Treasury Notes	n/a	0.0	41.0	18.9	59.9	2.368%	17.28%
US Government Securities	n/a	5.1	3.2	0.0	8.3	0.465%	2.38%
Sub-Total PFM Managed		**$8.4**	**$60.1**	**$48.5**	**$117.0**	**3.140%**	**33.73%**
Total		**$238.3**	**$60.1**	**$48.5**	**$346.9**	**4.487%**	**100.00%**

Portfolio Yield Comparison



TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended July 31, 2024

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2024-4-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 17, 2024.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	July	June	Variance
Cash, Bank Deposits, and Bank Investment Accounts	$16,719,126	$13,636,397	$3,082,729
Investments			
Agency Managed			
Local Agency Investment Fund (LAIF)	$57,777,796	$57,131,947	$645,849
California Asset Management Program (CAMP)	162,132,660	184,325,341	(22,192,681)
Camp Term	10,000,000	10,000,000	0
Total Agency Managed Investments	$229,910,456	$251,457,288	($21,546,832)
PFM Managed			
Certificates of Deposit	$1,075,000	$1,075,000	$0
Bank Notes	2,724,895	2,724,870	25
Municipal Bonds	1,320,318	1,320,349	(31)
Federal Agency Commercial Mortgage-Backed Securites	22,532,001	21,608,749	923,252
Medium Term Notes	21,179,536	21,171,703	7,833
U.S. Treasury Bonds/Bills/Notes	59,928,348	59,888,508	39,840
U.S. Government Sponsored Entities	8,252,629	9,253,317	(1,000,688)
Total PFM Managed Investments	$117,012,727	$117,042,496	($29,769)
Total Investments	$346,923,183	$368,499,784	($21,576,601)
Total Cash and Investments Available to the Agency	$363,642,309	$382,136,181	($18,493,872)
Restricted Deposits			
CAMP Water Connection Reserve	$30,354,794	$29,313,656	$1,041,138
LAIF Self Insurance Reserve	7,065,939	6,988,321	77,618
Bond and Note Accounts	8,279,302	8,242,615	36,687
SRF Loan Reserve Accounts	6,456,353	-	6,456,353
California Employers' Retirement Benefit Trust Account - CERBT (Other Post Employment Benefits - OPEB)	23,057,023	22,419,458	637,565
Escrow Deposits	15,534,309	15,362,218	172,091
Total Restricted Deposits	$90,747,720	$82,326,268	$8,421,452
Total Cash, Investments, and Restricted Deposits	**$454,390,029**	**$464,462,449**	**($10,072,420)**

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
July 31, 2024

Cash, Bank Deposits, and Bank Investment Accounts

JPM Checking Account	$	16,282,061.00
JPM Payroll Account		-
JPM Workers' Compensation Account		-
Subtotal Demand Deposits	$	16,282,061.00
Other Cash and Bank Accounts		
Petty Cash		$2,250
Subtotal Other Cash		$2,250
US Bank Pre-Investment Money Market Account		$434,815
Total Cash and Bank Accounts		**$16,719,126**

Unrestricted Investments

Local Agency Investment Fund (LAIF)	
LAIF Fund	$57,777,796
Subtotal Local Agency Investment Fund	$57,777,796
California Asset Management Program (CAMP)	
CAMP Fund	$162,132,660
CAMP Term Investment	10,000,000
Subtotal CAMP	$172,132,660
Subtotal Agency Managed Investment Accounts	**$229,910,456**
Brokered Certificates of Deposit	
Brokered Certificates of Deposit	$1,075,000
Subtotal Brokered Certificates of Deposit	$1,075,000
Bank Notes	
Bank Notes	$2,724,895
Subtotal Bank Notes	$2,724,895

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
July 31, 2024

Unrestricted Investments Continued

Federal Agency Commercial Mortgage-Backed Security	
Federal Agency Comm. Mortgage-Backed Security	$22,532,001
Subtotal Federal Agency Comm. Mortage-Backed Security	$22,532,001
Municipal Bonds	
Subtotal State and Local Municipal Bonds	$1,320,318
Subtotal State and Municipal Bonds	$1,320,318
Medium Term Notes	
Medium Term Notes	$21,179,536
Subtotal Medium Term Notes	$21,179,536
U.S. Treasury Bonds/Bills/Notes	
Treasury Note	$59,928,348
Subtotal U.S. Treasury Notes	$59,928,348
U.S. Government Sponsored Entities	
Fannie Mae Bank	$5,994,436
Freddie Mac Bank	2,258,193
Subtotal U.S. Government Sponsored Entities	$8,252,629
Subtotal PFM Managed Investment Accounts	**$117,012,727**
Total Investments	**$346,923,183**

Restricted Deposits

Investment Pool Accounts	
CAMP - Water Connection Reserves	$30,354,794
LAIF - Self Insurance Fund Reserves	7,065,939
Subtotal Investment Pool Accounts	$37,420,733
Bond and Note Accounts	
2017A Debt Service Accounts	$427
2020A Debt Service Accounts	4
2020B Debt Service Accounts	40
2020B Capitalized Interest	8,278,831
Subtotal Bond and Note Accounts	$8,279,302

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
July 31, 2024

Restricted Deposits Continued

SRF Loan Reserve Accounts	
JPMC- SRF Reserve Accounts	$6,456,353
Subtotal SRF Loan Reserve Accounts	$6,456,353
CalPERS	
CERBT Account (OPEB)	$23,057,023
Subtotal CalPERS Accounts	$23,057,023
Escrow Deposits	
W.M. Lyles Construction	$14,639,398
MNR Construction, Inc.	894,911
Subtotal Escrow Deposits	$15,534,309
Total Restricted Deposits	$90,747,720
Total Cash, Investments, and Restricted Deposits as of July 31, 2024	**$454,390,029**
Total Cash, Investments, and Restricted Deposits as of 07/31/2024	$454,390,029
Less: Total Cash, Investments, and Restricted Deposits as of 06/30/2024	464,462,449
Total Monthly Increase (Decrease)	($10,072,420)

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Cash, Bank Deposits, and Bank Investment Accounts								
JP Morgan Chase (JPM)								
Checking	$16,282,061	$16,282,061	N/A	$16,282,061		3.81%	N/A	$16,282,061
Payroll Checking	-	-	N/A	-		N/A	N/A	-
Workers' Compensation Account	-	-	N/A	-		N/A	N/A	-
Subtotal JPM Accounts	$16,282,061	$16,282,061		$16,282,061				$16,282,061
US Bank (USB)								
Custodial Money Market *(Investment Mgmt.)*	$413,021	$413,021	N/A	$413,021		4.82%	N/A	$413,021
Custodial Money Market *(Debt Service)*	21,794	21,794	N/A	21,794		4.82%	N/A	21,794
Subtotal USB Account	$434,815	$434,815		$434,815		4.82%		$434,815
Petty Cash	$2,250	$2,250	N/A	$2,250		N/A	N/A	$2,250
Total Cash, Bank Deposits and Bank Investment Accounts	**$16,719,126**	**$16,719,126**		**$16,719,126**				**$16,719,126**
Investments								
LAIF Accounts								
Non-Restricted Funds	$57,777,796	$57,777,796	N/A	$57,777,796		4.52%	N/A	$57,777,796
Subtotal LAIF Accounts	$57,777,796	$57,777,796		$57,777,796		4.52%		$57,777,796
CAMP Accounts								
Non-Restricted Funds	$162,132,660	$162,132,660	N/A	$162,132,660		5.43%	N/A	$162,132,660
Subtotal CAMP Accounts	$162,132,660	$162,132,660		$162,132,660		5.43%		$162,132,660
Camp Term Investment								
Camp Term	$10,000,000	$10,000,000	354	$10,000,000		4.78%	1/7/2025	$10,000,000
Subtotal CAMP Term Investment	$10,000,000	$10,000,000		$10,000,000		4.78%		$10,000,000
Subtotal Agency Managed Investment Accounts	**$229,910,456**	**$229,910,456**		**$229,910,456**		**5.17%**		**$229,910,456**
Brokered Certificates of Deposit (CDs)								
Cooperat Rabobank UA/NY	$1,075,000	$1,075,000	1093	$1,075,000		5.08%	7/17/2026	$1,076,211
Subtotal Brokered CDs	$1,075,000	$1,075,000		$1,075,000		5.08%		$1,076,211
Bank Notes								
Wells Fargo Bank Note	$1,645,000	$1,642,746	1081	$1,643,465	5.45%	5.50%	08/07/26	$1,664,814
Morgan Stanley Bank NA Bank Notes	365,000	365,000	1457	365,000	5.50%	5.50%	05/26/28	371,884
Morgan Stanley Bank NA Bank Notes	715,000	716,509	1456	716,430	5.50%	5.44%	05/26/28	728,485
Subtotal Bank Notes	$2,725,000	$2,724,255		$2,724,895		5.49%		$2,765,183

