

NOTICE OF MEETING

OF THE
**FINANCE, LEGAL, AND
ADMINISTRATION
COMMITTEE**

OF THE
BOARD OF DIRECTORS
OF THE



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

IS SCHEDULED FOR
WEDNESDAY, MARCH 11, 2015
11:00 A.M.

*Or immediately following the
Engineering, Operations, and Biosolids Management
Committee Meeting*

AT THE ADMINISTRATION HEADQUARTERS
6075 Kimball Avenue, Building A
Chino, CA 91708



**FINANCE, LEGAL, AND ADMINISTRATION
COMMITTEE MEETING
OF THE BOARD OF DIRECTORS
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, MARCH 11, 2015
11:00 A.M.**

*Or immediately following the
Engineering, Operations, and Biosolids Management
Committee Meeting*

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Finance, Legal, and Administration Committee meeting minutes of January 14, 2015.

B. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Committee/Board approve the total disbursements for the month of January 2015 in the amount of \$11,618,767.82.

C. ADOPTION OF THE REGIONAL WASTEWATER EDU VOLUMETRIC RATE FOR FISCAL YEAR 2015/16 THROUGH 2019/20

It is recommended that the Board of Directors adopt Rate Resolution 2015-3-1, establishing service rates for improvement district "C" for Fiscal Year (FY) 2015/16 through 2019/20 for the EDU volumetric rate for the Regional Wastewater Program.

D. PROCUREMENT ORDINANCE REVISIONS

It is recommended that the Committee/Board hold a Public Hearing to receive comments, and upon conclusion of the Public Hearing, adopt Ordinance No. 101; establishing and setting forth the policies governing Agency authority and dollar limits for procurement and procurement-related activities.

E. OFFICE SUPPLIES CONTRACT

It is recommended that the Committee/Board

1. Approve the award of a competitively-let contract to Office Depot Office Max of Baton Rouge, FL, (Contract No. 4600001835) through February 28, 2020; for the supply and delivery of office supplies; and
2. Authorize the General Manager to execute the contract.

F. GRAINGER CONTRACT

It is recommended that the Committee/Board:

1. Approve the award of a competitively-let contract (Contract No. 4600001831) with Grainger of Ontario, through October 20, 2019; for the supply and delivery of maintenance, repair, and operating (MRO) related supplies; and
2. Authorize the General Manager to execute the contract.

G. COPIER LEASE AGREEMENT

It is recommended that the Committee/Board:

1. Approve the award of a five-year lease to Konica Minolta through March 31, 2020, for the supply and delivery of 14 various size multi-function copier machines; and
2. Authorize the General Manager to execute the lease agreement.

H. FISCAL YEAR 2015/16 THROUGH 2024/25 TEN-YEAR CAPITAL IMPROVEMENT PLAN

It is recommended that the Committee/Board approve the proposed Fiscal Year (FY) 2015/16 through 2024/25 Ten-Year Capital Improvement Plan (TYCIP).

I. WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY

It is recommended that the Committee/Board:

1. Amend the professional services contract (Contract No.4600001658) with Carollo Engineers for the Wastewater, Water, and Recycled Water Rate and Fee Study, for a not-to-exceed amount of \$334,963; and
2. Authorize the General Manager to execute the contract.

J. CONTRACT AWARD FOR INTEGRATED RESOURCES PLAN WEAP MODEL RESILIENCY TESTING

It is recommended that the Committee/Board:

1. Award a professional services contract to RAND for Integrated Resources Plan WEAP Model Resilience Testing to augment the Integrated Resources Plan (Project No. WR14019), for a not-to-exceed amount of \$75,000 to increase the total project budget from \$539,179 to \$614,179; and
2. Authorize the General Manager to execute the contract.

2. INFORMATION ITEMS

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

B. FY 2014/15 SECOND QUARTER BUDGET VARIANCE, PERFORMANCE GOALS UPDATES, AND BUDGET TRANSFER (WRITTEN/POWERPOINT)

C. INLAND BIOENERGY PROJECT UPDATE (POWERPOINT)

3. GENERAL MANAGER'S COMMENTS

4. COMMITTEE MEMBER COMMENTS

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

6. ADJOURN


*A Municipal Water District

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

Proofed by: BR

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, March 5, 2015.



April Woodruff

**ACTION
ITEM**

1A

MINUTES

FINANCE, LEGAL, AND ADMINISTRATION COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, FEBRUARY 11, 2015
11:00 AM

COMMITTEE MEMBERS PRESENT

Gene Koopman, Chair
Steven J. Elie

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Sharmeen Bhojani, Manager of Human Resources
Pietro Cambiaso, Senior Engineer
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Francis Concemino, Associate Engineer
Warren Green, Manager of Contracts and Facilities Services
Jason Gu, Grants Officer
Majid Karim, Acting Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None.

The meeting was called to order at 11:03 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Finance, Legal, and Administration Committee meeting minutes of December 10, 2014.
- ◆ Recommended that the Board approve the total disbursements for the month of December 2014 in the amount of \$18,559,270.91;

as a Consent Calendar Item on the February 18, 2015 Board meeting agenda.
- ◆ Recommended that the Board adopt Resolution No. 2015-2-1, to authorize the Agency:
 - a. To enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a grant application submitted on January 23, 2015;

- b. To execute a grant agreement, any amendments and grant related documents thereto with the USBR; and
- c. To negotiate a Grant Administration Agreement with the Chino Basin Watermaster (CBWM) that will allow the Agency to administer the grant;

as a Consent Calendar Item on the February 18, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the Single Audit Report for the Fiscal Year 2013/14; and
2. Direct staff to distribute the report, as appropriate, to the State Controller's Office, the Federal Audit Clearing House, and other interested parties;

as a Consent Calendar Item on the December 17, 2014 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the Agency-wide memberships and affiliations for FY 2015/16, in the amount of \$178,718 as detailed in the Agency-wide membership listing; and
2. Adopt Resolution No. 2015-2-2, authorizing Agency organizational memberships and affiliations;

as a Consent Calendar Item on the February 18, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$15,000,000, to meet the Agency's contractual obligations for the Wineville projects; and
2. Authorize the General Manager to execute the budget appropriation;

as an Action Item on the February 18, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Award the services contract (Contract No. 46000001816) to clean Digester No. 2 at Regional Plant No. 2 (RP-2) to Synagro-WWT, Inc., for a not-to-exceed amount of \$449,667; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the February 18, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the construction contract award for the RP-1 Flare System Improvements, Project No. EN13046, to W.A. Rasic Construction for the a not-to-exceed amount of \$406,600; and

2. Authorize the General Manager to finalize and execute the contract;
as a Consent Calendar Item on the December 17, 2014 Board meeting agenda.
2014 Board meeting agenda.

INFORMATION ITEMS

The following information items were presented, or received and filed by the Committee:

- ◆ Treasurer's Report of Financial Affairs
- ◆ Engineering Strategic Planning

GENERAL MANAGER'S COMMENTS

None.

COMMITTEE MEMBER COMMENTS

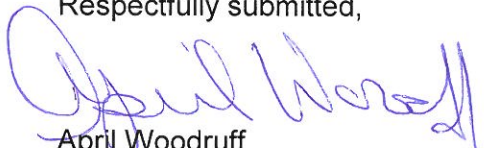
None.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

None.

With no further business, the meeting adjourned at 11:50a.m.

Respectfully submitted,


April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MARCH 11, 2015


**ACTION
ITEM**


1B


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (3/11/15)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Treasurer's Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of January 2015 in the amount of \$11,618,767.82.

BACKGROUND

January disbursement activity includes vendor payments (check numbers 206784-207057) of \$5,813,417.51 and workers compensation payments (check numbers 04004-04038) of \$17,365.95. The total amount of ACH and wire transfer payments is \$5,778,708.25, which includes payroll taxes in the amount of \$644,955.79. The total employee pay was \$1,316,102.38. The total pay for the Board of Directors was \$6,251.42.

Payment Type		Transactions	Total Amount
Check	Vendors	274	5,813,417.51
	Workers-Comp	35	17,365.95
	Payroll-Directors'	5	6,251.42
	Payroll-Others	4	3,024.69
Subtotal Check		318	\$5,840,059.57
ACH		121	\$591,224.73
Wire Transfer	Payroll-Net Pay	2	1,313,077.69
	Others	18	3,874,405.83
Subtotal Wires		20	\$5,187,483.52
TOTAL		459	\$11,618,767.82

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

Vendor	Amount	Description
MWD	\$ 2,539,678.74	November 2014 Water Purchase
CCL Contracting	\$ 934,491.26	EN06025- Wineville Seg. A 12/14 Pay Est 4
Mike Bubalo Construction	\$ 930,594.55	EN13045- Wineville RW Ext. 12/14 Pay Est 2
CalPERS	\$ 679,095.25	P/R 1 & 2 PERS Contributions, 1/15 Health Ins
San Bernardino County	\$ 523,970.00	EN15043-Easement Acqstn WO #961601-1F