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Investments (continued)								
Federal Agency Commercial Mortgage-Backed Security (CMBS)								
FHMS K061 A2	$778,009	$754,061	1257	$762,348	3.35%	4.31%	11/01/26	$756,534
FHMS K064 A2	1,160,000	1,094,206	1291	1,111,992	3.22%	4.98%	03/01/27	1,121,684
FHLMC Multifamily Structured Note	660,000	622,282	1322	632,239	3.24%	4.97%	04/01/27	637,583
FHLMC Multifamily Structured Note	1,025,000	958,535	1379	975,163	3.12%	5.01%	06/01/27	985,920
FHMS K507 A1	1,040,149	1,023,825	1647	1,026,591	4.80%	5.19%	04/01/28	1,047,929
FHMS K506 A1	555,348	547,043	1691	548,477	4.65%	5.01%	05/01/28	557,520
FHMS KJ46 A1	878,980	878,958	1771	878,963	4.78%	4.78%	06/01/28	883,611
FHMS K505 A2	1,075,000	1,085,737	1778	1,083,454	4.82%	4.59%	06/01/28	1,084,547
FNA 2023-M6 A2	1,100,000	1,081,352	1797	1,085,160	4.19%	4.58%	07/01/28	1,086,232
FHMS KJ47 A1	616,807	616,804	1769	616,805	5.27%	5.27%	08/01/28	630,600
FHMS K506 A2	1,115,000	1,098,506	1783	1,101,193	4.65%	4.99%	08/01/28	1,118,833
FHMS K508 A2	1,115,000	1,090,541	1748	1,094,145	4.74%	5.26%	08/01/28	1,122,565
FHMS K509 A2	845,000	818,059	1767	821,789	4.85%	5.60%	09/01/28	854,207
FHMS K507 A2	1,100,000	1,086,852	1800	1,088,873	4.80%	5.07%	09/01/28	1,110,058
FHMS K510 A2	430,000	428,757	1776	428,916	5.07%	5.14%	10/01/28	438,093
FHMS K511 A2	625,000	623,204	1784	623,423	4.86%	4.93%	10/25/28	632,091
FHMS K512 A2	565,000	570,276	1777	569,676	5.00%	4.78%	11/01/28	574,238
FHMS K513 A2	640,000	646,393	1779	645,754	4.72%	4.50%	12/01/28	644,254
FHMS K514 A2	645,000	651,449	1758	650,865	4.57%	4.34%	12/01/28	645,400
FHMS K518 A2	795,000	814,195	1740	812,951	5.40%	4.83%	01/01/29	821,368
FHMS K517 A2	985,000	1,014,536	1754	1,012,420	5.36%	4.66%	01/01/29	1,016,077
FHMS K515 A2	1,100,000	1,129,634	1775	1,127,225	5.40%	4.78%	01/01/29	1,135,502
FHMS K516 A2	1,100,000	1,132,997	1761	1,130,533	5.48%	4.78%	01/01/29	1,139,365
FHMS K520 A2	625,000	627,537	1766	627,419	5.18%	5.09%	03/01/29	641,322
FHMS K524 A2	920,000	925,650	1827	925,630	4.72%	4.58%	05/01/29	927,740
FHMS K522 A2	1,150,000	1,149,997	1827	1,149,997	4.80%	4.80%	05/01/29	1,162,882
Subtotal Fed. Agcy. Comm. Mortgage-Backed Security	$22,644,293	$22,471,386		$22,532,001		4.88%		$22,776,155
US Treasury Bond/Bill/Note								
US Treasury Note	$2,050,000	$2,027,898	1488	$2,044,133	0.25%	0.52%	08/31/25	$1,954,547
US Treasury Note	990,000	968,228	1463	983,675	0.25%	0.81%	09/30/25	940,964
US Treasury Note	1,600,000	1,573,125	1482	1,592,293	0.25%	0.67%	09/30/25	1,520,750
US Treasury Note	435,000	427,965	1658	432,938	0.38%	0.74%	11/30/25	411,687
US Treasury Note	1,910,000	1,873,218	1623	1,898,986	0.38%	0.82%	11/30/25	1,807,636
US Treasury Note	2,925,000	2,845,591	1489	2,899,081	0.38%	1.06%	11/30/25	2,768,238
US Treasury Note	815,000	810,034	1814	813,585	0.38%	0.50%	12/31/25	769,029
US Treasury Note	1,780,000	1,751,145	1699	1,771,219	0.38%	0.73%	12/31/25	1,679,597
US Treasury Note	870,000	820,995	1439	851,338	0.38%	1.86%	01/31/26	818,480
US Treasury Note	1,520,000	1,466,088	1486	1,500,118	0.38%	1.27%	01/31/26	1,429,987
US Treasury Note	1,540,000	1,400,438	1368	1,484,093	0.38%	2.95%	01/31/26	1,448,803

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Investments (continued)								
US Treasury Note	2,345,000	2,248,910	1479	2,309,397	0.38%	1.42%	01/31/26	2,206,132
US Treasury Note	2,940,000	3,257,428	1822	3,035,472	2.63%	0.43%	01/31/26	2,860,988
US Treasury Note	1,765,000	1,717,428	1544	1,747,253	0.50%	1.15%	02/28/26	1,659,376
US Treasury Note	3,110,000	3,068,088	1821	3,096,743	0.50%	0.78%	02/28/26	2,923,886
US Treasury Note	1,360,000	1,359,469	1664	1,359,806	0.75%	0.76%	03/31/26	1,280,738
US Treasury Note	1,464,000	1,453,192	1805	1,460,000	0.75%	0.90%	05/31/26	1,372,271
US Treasury Note	2,120,000	1,942,947	1453	2,038,602	0.75%	2.99%	05/31/26	1,987,169
US Treasury Note	890,000	819,460	1637	855,958	0.88%	2.77%	09/30/26	829,230
US Treasury Note	1,190,000	1,086,851	1604	1,139,197	0.88%	3.00%	09/30/26	1,108,745
US Treasury Note	1,500,000	1,457,637	1686	1,476,683	2.25%	2.91%	02/15/27	1,432,266
US Treasury Note	2,115,000	1,890,281	1729	1,984,770	0.50%	2.92%	04/30/27	1,919,032
US Treasury Note	1,055,000	936,436	1784	984,354	0.50%	2.99%	06/30/27	952,302
US Treasury Note	3,315,000	3,142,905	1804	3,209,205	2.25%	3.40%	08/15/27	3,143,034
US Treasury Note	1,965,000	1,952,181	1792	1,956,738	4.13%	4.27%	09/30/27	1,969,912
US Treasury Note	1,105,000	1,120,366	1788	1,115,193	4.13%	3.81%	10/31/27	1,107,763
US Treasury Note	2,165,000	1,843,717	1759	1,948,376	0.50%	3.91%	10/31/27	1,933,954
US Treasury Note	1,925,000	1,932,971	1639	1,930,914	3.88%	3.77%	11/30/27	1,915,676
US Treasury Note	2,235,000	2,145,949	1750	2,169,204	2.75%	3.66%	02/15/28	2,141,060
US Treasury Note	620,000	613,122	1820	615,061	4.00%	4.25%	02/29/28	619,806
US Treasury Note	625,000	561,694	1786	577,574	1.25%	3.52%	03/31/28	566,699
US Treasury Note	2,160,000	2,158,312	1795	2,158,742	3.63%	3.64%	03/31/28	2,132,325
US Treasury Note	935,000	930,800	1826	931,853	3.50%	3.60%	04/30/28	918,930
US Treasury N/B Note	1,095,000	1,086,445	1822	1,087,347	3.75%	3.92%	12/31/28	1,086,103
US Treasury N/B Note	1,185,000	1,187,731	1823	1,187,611	4.63%	4.57%	04/30/29	1,219,994
US Treasury N/B Note	385,000	388,489	1854	388,394	4.50%	4.30%	05/31/29	394,625
US Treasury N/B Note	1,885,000	1,900,610	1854	1,900,179	4.50%	4.31%	05/31/29	1,932,125
US Treasury N/B Note	1,000,000	992,148	1884	992,263	4.25%	4.43%	06/30/29	1,013,906
Subtotal US Treasuries	$60,889,000	$59,160,292		$59,928,348		2.37%		$58,177,765
U.S. Government Sponsored Entities								
Fannie Mae Bond	$240,000	$241,126	1716	$240,210	0.50%	0.40%	06/17/25	$231,035
Fannie Mae Bond	995,000	996,473	1693	995,278	0.50%	0.47%	06/17/25	957,832
Fannie Mae Bond	1,435,000	1,441,931	1778	1,436,248	0.50%	0.40%	06/17/25	1,381,395
Fannie Mae Bond	1,480,000	1,476,936	1824	1,479,463	0.50%	0.54%	06/17/25	1,424,714
Freddie Mac Bond	895,000	890,543	1824	894,135	0.38%	0.48%	07/21/25	857,659
Fannie Mae Bond	950,000	945,554	1824	949,052	0.38%	0.47%	08/25/25	906,988
Freddie Mac Bond	1,365,000	1,360,891	1824	1,364,058	0.38%	0.44%	09/23/25	1,299,390
Fannie Mae Bond	895,000	891,796	1821	894,185	0.50%	0.57%	11/07/25	849,823
Subtotal U.S. Gov't Sponsored Entities	$8,255,000	$8,245,250		$8,252,629		0.47%		$7,908,836
Municipal Bonds								
CA State Dept of Wtr Res	$100,000	$100,000	1578	$100,000	0.56%	0.56%	12/01/24	$98,432
Univ. of CA Revenue Bond	90,000	90,326	1764	90,048	0.88%	0.81%	05/15/25	87,246