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Bank	CITIZENS BUSINESS BANK	ONTARIO CA 917610000				
Bank Key	122234149					
Acct number	CHECK 231167641					
Check						
Check number from to	Payment	Emnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
206784	2200063689	01/09/2015	USD	749.32	ACCUSTANDARD INC NEW HAVEN CT	01/13/2015
206785	2200063700	01/08/2015	USD	16,189.50	ABI CASC CONSULTING COLTON CA	01/14/2015
206786	2200063675	01/08/2015	USD	423.01	AIRGAS WEST INC PASADENA CA	01/28/2015
206787	2200063685	01/08/2015	USD	71.96	ALL AMERICAN CRANE MAINTENANCE WALNUT CA	01/13/2015
206788	2200063686	01/08/2015	USD	183.00	AMERICAN CHEMICAL SOCIETY COLUMBUS OH	01/16/2015
206789	2200063702	01/08/2015	USD	190.84	AMERICAN MATERIAL COMPANY LAKE ELISINORE CA	01/14/2015
206790	2200063707	01/08/2015	USD	2,245.00	AMP MECHANICAL INC COSTA MESA CA	01/16/2015
206791	2200063698	01/08/2015	USD	265.00	BARCOCK LABORATORIES, INC RIVERSIDE CA	01/15/2015
206792	2200063730	01/08/2015	USD	36.96	BARRER, SAURMUNO CHINO HILLS CA	01/21/2015
206793	2200063712	01/08/2015	USD	15,295.00	BON AIR INC LOS ANGELES CA	01/14/2015
206794	2200063670	01/08/2015	USD	825.50	BRITHNER ELECTRIC COLTON CA	01/14/2015
206795	2200063705	01/08/2015	USD	945.01	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	01/14/2015
206796	2200063697	01/08/2015	USD	126,367.12	BUTLER ENGINEERING INC TUSTIN CA	01/13/2015
206797	2200063693	01/08/2015	USD	251.34	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	01/13/2015
206798	2200063726	01/08/2015	USD	6,003.00	CALIFORNIA STRAPELERS ILC IRVINE CA	01/14/2015
206800	2200063738	01/08/2015	USD	19,863.12	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	01/12/2015
206801	2200063727	01/08/2015	USD	201.43	CAMACHO, MICHAEL, CHINO HILLS CA	01/12/2015
206802	2200063733	01/08/2015	USD	147.63	CARL H TAYLOR III CRYETAL RIVER FL	01/15/2015
206803	2200063716	01/08/2015	USD	15.00	CHARLES, DAVID CHINO HILLS CA	02/02/2015
206804	2200063726	01/08/2015	USD	20.61	CHAVEZ, NESTOR C CHINO HILLS CA	01/16/2015
206805	2200063717	01/08/2015	USD	754.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	01/16/2015
206806	2200063721	01/08/2015	USD	819.89	CITY OF CHINO CHINO CA	01/16/2015
206807	2200063740	01/08/2015	USD	14,819.00	CIVIC PUBLICATIONS INC LA VERNE CA	01/12/2015
206808	2200063690	01/08/2015	USD	155.27	CONCEMNO, FRANCIS CHINO HILLS CA	01/13/2015
206809	2200063734	01/08/2015	USD	29,800.00	CONSTRUCTION INC RANCHO CUCAMONGA CA	01/20/2015
206811	2200063671	01/08/2015	USD	171.36	DAGAN, EDWARD CHINO HILLS CA	01/29/2015
206812	2200063704	01/08/2015	USD	773.95	DATALDK COMPANY, THE LOS ANGELES CA	01/15/2015
206813	2200063683	01/08/2015	USD	250.00	DAVE'S PLUMBING CHINO CA	01/14/2015
206814	2200063679	01/08/2015	USD	148.89	DELL MARKETING L P PASADENA CA	01/19/2015
206815	2200063701	01/08/2015	USD	279.18	DME INC SANTA FE SPRINGS CA	01/14/2015
206816	2200063700	01/08/2015	USD	687.23	DOWNNS ENERGY CORONA CA	01/14/2015
206817	2200063739	01/08/2015	USD	1,891.67	EL NATIVO GROWERS INC AZUSA CA	01/14/2015
206818	2200063674	01/08/2015	USD	154.17	ELIE, STEVE CHINO HILLS CA	01/14/2015
206819	2200063672	01/08/2015	USD	3,449.13	FERRERA COASTAL CONSTRUCTION BRANCHBURG NJ	01/13/2015
206820	2200063714	01/08/2015	USD	105.30	FIRST AID 2000 HUNTINGTON BEACH CA	01/14/2015
206821	2200063692	01/08/2015	USD	40.53	FISHER SCIENTIFIC LOS ANGELES CA	01/13/2015
206822	2200063721	01/08/2015	USD	30,287.71	FLO SERVICES, INC. RIBBANK CA	01/26/2015
206823	2200063681	01/08/2015	USD	562.65	FLORENCE FLEHER CORP COMPTON CA	01/14/2015
206824	2200063703	01/08/2015	USD	428.81	FONTANA WATER COMPANY FONTANA CA	01/14/2015
206825	2200063676	01/08/2015	USD	660.45	GEORGE T HALL OD INC ANAHEIM CA	01/14/2015
206826	2200063742	01/08/2015	USD	28,611.44	GIC TRANSFORT INC BAKERSFIELD CA	01/13/2015
206827	2200063673	01/08/2015	USD	5,875.56	GRAINGER PALATINE IL	01/14/2015
				205.97	HALL, JASHIN CHINO HILLS CA	01/14/2015
				596.93	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/14/2015

Bank: CBB
 Bank Key: 122234149
 Acct number: CBBR 231167641
 CITIZENS BUSINESS BANK

ONTARIO CA 917610000

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206828	2200063725	01/08/2015	USD	25.76	HUSS, KERRY CHINO HILLS CA	01/13/2015	
206829	2200063723	01/08/2015	USD	204.00	IRUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	02/04/2015	
206830	2200063724	01/08/2015	USD	68.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	01/16/2015	
206831	2200063687	01/08/2015	USD	291.60	KONICA MINOLTA PASADENA CA	01/14/2015	
206832	2200063695	01/08/2015	USD	385.55	LOCKMASTERS USA INC PANAMA CITY FL	01/28/2015	
206833	2200063699	01/08/2015	USD	9,527.80	LOS SERRANOS GOLF & COUNTRY CLICHING HILLS CA	01/16/2015	
206834	2200063728	01/08/2015	USD	288.00	MARIA FRSOQUEZ LAS VEGAS NV	01/26/2015	
206835	2200063708	01/08/2015	USD	18,561.50	MEYERS NAVE OAKLAND CA	01/26/2015	
206836	2200063741	01/08/2015	USD	45.45	MYERS, ALAN CHINO HILLS CA	01/14/2015	
206837	2200063731	01/08/2015	USD	114.52	PENMAN, DAVID CHINO HILLS CA	01/16/2015	
206838	2200063725	01/08/2015	USD	52.19	PEKS LONG TERM CARE PROGRAM PASADENA CA	02/02/2015	
206839	2200063677	01/08/2015	USD	434.52	PEVY CASH EXPENDITURES CHINO CA	01/15/2015	
206840	2200063694	01/08/2015	USD	165.22	RED WING SHOE STORE FONTANA CA	01/20/2015	
206841	2200063737	01/08/2015	USD	384.16	ROBISON, JOHN CHINO HILLS CA	01/21/2015	
206842	2200063696	01/08/2015	USD	515,235.00	SAY BERNARDINO COUNTY SAN BERNARDINO CA	01/13/2015	
206843	2200063719	01/08/2015	USD	43,364.05	SO CALIF EDISON ROSEMEAD CA	01/23/2015	
206844	2200063720	01/08/2015	USD	681.48	SO CALIF GAS MONTEREY PARK CA	01/12/2015	
206845	2200063692	01/08/2015	USD	1,165.00	STATE WATER RESOURCES CNTRL. BRASACRAMENTO CA	01/22/2015	
206846	2200063715	01/08/2015	USD	646.00	TDC CONSULTS ALTADENA CA	01/14/2015	
206847	2200063676	01/08/2015	USD	664.17	TRANSWEST TRUCK CENTER PASADENA CA	01/26/2015	
206848	2200063732	01/08/2015	USD	395.85	TRAUGOTT, JEFF CHINO HILLS CA	01/13/2015	
206849	2200063688	01/08/2015	USD	150.00	UPLAND CHAMBER OF COMMERCE UPLAND CA	01/28/2015	