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Investments (continued)								
Univ. of CA Revenue Bond	205,000	205,000	1764	205,000	0.88%	0.88%	05/15/25	198,727
Florida State Board of Admin. Taxable Rev	200,000	201,414	1749	200,270	1.26%	1.11%	07/01/25	193,050
Florida State Board of Admin. Taxable Rev	520,000	520,000	1749	520,000	1.26%	1.26%	07/01/25	501,930
NJ Turnpike Authority	205,000	205,000	1792	205,000	1.05%	1.05%	01/01/26	194,266
Subtotal State and Local Municipal Bonds	$1,320,000	$1,321,740		$1,320,318		1.06%		$1,273,651
Medium Term Notes								
Pepsico Inc	$1,115,000	$1,092,510	899	$1,106,244	3.50%	4.37%	07/17/25	$1,100,996
Intel Corp	1,115,000	1,091,474	911	1,105,651	3.70%	4.60%	07/29/25	1,100,197
JP Morgan Chase	355,000	355,000	1460	355,000	0.77%	0.77%	08/09/25	354,642
Microsoft Corp (Callable)	560,000	543,346	1008	552,416	3.13%	4.28%	11/03/25	549,429
Bristol Myers Squibb	349,000	345,524	1606	347,985	0.75%	0.98%	11/13/25	331,527
Bank of America Corp	880,000	880,000	1472	880,000	3.38%	3.38%	04/02/26	868,074
State Street Corp Notes	730,000	726,299	1054	727,430	5.27%	5.46%	08/03/26	734,187
Microsoft Corp (Callable)	1,100,000	1,112,199	1625	1,105,133	2.40%	2.14%	08/08/26	1,057,333
Paccar Financial Corp Note	830,000	833,818	1095	832,577	5.05%	4.88%	08/10/26	837,231
Bank of America Corp	720,000	720,000	1096	720,000	5.53%	5.53%	08/18/26	730,068
Mastercard Inc	1,705,000	1,621,148	1430	1,655,627	2.95%	4.33%	11/21/26	1,647,850
JP Morgan Chase Notes (Callable)	565,000	564,486	1447	564,516	5.11%	5.15%	12/08/26	568,988
Target Corp	150,000	149,745	1817	149,874	1.95%	1.99%	01/15/27	141,442
Target Corp	690,000	689,579	1810	689,791	1.95%	1.96%	01/15/27	650,634
Truist Financial Corp	935,000	817,779	1824	864,500	1.13%	3.91%	08/03/27	834,825
Home Depot Inc	1,145,000	1,079,586	1688	1,100,861	2.80%	4.17%	09/14/27	1,087,898
Amazon Inc	1,075,000	1,079,322	1804	1,077,892	4.55%	4.46%	12/01/27	1,078,838
JP Morgan Chase	620,000	566,909	1620	577,331	2.95%	5.13%	02/24/28	588,388
Walmart Inc	1,330,000	1,327,034	1794	1,327,763	4.55%	3.95%	04/15/28	1,316,684
Apple Inc	1,330,000	1,334,189	1819	1,333,157	4.55%	3.93%	05/10/28	1,318,093
John Deere Capital Corp	160,000	162,176	1827	161,719	4.95%	4.64%	07/14/28	162,857
John Deere Capital Corp	280,000	283,802	1824	283,008	4.95%	4.64%	07/14/28	285,000
John Deere Capital Corp	370,000	369,449	1827	369,565	4.95%	4.98%	07/14/28	376,608
Citibank NA Corp Notes	1,660,000	1,660,000	1827	1,660,000	5.80%	5.80%	09/29/28	1,725,147
Blackrock Funding Inc	105,000	104,810	1826	104,823	4.70%	4.74%	03/14/29	105,953
Blackrock Funding Inc	720,000	716,659	1826	716,844	4.70%	4.81%	03/14/29	726,532
Adobe Inc	365,000	365,482	1847	365,454	4.80%	4.77%	04/04/29	371,064
Adobe Inc	445,000	444,337	1847	444,375	4.80%	4.83%	04/04/29	452,393
Subtotal Medium Term Notes	$21,404,000	$21,036,662		$21,179,536		4.25%		$21,102,878
Subtotal PFM Managed Investment Accounts	**$118,312,293**	**$116,034,585**		**$117,012,727**		**3.16%**		**$115,080,679**
Total Investments	**$348,222,749**	**$345,945,041**		**$346,923,183**				**$344,991,135**

(Source of Investment Amortized Cost: PFM)

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Restricted Deposits								
Investment Pool Accounts								
CAMP - Water Connection Reserves	$30,354,794	$30,354,794	N/A	$30,354,794		5.43%	N/A	$30,354,794
LAIF - Self Insurance Reserves	7,065,939	7,065,939	N/A	7,065,939		4.52%	N/A	7,065,939
Total Investment Pool Accounts	$37,420,733	$37,420,733		$37,420,733		5.26%		$37,420,733
Bond and Note Accounts								
2017A Debt Service Accounts	$427	$427	N/A	$427		0.00%	N/A	$427
2020A Debt Service Accounts	4	4	N/A	4		0.00%	N/A	4
2020B Debt Service Accounts	40	40	N/A	40		0.00%	N/A	40
2020B Capitalized Interest Account	8,278,831	8,278,831	N/A	8,278,831		3.75%	N/A	8,278,831
Total Bond and Note Accounts	$8,279,302	$8,279,302		$8,279,302		3.75%		$8,279,302
SRF Loan Reserve Accounts								
5176-110 Recycled Water Phase 4	$159,943	$159,943	N/A	$159,943		3.75%	N/A	$159,943
5176-120 Recycled Water Phase 4	265,303	265,303	N/A	265,303		3.75%	N/A	265,303
5176-130 Recycled Water Phase 4	269,834	269,834	N/A	269,834		3.75%	N/A	269,834
5176-140 Recycled Water Phase 4	72,810	72,810	N/A	72,810		3.75%	N/A	72,810
5332-110 Recycled Water Phase 5	55,468	55,468	N/A	55,468		3.75%	N/A	55,468
5327-110 RP-1 Dewatering Facility Extension	1,450,901	1,450,901	N/A	1,450,901		3.75%	N/A	1,450,901
7885-110 Regional Water Quality Laboratory	1,048,888	1,048,888	N/A	1,048,888		3.75%	N/A	1,048,888
5318-110 Wineville RW Pipeline Extension	895,579	895,579	N/A	895,579		3.75%	N/A	895,579
8105-110 Napa Lateral	172,841	172,841	N/A	172,841		3.75%	N/A	172,841
8105-120 San Savaine Basin Improvements	102,948	102,948	N/A	102,948		3.75%	N/A	102,948
8235-150 Baseline Extension Project	137,206	137,206	N/A	137,206		3.75%	N/A	137,206
8235-110 RP-1 1158 Pump Station Improvements	212,431	212,431	N/A	212,431		3.75%	N/A	212,431
4900-110 Recycled Water Phase 3	171,201	171,201	N/A	171,201		3.75%	N/A	171,201
4900-120 Recycled Water Phase 3	313,360	313,360	N/A	313,360		3.75%	N/A	313,360
4900-130 Recycled Water Phase 3	62,059	62,059	N/A	62,059		3.75%	N/A	62,059
8260-110 Wineville/Jurupa/RP-3 Recharge Impro	815,302	815,302	N/A	815,302		3.75%	N/A	815,302
8414-110 Lower Day Basin Improvement	158,783	158,783	N/A	158,783		3.75%	N/A	158,783
8235-120 RP-5 RW Pipeline Bottleneck	91,496	91,496	N/A	91,496		3.75%	N/A	91,496
Total SRF Loan Reserves	$6,456,353	$6,456,353		$6,456,353		3.75%		$6,456,353
CalPERS Deposits								
CERBT Account (OPEB)	$16,000,000	$16,000,000	N/A	$23,057,023		N/A	N/A	$23,057,023
Subtotal CalPERS Deposits	$16,000,000	$16,000,000		$23,057,023				$23,057,023

CERBT Strategy 2 Performance as of June 30, 2024 1 year net return was 8.15%

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

	Par Amount	Cost Basis Amount	Term (Days)	July Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
Restricted Deposits (continued)								
Escrow Deposits								
W. M. Lyles Construction	$14,639,398	$14,639,398	N/A	$14,639,398		N/A	N/A	$14,639,398
MNR Construction, Inc	894,911	894,911	N/A	894,911		N/A	N/A	894,911
Subtotal Escrow Deposits	$15,534,309	$15,534,309		$15,534,309				$15,534,309
Total Restricted Deposits	**$83,690,697**	**$83,690,697**		**$90,747,720**				**$90,747,720**
Total Cash, Investments, and Restricted Deposits as of July 31, 2024	**$448,632,572**	**$446,354,864**		**$454,390,029**				**$452,457,981**

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

July Purchases

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield to Maturity
1	7/2/2024	Purchase	US Treasury N/B Notes	Treasury Bond/Note	$1,925,000	4.43%
2	7/17/2024	Purchase	WI Treasury Sec Bills	Municipal Bond	980,000	0.00%
3	7/25/2024	Purchase	FHMS K524 A2	Mortgage Backed Security	920,000	4.58%
			Total Purchases		***$ 3,825,000***	

July Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Type	Par Amount Matured/Sold	Investment Yield to Maturity
1	7/2/2024	Sale	US Treasury Notes	Treasury Bond/Note	$990,000	0.71%
2	7/2/2024	Sale	Fannie Mae Notes	Municipal Bond	1,000,000	0.52%
3	7/17/2024	Sale	US Treasury N/B Notes	Treasury Bond/Note	925,000	4.43%
4	7/25/2024	Maturity	WI Treasury Sec Bills	Municipal Bond	980,000	0.00%
5	7/25/2024	Paydown	FHMS K061 A2	Mortgage Backed Security	1,588	4.31%
6	7/25/2024	Paydown	FHMS KJ47 A1	Mortgage Backed Security	933	5.27%
7	7/25/2024	Paydown	FHMS K506 A1	Mortgage Backed Security	501	5.01%
8	7/25/2024	Paydown	FHMS KJ46 A1	Mortgage Backed Security	570	4.78%
9	7/25/2024	Paydown	FHMS K507 A1	Mortgage Backed Security	3,221	5.19%
			Total Maturities, Calls & Sales		***$ 3,901,813***	