206850	2200063709	01/08/2015	USD	8,573.35	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	01/13/2015	
206851	2200063718	01/08/2015	USD	1,023.65	VERIZON CALIFORNIA DALLAS TX	01/21/2015	
206852	2200063722	01/08/2015	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	01/21/2015	
206853	2200063684	01/08/2015	USD	1,372.00	WATER EDUCATION FOUNDATION SACRAMENTO CA	01/22/2015	
206854	2200063684	01/08/2015	USD	272.00	WATER ENVIRONMENT FEDERATION BOSTON MA	01/13/2015	
206855	2200063680	01/08/2015	USD	8,624.00	WATERUSE ASSOCIATION ALEXANDRIA VA	01/26/2015	
206856	2200063735	01/08/2015	USD	30.67	YERGAN, ERNEST CHINO HILLS CA	01/21/2015	
206857	2200063778	01/15/2015	USD	569.01	AIRGAS WEST INC PASADENA CA	01/28/2015	
206858	2200063808	01/15/2015	USD	76.30	ALLIED ELECTRONICS INC FORT WORTH TX	01/26/2015	
206859	2200063866	01/15/2015	USD	2,403.12	AMERICAN MATERIAL COMPANY LAKE ELSINORE CA	01/21/2015	
206860	2200063810	01/15/2015	USD	16,815.86	APRISA TECHNOLOGY ROSELIN NY	01/21/2015	
206861	2200063803	01/15/2015	USD	701.68	ARROWHEAD MOUNTAIN SPRING WATELOUISVILLE KY	01/22/2015	
206862	2200063819	01/15/2015	USD	123.99	BAVCO LONG BEACH CA	01/20/2015	
206863	2200063788	01/15/2015	USD	641.53	BERLIN PACKAGING LLC CHICAGO IL	01/26/2015	
206864	2200063798	01/15/2015	USD	1,183.00	BLACK & VEATCH CORPORATION KANSAS CITY MO	01/22/2015	
206865	2200063779	01/15/2015	USD	194.39	BOOT BARN INC IRVINE CA	01/22/2015	
206866	2200063779	01/15/2015	USD	4,067.72	BRIHENSE ELECTRIC COLTON CA	01/26/2015	
206867	2200063759	01/15/2015	USD	114,711.17	BUITER ENGINEERING INC TUSTIN CA	01/22/2015	
206868	2200063787	01/15/2015	USD	156.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	01/21/2015	
206869	2200063789	01/15/2015	USD	569.54	CALIFORNIA CHAMBER OF COMMERCE SACRAMENTO CA	01/30/2015	
206870	2200063820	01/15/2015	USD	14,565.67	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	01/21/2015	
206871	2200063833	01/15/2015	USD	115.00	CAMBIASO, PIETRO CHING HILLS CA	01/20/2015	

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 Bank Key: 122234349
 Acct number: CHECK 231167641
 CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

Check number from to	Payment	Print date	Cncy	Amount paid (FC)	Recipient/Void reason code	Enca./Void
206872	2200063802	01/15/2015	USD	5,667.53	CITIGROUP GLOBAL MARKETS INC PITTSBURGH PA	01/26/2015
206873	2200063780	01/15/2015	USD	25.83	CITY RENTALS INC ONTARIO CA	01/21/2015
206874	2200063824	01/15/2015	USD	1,466.00	CLINICAL HEALTH SYSTEMS ANAHEIM CA	01/23/2015
206875	2200063817	01/15/2015	USD	6,679.74	CONSEV CONSTRUCTION, INC MURRIETA CA	01/23/2015
206876	2200063826	01/15/2015	USD	373.33	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	01/21/2015
206877	2200063821	01/15/2015	USD	453.60	D & H WATER SYSTEMS, INC. OCEANSIDE CA	02/02/2015
206878	2200063813	01/15/2015	USD	6,850.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	01/20/2015
206879	2200063822	01/15/2015	USD	900.00	DEBBY FIGONI RANCHO CUCAMONGA CA	01/20/2015
206880	2200063815	01/15/2015	USD	915.06	DOWNNS ENERGY CORONA CA	02/06/2015
206881	2200063823	01/15/2015	USD	790.87	EMA, INC. SAINT PAUL MN	01/22/2015
206882	2200063811	01/15/2015	USD	4,829.99	FASTSIGNS ONTARIO CA	02/02/2015
206883	2200063781	01/15/2015	USD	3,261.80	FISHER SCIENTIFIC LOS ANGELES CA	01/29/2015
206884	2200063809	01/15/2015	USD	8,404.96	GTC TRANSPORT INC BAKERSFIELD CA	01/20/2015
206885	2200063784	01/15/2015	USD	1,962.53	GRAINGER PALATINE IL	01/20/2015
206886	2200063816	01/15/2015	USD	132.46	ICR CUHE INC GREENSBURG PA	02/22/2015
206887	2200063832	01/15/2015	USD	15.00	IEDA EMPLOYERS' ASSOCIATION CHINO HILLS CA	01/21/2015
206888	2200063812	01/15/2015	USD	1,568.11	INDUSTRIAL NETWORKING SOLUTIONADDISON TX	01/22/2015
206889	2200063814	01/15/2015	USD	3,436.25	INLAND BODY & PAINT CENTER FONTANA CA	01/20/2015
206890	2200063790	01/15/2015	USD	17,006.00	J WILLIAM MURPHY AND ASSOCIATONTARIO CA	01/20/2015
206891	2200063792	01/15/2015	USD	142.20	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	01/21/2015
206892	2200063797	01/15/2015	USD	1,458.00	LEE & RO INC CITY OF INDUSTRY CA	01/21/2015
206893	2200063786	01/15/2015	USD	431.05	MISCO WAFER FOOTBALL RANCH CA	01/21/2015
206894	2200063825	01/15/2015	USD	4,909.99	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	01/21/2015
206895	2200063800	01/15/2015	USD	650.44	PENSKE HONDA ONTARIO ONTARIO CA	01/20/2015
206896	2200063783	01/15/2015	USD	87.89	PETTY CASH EXPENDITURES CHINO CA	01/21/2015
206897	2200063796	01/15/2015	USD	620.09	RED WING SHOE STORE CORONA CA	01/21/2015
206898	2200063795	01/15/2015	USD	446.34	RED WING SHOE STORE UPLAND CA	01/21/2015
206899	2200063804	01/15/2015	USD	7,638.00	ROBERT HALF MANAGEMENT RESOURCLOS ANGELES CA	01/22/2015
206900	2200063804	01/15/2015	USD	98,938.75	SO CALIF EDISON ROSEMEAD CA	01/22/2015
206901	2200063828	01/15/2015	USD	559.00	STATE WATER RESOURCES CTRL. BOSACRAMENTO CA	01/20/2015
206902	2200063829	01/15/2015	USD	910.63	TIME WARNER TELECOM DENVER CO	01/23/2015
206903	2200063807	01/15/2015	USD	22,212.87	J S BANK ST LOUIS MO	01/21/2015
206904	2200063805	01/15/2015	USD	47,623.93	UNION BANK OF CALIFORNIA MONTEREY PARK CA	01/21/2015
206905	2200063791	01/15/2015	USD	257.14	USA BEGE BOOK GURNEE IL	01/21/2015
206906	2200063818	01/15/2015	USD	12,809.33	UTILICREST LLC ATLANTA GA	01/28/2015
206907	2200063831	01/15/2015	USD	431.05	VERIZON BUSINESS DALLAS TX	01/21/2015
206908	2200063827	01/15/2015	USD	2,269.33	VERIZON CALIFORNIA DALLAS TX	01/23/2015
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206910	2200063801	01/15/2015	USD	272,948.74	W A BASIC CONSTRUCTION CO INC LONG BEACH CA	01/21/2015
206911	2200063793	01/15/2015	USD	580.04	WASTE MANAGEMENT OF LOS ANGELES CA	01/21/2015
206912	2200063794	01/15/2015	USD	1,750.00	WESTERN MUNICIPAL WATER DISTRICTIVERSIDE CA	01/22/2015
206913	2200063848	01/15/2015	USD	67.20	WHEELER, KECHARD CHINO HILLS CA	01/23/2015
206914	2200063854	01/15/2015	USD	371.94	BOUCHAN, ARIN CHINO HILLS CA	01/26/2015
206915	2200063851	01/15/2015	USD	60.48	CAMPOS, JESSE CHINO HILLS CA	01/21/2015