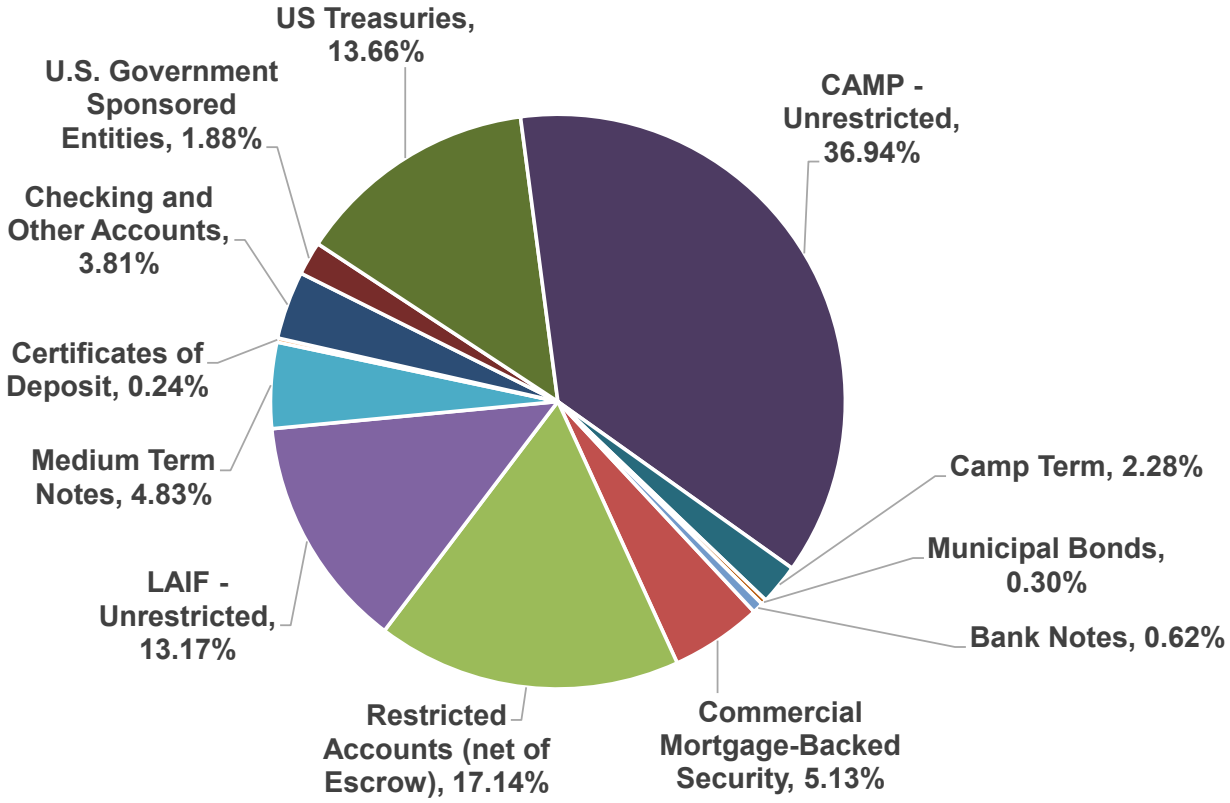
INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
Month Ended
July 31, 2024

Directed Investment Category	**Amount Invested**	**Yield**
LAIF - Unrestricted	57,777,796	4.520%
CAMP - Unrestricted	162,132,660	5.430%
Camp Term	10,000,000	4.780%
Brokered Certificates of Deposit	1,075,000	5.080%
Bank Notes	2,724,895	5.494%
Medium Term Notes	21,179,536	4.251%
Commercial Mortage-Backed Security	22,532,001	4.876%
Municipal Bonds	1,320,318	1.062%
US Treasury Notes	59,928,348	2.368%
U.S. Government Sponsored Entities	8,252,629	0.465%
Total Investment Portfolio	***$346,923,183***	
Investment Portfolio Rate of Return		***4.487%***

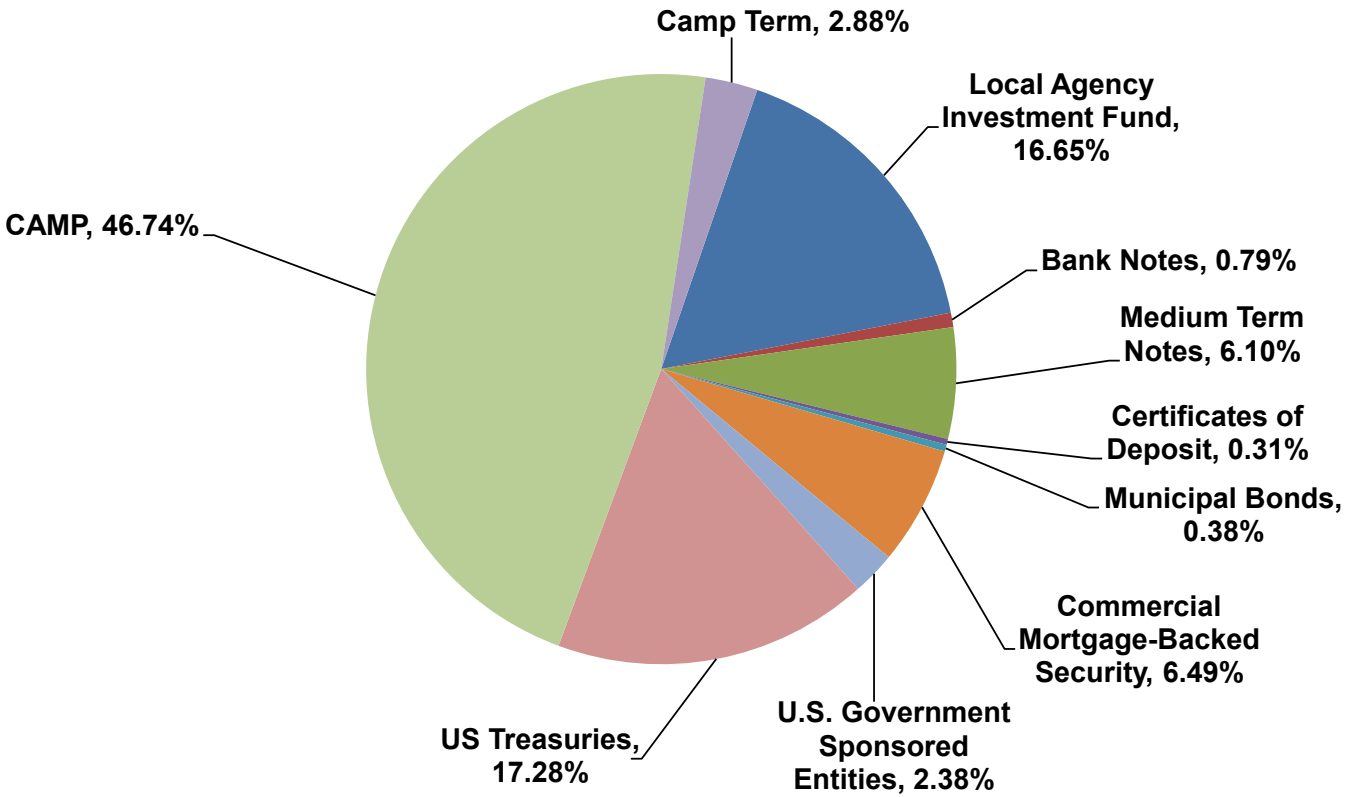
Restricted/Transitory/Other Accounts	**Amount Invested**	**Yield**
CalPERS OPEB (CERBT) Account	$23,057,023	N/A
CAMP Restricted Water Connection Reserve	30,354,794	5.430%
LAIF Restricted Insurance Reserve	7,065,939	4.520%
US Bank - 2017A Debt Service Accounts	427	0.000%
US Bank - 2020A Refunding Bond Accounts	4	0.000%
US Bank - 2020B Revenue Note Accounts	8,278,871	3.750%
US Bank - Pre-Investment Money Market Account	434,815	4.820%
SRF Loan Reserve Accounts	6,456,353	3.750%
JP Morgan Chase - Checking Account	16,282,061	3.810%
Other Accounts*	2,250	N/A
Escrow Account	15,534,309	N/A
Total Restricted/Transitory/Other Accounts	***$107,466,846***	
Average Yield of Other Accounts		***4.832%***
Total Agency Directed Deposits	**$454,390,029**	