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206917	2200063846	01/15/2015	USD	33.60	DEBAGAO-GRIMAS III, JOSR M CHINO HILLS CA	01/21/2015	
206918	2200063852	01/15/2015	USD	53.12	JONES, KYE CHINO HILLS CA	01/26/2015	
206919	2200063847	01/15/2015	USD	82.08	LACEY, STEVEN CHINO HILLS CA	01/22/2015	
206920	2200063853	01/15/2015	USD	52.64	MYERS, ALAN CHINO HILLS CA	01/23/2015	
206921	2200063845	01/15/2015	USD	9,862.21	RANCHO DISPOSAL SERVICES INC BUENA PARK CA	01/23/2015	
206922	2200063849	01/15/2015	USD	47.04	RIPLEY, EDDY CHINO HILLS CA	01/28/2015	
206923	2200063844	01/15/2015	USD	1,568.96	SO CALIF GAS MONTEREY PARK CA	01/21/2015	
206924	2200063843	01/15/2015	USD	20.08	SPORT PINS INTERNATIONAL INC UELAND CA	01/22/2015	
206925	2200063841	01/15/2015	USD	971.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	01/23/2015	
206926	2200063842	01/15/2015	USD	340.64	WORLDWIDE EXPRESS ALBANY NY	01/22/2015	
206927	2200063896	01/22/2015	USD	2,021.00	ABT CASC CONSULTING COLTON CA	01/29/2015	
206928	2200063878	01/22/2015	USD	564.67	AIRGAS WEST INC PASADENA CA	01/29/2015	
206929	2200063895	01/22/2015	USD	1,500.00	ALFA LAVAR, HOUSTON TX	02/02/2015	
206930	2200063884	01/22/2015	USD	9,542.69	ALL AMERICAN CRANE MAINTENANCEWALNUT CA	01/29/2015	
206931	2200063815	01/22/2015	USD	42,419.93	ALLISON MECHANICAL, INC. REDLANDS CA	01/28/2015	
206932	2200063877	01/22/2015	USD	1,127.85	APPLIED INDUSTRIAL TECHNOLOGIESPASADENA CA	01/27/2015	
206933	2200063902	01/22/2015	USD	5,390.73	BANK OF SACRAMENTO SACRAMENTO CA	01/26/2015	
206934	2200063931	01/22/2015	USD	1,011.44	BAXTER, KATHLEEN CHINO HILLS CA	01/27/2015	
206935	2200063911	01/22/2015	USD	5,000.00	BIOENERGY ASSOCIATION OF CALIFALBANY CA	01/26/2015	
206936	2200063871	01/22/2015	USD	4,668.17	BRIGHTLINE ELECTRIC COLTON CA	02/03/2015	
206937	2200063918	01/22/2015	USD	10,158.75	BUSINESS CARD WILMINGTON DE	01/27/2015	
206938	2200063892	01/22/2015	USD	113,600.64	BUTLER ENGINEERING INC TUSTIN CA	01/28/2015	
206939	2200063882	01/22/2015	USD	84.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	01/27/2015	
206940	2200063890	01/22/2015	USD	18,720.00	CALIFORNIA ASSOCIATION OF SACRAMENTO CA	02/06/2015	
206941	2200063888	01/22/2015	USD	106.20	CALIFORNIA NEWSPAPER SERVICE LOS ANGELES CA	02/02/2015	
206942	2200063912	01/22/2015	USD	14,499.08	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	01/27/2015	
206943	2200063919	01/22/2015	USD	2,208.00	CALWEST CONTROLS INC LA VERNE CA	01/28/2015	
206944	2200063925	01/22/2015	USD	2,429.03	CAMPOS, JESSE CHINO HILLS CA	01/29/2015	
206945	2200063929	01/22/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	02/02/2015	
206946	2200063887	01/22/2015	USD	48,972.86	CAROLLO ENGINEERS SACRAMENTO CA	01/30/2015	
206947	2200063933	01/22/2015	USD	95.00	CATALAN, JOSE L CHINO HILLS CA	02/09/2015	
206948	2200063916	01/22/2015	USD	934,491.26	CCL CONTRACTING INC ESCONDIDO CA	01/28/2015	
206949	2200063893	01/22/2015	USD	748.53	CHAMPION FIRE SYSTEMS INC RANCHO CUCAMONGA CA	01/26/2015	
206950	2200063883	01/22/2015	USD	9,895.85	CHAMPION NEWSPAPERS CHINO CA	01/26/2015	
206951	2200063894	01/22/2015	USD	727.74	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	01/28/2015	
206952	2200063900	01/22/2015	USD	9,952.16	CINTAS CORPORATION LOCHISE PHOENIX AZ	01/27/2015	
206953	2200063928	01/22/2015	USD	754.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	02/02/2015	
206954	2200063872	01/22/2015	USD	1,777.40	CITY RENTALS INC ONTARIO CA	01/27/2015	
206955	2200063897	01/22/2015	USD	12,383.35	CS-AMSCO HUNTINGTON BEACH CA	01/28/2015	
206956	2200063906	01/22/2015	USD	21,587.00	DAVID T WADEN INC REVERSIDE CA	01/30/2015	
206957	2200063905	01/22/2015	USD	425.00	DAVID WHEELER'S PEST CONTROL, MORGEO CA	01/30/2015	
206958	2200063936	01/22/2015	USD	1,537.50	DEBAGAO, NELSON CHINO HILLS CA	01/30/2015	
206959	2200063881	01/22/2015	USD	1,623.50	DELL MARKETING L P PASADENA CA	01/24/2015	