**Petty Cash*

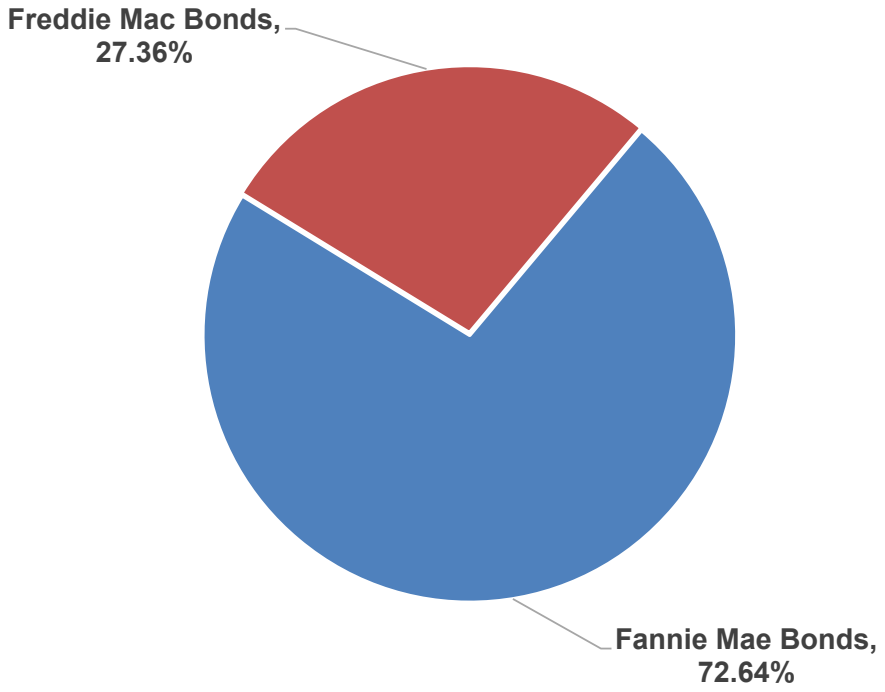
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Month Ended July 31, 2024
Agency Investment Portfolio (Net of Escrow Accounts)
$438,855,720



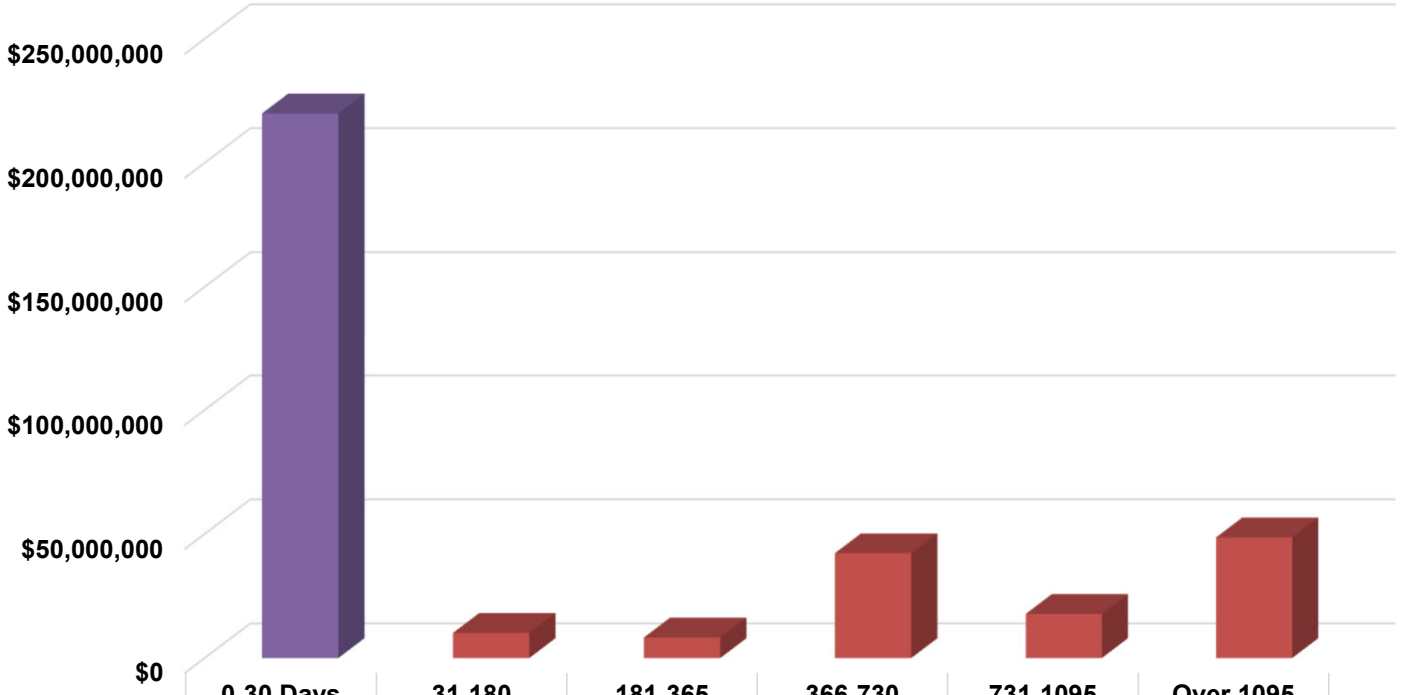
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Month Ended July 31, 2024
Unrestricted Agency Investment Portfolio
$346,923,183



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Month Ended July 31, 2024
U.S. Government Sponsored Entities Portfolio
$8,252,629

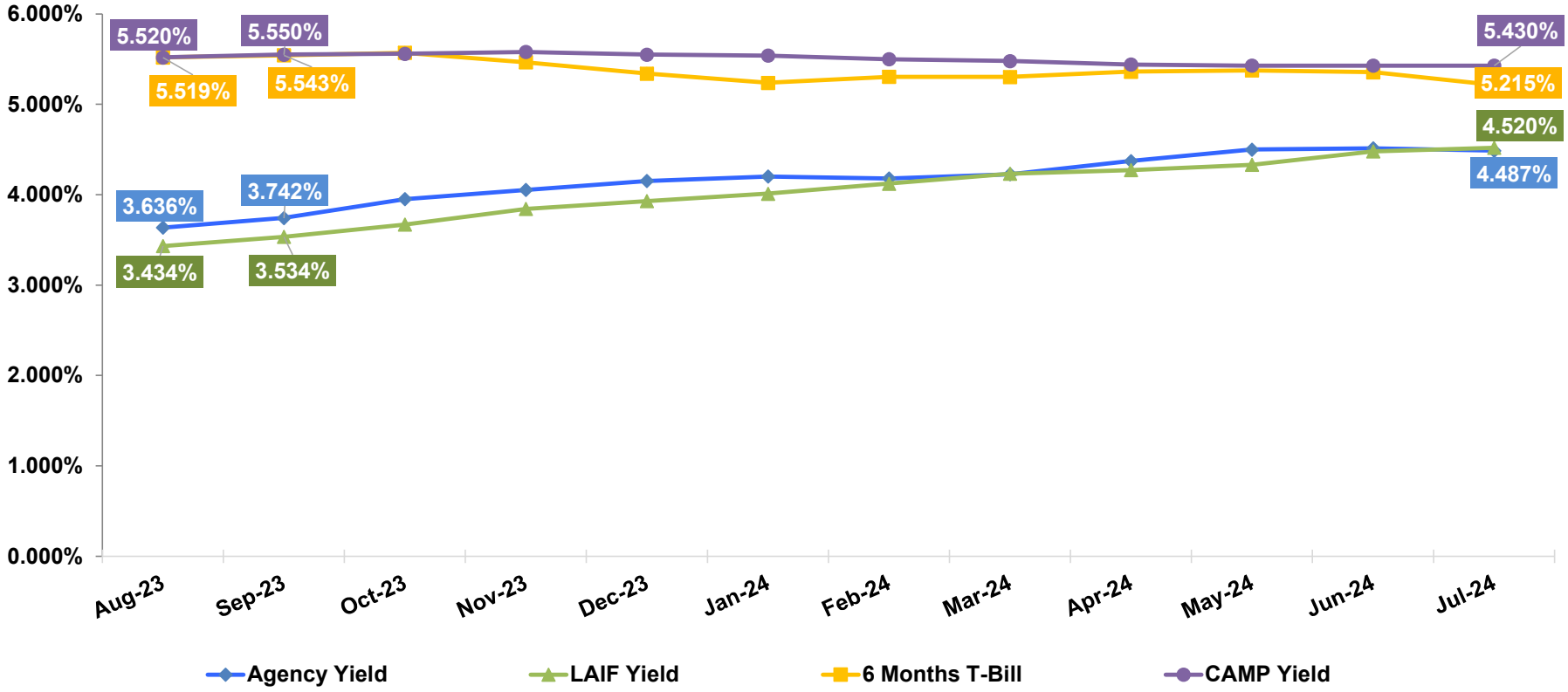


Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Month Ended July 31, 2024
Agency Investment Portfolio Maturity Distribution (Unrestricted)
$346,923,183



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	731-1095 days	Over 1095 days
LAIF+CAMP	$219,910,456					
GSE+CD+MTN+MUNI+CMBS+Term	$0	$10,100,000	$8,272,547	$42,250,033	$17,776,217	$48,613,930
Percent	63.40%	2.91%	2.38%	12.18%	5.12%	14.01%

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Month Ended July 31, 2024
Agency Investment Portfolio Yield Comparison



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
• https://sawpa.zoom.us/j/86781176643	• 1 (669) 900-6833
• Meeting ID: 867 8117 6643	• Meeting ID: 867 8117 6643

This meeting will be conducted in person at the address listed above. As a convenience, members of the public may also participate virtually using one of the options set forth above. Any member of the public may listen to the meeting or make comments to the Commission using the call-in number or Zoom link above. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

REGULAR COMMISSION MEETING
TUESDAY, SEPTEMBER 3, 2024 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Bruce Whitaker, 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).

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, September 2, 2024. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

4. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the SAWPA Commission subsequent to the posting of the agenda.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

A. APPROVAL OF MEETING MINUTES: AUGUST 20, 2024
Recommendation: Approve as posted.

B. TREASURER'S REPORT: JULY 2024
Recommendation: Approve as posted.

6. NEW BUSINESS

A. INTEGRATED CLIMATE ADAPTATION AND RESILIENCY PROGRAM REGIONAL RESILIENCE PLANNING AND IMPLEMENTATION GRANT PROGRAM: DEVELOPMENT OF THE SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN – WORKFLOW (CM#2024.49)
Presenter: Rachel Gray
Recommendation: Receive and file.

B. REGIONAL WATER QUALITY MONITORING TASK FORCE – SANTA ANA REGIONAL MONITORING PROGRAM AND DATA VIEWER DASHBOARD (CM#2024.50)
Presenter: Rick Whetsel
Recommendation: Receive and file.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. GENERAL MANAGER REPORT
Presenter: Jeff Mosher

B. CHAIR'S COMMENTS/REPORT

C. COMMISSIONERS' COMMENTS

D. 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:

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.gov 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.gov, 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 August 29, 2024, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

2024 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**
1/2/24 ~~Commission Workshop~~ [cancelled] 1/16/24 Regular Commission Meeting	2/6/24 Commission Workshop 2/20/24 Regular Commission Meeting
March	**April**
3/5/24 ~~Commission Workshop~~ [cancelled] 3/19/24 Regular Commission Meeting	4/2/24 Commission Workshop 4/16/24 ~~Regular Commission Meeting~~ [cancelled]
May	**June**
5/7/24 ~~Commission Workshop~~ [cancelled] 5/21/24 Regular Commission Meeting 5/7 – 5/9/24 ACWA Spring Conference, Sacramento, CA	6/4/24 Commission Workshop 6/18/24 Regular Commission Meeting
July	**August**
7/2/24 Commission Workshop 7/16/24 Regular Commission Meeting	8/6/24 Commission Workshop 8/20/24 Regular Commission Meeting
September	**October**
9/3/24 Commission Workshop 9/17/24 Regular Commission Meeting	10/1/24 Commission Workshop 10/15/24 Regular Commission Meeting
November	**December**
11/5/24 Commission Workshop 11/19/24 Regular Commission Meeting	12/3/24 Commission Workshop 12/17/24 Regular Commission Meeting 12/3 – 12/5/24 ACWA Fall Conference, Palm Springs, CA

The Metropolitan Water District of Southern California

Agenda

The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

Board of Directors

September 10, 2024

12:00 PM

Tuesday, September 10, 2024 Meeting Schedule
08:30 a.m. EOP 11:30 a.m. Break 12:00 p.m. BOD

Agendas, live streaming, meeting schedules, and other board materials are available here: https://mwdh2o.legistar.com/Calendar.aspx. Written public comments received by 5:00 p.m. the business days before the meeting is scheduled will be posted under the Submitted Items and Responses tab available here: https://mwdh2o.legistar.com/Legislation.aspx.

If you have technical difficulties with the live streaming page, a listen-only phone line is available at 1-877-853-5257; enter meeting ID: 891 1613 4145.

Members of the public may present their comments to the Board on matters within their jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference 1-833-548-0276 and enter meeting ID: 815 2066 4276 or to join by computer click here.

MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012
Teleconference Locations:
525 Via La Selva • Redondo Beach, CA 90277
City Hall • 303 W. Commonwealth Avenue • Fullerton, CA 92832

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1. Call to Order

a. Invocation: TBD

b. Pledge of Allegiance: TBD

2. Roll Call

3. Determination of a Quorum

4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code §54954.3(a))

5. OTHER MATTERS AND REPORTS

Boardroom

A. Report on Directors' Events Attended at Metropolitan's Expense **21-3713**

B. Chair's Monthly Activity Report **21-3714**

C. Interim General Manager's summary of activities **21-3715**

D. General Counsel's summary of activities **21-3716**

E. General Auditor's summary of activities **21-3717**

F. Ethics Officer's summary of activities **21-3718**

G. Presentation of 5-year Service Pin to Director Tana McCoy, City of Compton **21-3813**

H. Presentation of 5-year Service Pin to Director Tracy Quinn, City of Los Angeles **21-3771**

I. Presentation of Commendatory Resolution for Director Judy Abdo representing City of Santa Monica **21-3786**

**** CONSENT CALENDAR ITEMS -- ACTION ****

6. CONSENT CALENDAR OTHER ITEMS - ACTION

A. Approval of the Minutes of the Board of Directors Meeting for August 20, 2024 (Copies have been submitted to each Director, any additions, corrections, or omissions) **21-3719**

B. Approve Committee Assignments

7. CONSENT CALENDAR ITEMS - ACTION

7-1 Authorize an agreement with IDS Group Inc. in an amount not to exceed $400,000 for design services to rehabilitate the heating, ventilation, and air conditioning system at Metropolitan Headquarters Building; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOT) **21-3721**

Attachments: 09102024 EOT 7-1 B-L

7-2 Adopt the Mitigated Negative Declaration for the West Valley Feeder No. 1 Stage 3 Improvements Project and take related CEQA actions (EOT) **21-3724**

Attachments: 09102024 EOT 7-2 B-L

7-3 Award a $1,285,000 contract to Resource Environmental Incorporated for abatement and roof replacement of houses at four Colorado River Aqueduct Pumping Plant villages; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOT) **21-3725**

Attachments: 09102024 EOT 7-3 B-L

7-4 Authorize the General Manager to enter into agreements with the Plumas Community Protection I Forest Resilience Bond LLC, North Feather I Forest Resilience Bond LLC, and Upper Butte Creek I Forest Resilience Bond LLC to establish watershed partnerships and forest health pilot investigations in the Northern Sierra Nevada; each agreement is not to exceed $200,000 per year for a maximum of two years; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (OWS) **21-3732**

7-5 Approve the Metropolitan Water District of Southern California's salary schedules pursuant to CalPERS regulations; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOP) **21-3748**

7-6 Express support for Proposition 4, The Safe Drinking Water,Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (Leg) **21-3760**

**** END OF CONSENT CALENDAR ITEMS ****

8. OTHER BOARD ITEMS - ACTION

8-1 Authorize a $40 million increase to an existing agreement with J.F. Shea Construction Inc. to purchase long-lead equipment for the Sepulveda Feeder Pump Stations Project, for a new not-to-exceed amount of $50.4 million; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (This action is part of a series of projects that are being undertaken to improve the supply reliability for State Water Project dependent areas.) (EOT) **21-3722**

Attachments: 09102024 EOT 8-1 B-L

8-2 Authorize an amended and restated agreement with the Los Angeles County Sanitation District for shared implementation of the advanced water purification facility for Pure Water Southern California; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (EOT) **21-3723**

8-3 Report on litigation in Darren A. Reese v. Metropolitan Water District of Southern California, Riverside County Superior Court Case No. CVPS2204312; and authorize increase in the maximum amount payable under a contract for legal services with Seyfarth Shaw LLP in the amount of $TBD for a total amount not to exceed $TBD; 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 Gov. Code Section 54956.9(d)(1)] (LC) **21-3787**

9. BOARD INFORMATION ITEMS

9-1 Conservation Report **21-3720**

9-2 Proposed Modifications to the Reverse Cyclic Program (OWS) **21-3734**

9-3 Update on proposed agreements with Western Canal Water District and Richvale Irrigation District for water transfer options and first rights of refusal during 2025 through 2027 (OWS) **21-3780**

10. OTHER MATTERS

NONE

11. FOLLOW-UP ITEMS

NONE

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

NOTE: Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parenthesis at the end of the description of the agenda item, e.g. (EOT). Board agendas may be obtained on Metropolitan's Web site https://mwdh2o.legistar.com/Calendar.aspx

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site https://mwdh2o.legistar.com/Calendar.aspx.

Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
11:00 a.m. – August 22, 2024
Mr. James Curatalo, Chair
Mr. Jeff Pierson, Vice-Chair
At The Offices Of
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

PUBLIC COMMENTS
This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

AGENDA – ADDITIONS/REORDER

SAFETY MINUTE

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

A. MINUTES
Approve as presented:
1. Minutes of the Watermaster Board Meeting held June 27, 2024

B. FINANCIAL REPORTS
Receive and file as presented:
Monthly Financial Reports for the Periods Ended May 31, 2024 and June 30, 2024

C. APPLICATION: WATER TRANSACTION – 2,000 AF WEST VALLEY WATER DISTRICT TO NIAGARA BOTTLING, LLC
Approve the proposed transaction.

D. APPLICATION: WATER TRANSACTION – 7,500 AF CUCAMONGA VALLEY WATER DISTRICT TO FONTANA WATER COMPANY
Approve the proposed transaction.

E. APPLICATION: WATER TRANSACTION – 3.5 AF NICHOLSON FAMILY TRUST TO FONTANA WATER COMPANY
Approve the proposed transaction.

II. BUSINESS ITEMS

A. 2022 SAFE YIELD METHODOLOGY (INFORMATION ONLY)

B. WATER RIGHTS AND REPLENISHMENT FORECASTING TOOL (INFORMATION ONLY)

C. TASK ORDERS AND PROJECT MANAGEMENT FOR ENGINEERING SERVICES (INFORMATION ONLY)

D. ANNUAL DATA COLLECTION AND EVALUATION REPORT (2017 SY COURT ORDER, § 4.5)
Receive and file the report as presented.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. August 29, 2024 Court Hearing (Appropriative Pool Motion for Costs and Fees)
2. Court of Appeal Consolidated Cases No. E080457 and E082127 (City of Ontario appeal re 2021-22 and 2022-23 Assessment Packages)
3. Court of Appeal Case No. E080533 (Cities of Chino, Ontario appeal re 2022-23 Watermaster budget expenses to support CEQA analysis)
4. Kaiser Permanente Lawsuit

B. ENGINEER

1. 2025 Safe Yield Reevaluation
2. Board Requested Recharge Analysis

C. GENERAL MANAGER

1. 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.

1. General Manager Performance Evaluation

VII. FUTURE MEETINGS AT WATERMASTER

08/22/24	Thu	11:00 a.m.	Watermaster Board
08/27/24	Tue	9:00 a.m.	2025 Safe Yield Reevaluation Workshop – Scenario Design #4
08/27/24	Tue	12:00 p.m.	Groundwater Recharge Coordinating Committee (GRCC)
09/12/24	Thu	9:00 a.m.	Appropriative Pool Committee
09/12/24	Thu	11:00 a.m.	Non-Agricultural Pool Committee
09/12/24	Thu	1:30 p.m.	Agricultural Pool Committee
09/19/24	Thu	9:00 a.m.	Advisory Committee
09/26/24	Thu	9:30 a.m.	Watermaster Orientation*
09/26/24	Thu	11:00 a.m.	Watermaster Board

* The Watermaster Orientation series are held in person only with no remote access.

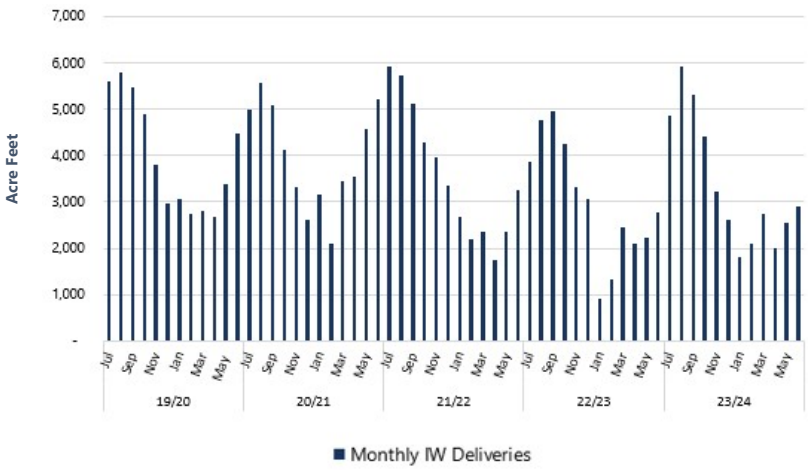
ADJOURNMENT

GENERAL MANAGER'S REPORT

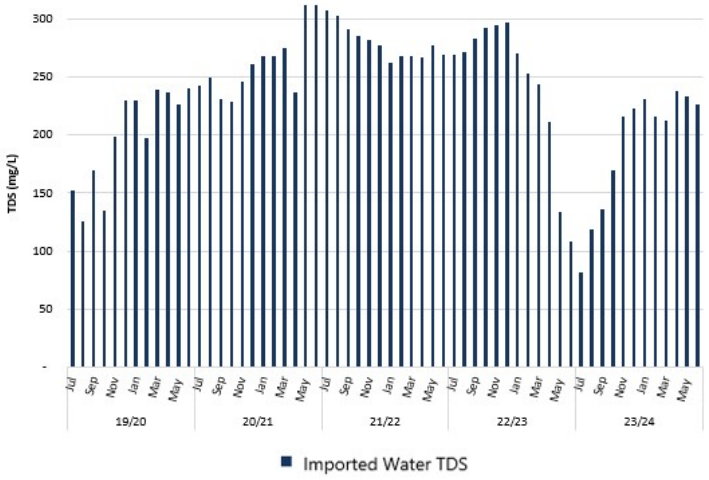
SEPTEMBER 2024

Imported Water

Full Service Imported Water Deliveries Summary (FY 2019/20 to 2023/24)

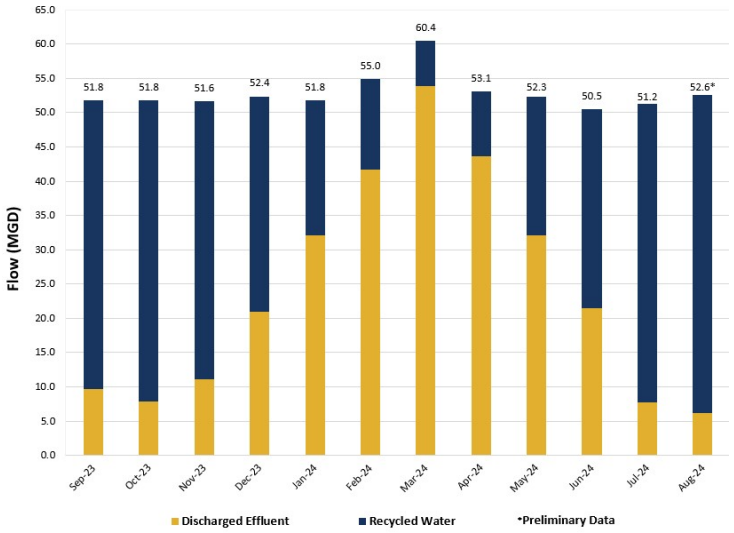


Imported Water TDS Summary (FY 2019/20 to 2023/24)

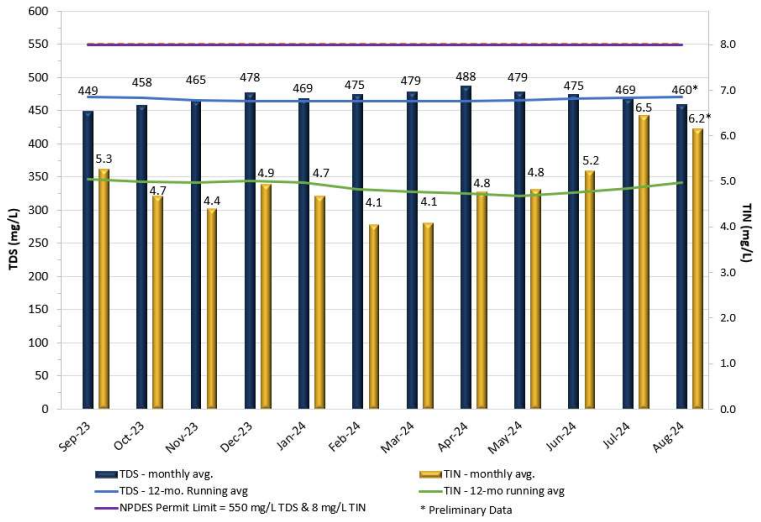


Recycled Water

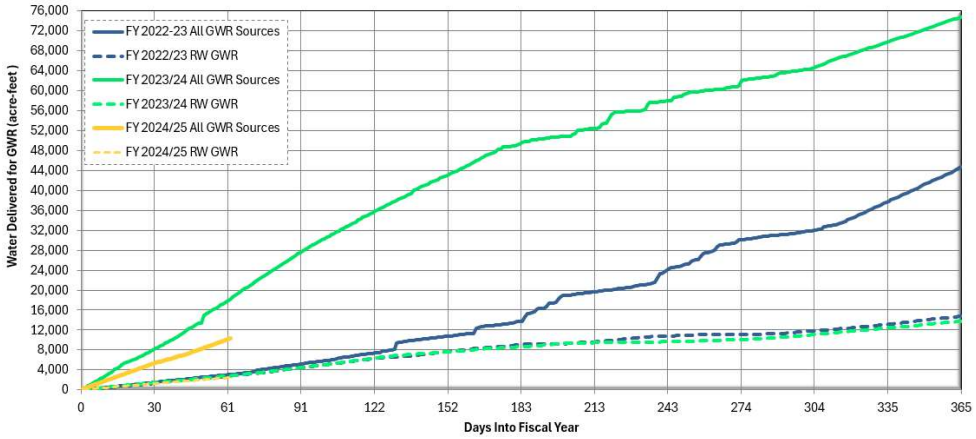
Recycled Water Use



Agency-Wide Effluent TDS & TIN



Groundwater Recharge

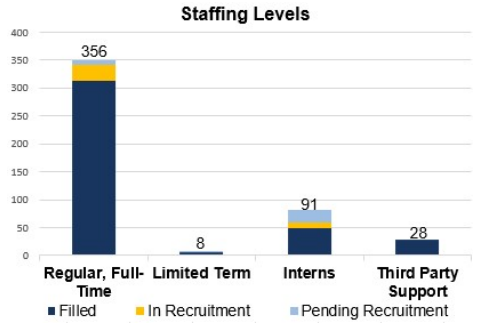


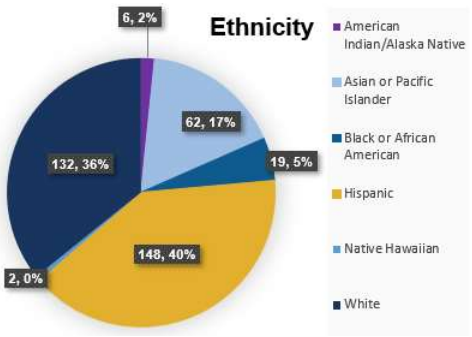
AUGUST 2024 NOTES:

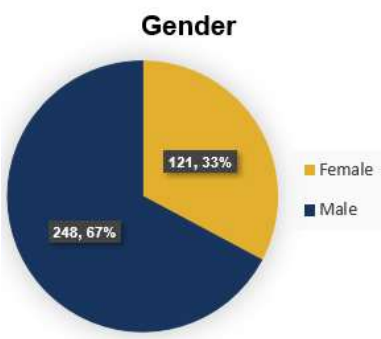
- Total stormwater and dry weather flow recharged was preliminarily estimated at 40.2 acre-feet.
- Recycled water delivered for recharge totaled 1,182 acre-feet.
- There was 3,652 acre-feet of imported water recharged in the Chino Basin from MWD and SAWCo.
- Chino Basin Watermaster removed 4.2% for evaporation losses from delivered supplemental water sources (imported water and recycled water).
- Considering evaporation losses, total recharge was preliminarily estimated at 4,672 acre-feet.

Human Resources

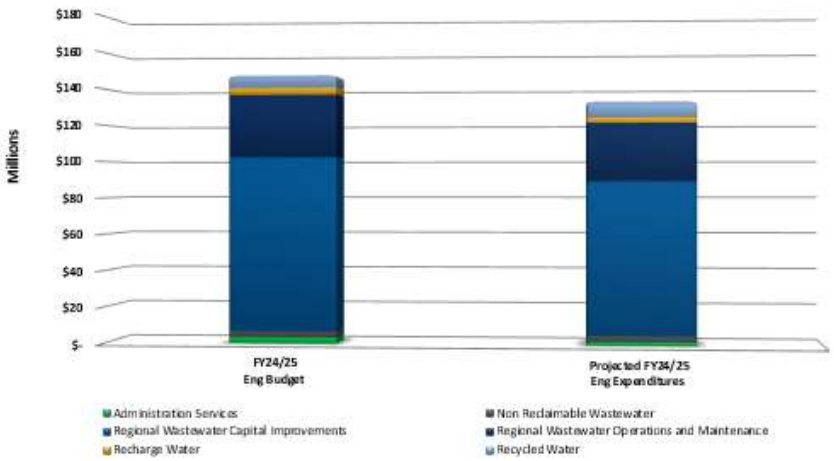
Pulse of the Organization





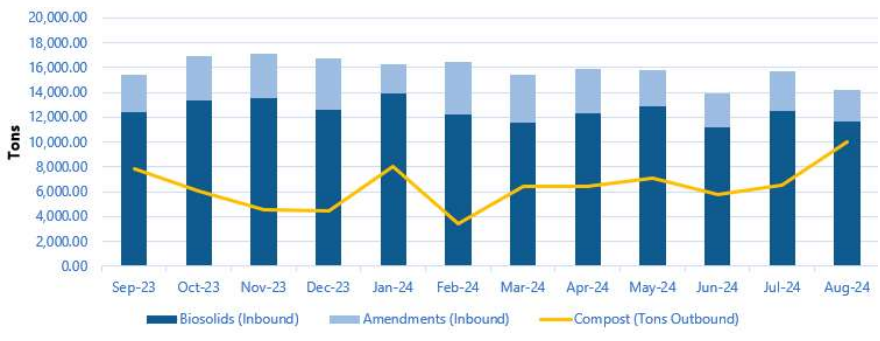


Engineering & Construction Management FY 2024/25 Budget Status Update



Biosolids/Compost

IERCF Inbound & Outbound



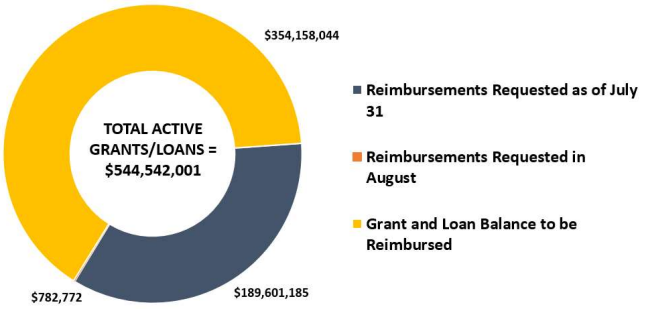
Grants

Grant Agreements and Applications

FUNDING INVOICES SUBMITTED

$298K	State Water Resources Control Board – Prop 68 Grant – CDA Operations & Maintenance (O&M) Chino Basin Improvement & Groundwater Cleanup Project
$258K	State Water Resources Control Board – SRF Loan Clean Water State Revolving Funding Program – Storm Water Management Facilities: Wineville, Jurupa, and RP-3 Basin Improvements
$118K	State Water Resources Control Board – Prop 1 Grant – Storm Water Management Facilities: Wineville, Jurupa, and RP-3 Basin Improvements
$109K	California Department of Parks and Recreation – Habitat Conservation Fund – Discover the Environment and Water

Financial Update



Agency Highlights

- On August 7, members of the Operations and Maintenance team attended a Strategic Objectives Workshop with consultants to collaborate on goals and objectives for new Leadership Training. The consultant led the team on several interactive challenges to assist in developing the curriculum.
- On August 12, the External Affairs team was in the back-to-school spirit and had the opportunity to visit Cucamonga Valley Water District's Environmental Learning Center. The visit provided the team with valuable insights into CVWD's water education curriculum and facility and served as a reminder of the critical role that water agencies play in ensuring the successful facilitation of engaging water education programs. Overall, it was a rewarding and educational opportunity that will help the team better serve our communities for the 2024-25 school year and beyond. We thank CVWD for their partnership and commitment to water-wise education.
- On August 21, the Chino Valley Chamber of Commerce held a graduation celebration recognizing those that participated in this year's Leadership Collaborative. The Chino Valley Leadership Collaborative is a 10-month long program composed of representatives from various business organizations. This program provides tours of important organizations within Chino, Chino Hills, and neighboring areas. Participants had the opportunity to form relationships with leaders across industries. Additionally, participants work together to identify a community issue and identify a solution to execute upon. This year's event recognized IEUA's program participants Budget Officer Paula Hooven and Operations Supervisor Ivan Cheng. In addition, IEUA's Board member Steve Elie served on the event's panel discussion highlighting the importance of innovation and showcasing the many innovative approaches and projects IEUA has implemented to better the region and increase resource reliability.
- On August 28, External Affairs and the Laboratory staff hosted a Water Quality Celebration in honor of Water Quality Month. The event featured Laboratory tours and a thrilling escape room activity, where attendees gained firsthand insight into the Laboratory's rigorous testing pr while enjoying a fun, team-building experience.

Bid and Award Look Ahead Schedule

Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Nov-24		
1	EN22044.00 RP-1 Thickening Building & Acid Phase Digester	9/25/2024	11/20/2024
	Dec-24		
2	EN21045.00 Montclair Force Main Improvements	10/30/2024	12/18/2024
3	EN22022.00 RP-1 Air Compressor Upgrades	10/28/2024	12/18/2024
4	EN25026.00 Non-Reclaimable Waste Manhole FY 24/25	11/5/2024	12/18/2024
5	EN25041.00 Collection System Upgrades FY 24/25	11/5/2024	12/18/2024
	Jan-25		
6	EN20057.00 RP-4 Process Improvements Phase II	11/5/2024	1/15/2025
7	EN23003.00 Central Plant Cooling Tower Replacement	11/17/2024	1/15/2025
	Feb-25		
8	EN23089.02 Chino Avenue Trunk Critical Repairs	12/27/2024	2/19/2025
9	EN24059.00 Chino Hills Trunk-014 Sewer Siphon CIPP Repair	12/27/2024	2/19/2025
	Apr-25		
10	EN23002.00 Philadelphia Lift Station Force Main Improvements	2/22/2025	4/16/2025
11	EN23036.00 San Bernardino Ave Lift Station Reliability Improvements	3/3/2025	4/16/2025
	Jun-25		
12	EN23119.00 RW SCADA Migration	3/26/2025	6/18/2025
	Aug-25		
13	EN23113.01 RW/GRW Safety Work Improvements for Basin Gate Actuator Access	6/18/2025	8/20/2025
	Sep-25		
14	EN21053.00 RP-1 Filter Effluent Structure #2 Rehabilitation	7/30/2025	9/17/2025
15	EN21041.00 RP-4 Chlorine Contact Basin Cover Repair & RW Wet Well Passive Overflow Line	7/30/2025	9/17/2025
16	EN23102.00 RP-1 New Parking Lot	6/29/2025	9/17/2025

Emergency Projects

FY24/25 Emergency Projects

Agency Wide

	Project ID	Contractor	Task Order Description/Project Name	Location	TO #	Original Not-to-Exceed /Estimate	Actual Cost thru 8/31/2024	Date of Award	Status
1	EN24052.00	Sancon Technologies	Sewer Improvements at Union Pacific Crossings	City of Ontario	N/A	520,000	139,739	8/26/2024	Active
					Sub Totals	520,000	139,739		
					Grand Total	**520,000**	**139,739**		

August Emergency Project(s)

Contractor	Task Order Description	Details of the Circumstances/Cause of Emergency	Scope of Repair	Location	Date of Call Out	Not-to-Exceed /Estimate
Sancon Technologies	Sewer Improvements at Union Pacific Crossings	The Union Pacific Railroad (UPRR) is building a second track over the top of the existing sewers just north of Ontario Airport and they were concerned with a potential failure of either pipeline prior to them adding additional live load. In response, the collections group performed a CCTV of both sewers and found some separation, resulting in the Emergency call-out to temporarily repair the segments under the new rail line being constructed now. The deadline for pipeline repair, as dictated by UPRR, is mid to late November 2024 thus requiring the emergency work. These two (2) pipelines will eventually be replaced under a separate project.	CIPP Liner (2 Segments total): 214 lineal feet if 18" Liner on the Upland interceptor Relief Sewer, and 226 lineal feet of 21" Liner on the Grove Avenue Outfall Sewer	Under the Union Pacific Railroad at Holt Blvd. and Imperial Avenue on the north side, and Airport Drive on the south side; in the City of Ontario	8/26/2024	$520,000