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206960		2200063937	01/22/2015	USD	3,600.00	DEMNIS, PAUL STEVE CHINO HILLS CA	02/02/2015
206961		2200063891	01/22/2015	USD	8,862.93	DLP SOLUTIONS LLC ATLANTA GA	01/28/2015
206962		2200063939	01/22/2015	USD	2,797.88	DYER, DANIEL CHINO HILLS CA	01/30/2015
206963		2200063908	01/22/2015	USD	87,163.03	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	01/26/2015
206964		2200063898	01/22/2015	USD	151,926.94	ENVIRONMENTAL CONSTRUCTION INCWOODLAND HILLS CA	01/30/2015
206965		2200063927	01/22/2015	USD	775.28	FRANCHISE TAX BOARD SACRAMENTO CA	01/29/2015
206966		2200063885	01/22/2015	USD	205,931.73	GENESIS CONSTRUCTION HEMET CA	01/27/2015
206967		2200063901	01/22/2015	USD	8,218.13	SIC TRANSPORT INC BAKERSFIELD CA	01/26/2015
206968		2200063879	01/22/2015	USD	2,506.46	GRAINGER PAVATINE IL	01/27/2015
206969		2200063914	01/22/2015	USD	361,017.52	GSE CONSTRUCTION COMPANY INC LEVERMORE CA	01/27/2015
206970		2200063874	01/22/2015	USD	521.65	HARRINGTON INDUSTRIAL PLASTICSHINO CA	01/28/2015
206971		2200063934	01/22/2015	USD	483.26	HAWES, SHERANIE CHINO HILLS CA	01/26/2015
206972		2200063875	01/22/2015	USD	531.75	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/26/2015
206973		2200063925	01/22/2015	USD	207.00	IEDA EMPLOYEES' ASSOCIATION CHINO HILLS CA	01/26/2015
206974		2200063926	01/22/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	01/29/2015
206975		2200063917	01/22/2015	USD	9,000.00	INTELLIBRIDGE PARTNERS LLC SACRAMENTO CA	01/27/2015
206976		2200063876	01/22/2015	USD	165,127.52	J R FILANG CONSTRUCTION CO. INCSCONDIDO CA	01/27/2015
206977		2200063904	01/22/2015	USD	18,756.00	KITCHELL CEM SACRAMENTO CA	01/29/2015
206978		2200063903	01/22/2015	USD	381.89	LANGTTE COMPANY CHESTEROWN MD	01/29/2015
206979		2200063932	01/22/2015	USD	72.96	LEE, SYLVIE CHINO HILLS CA	01/28/2015
206980		2200063930	01/22/2015	USD	286.00	MARIA FRESQUEZ LAS VEGAS NV	01/28/2015
206981		2200063899	01/22/2015	USD	930,594.55	MIKE BURGIO CONSTRUCTION CO INBALEWIN PARK CA	01/27/2015
206982		2200063909	01/22/2015	USD	102,423.77	MNR CONSTRUCTION INC BALDWIN PARK CA	02/06/2015
206983		2200063873	01/22/2015	USD	394.54	OFFICE DEPOT LOS ANGELES CA	01/26/2015
206984		2200063920	01/22/2015	USD	2,093.97	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	01/26/2015
206985		2200063938	01/22/2015	USD	115.00	POMPA, JESSE CHINO HILLS CA	02/03/2015
206986		2200063859	01/22/2015	USD	225.00	RED KING SHOES STORE FONTANA CA	01/28/2015
206987		2200063907	01/22/2015	USD	22,440.48	SINNOTT, KOEBLA, CAMPAGNE & CULOS ANGELES CA	01/28/2015
206988		2200063922	01/22/2015	USD	8,988.56	SO CALIF EDISON ROSEMEAD CA	01/28/2015
206989		2200063923	01/22/2015	USD	7,683.02	SO CALIF GAS WENTHREY PARK CA	01/30/2015
206990		2200063880	01/22/2015	USD	3,962.55	SOUTH CONST AQMD DIAMOND BAR CA	01/30/2015
206991		2200063886	01/22/2015	USD	6,487.63	THATCHER COMPANY OF CALIFORNIA SAULT LAKE CITY UT	01/27/2015
206992		2200063910	01/22/2015	USD	61,809.27	THE BRICKMAN GROUP LTD LLC CHICAGO IL	01/28/2015
206993		2200063913	01/22/2015	USD	5,628.43	TRIEPI SMITH AND ASSOCIATES, IRVINE CA	01/29/2015
206994		2200063921	01/22/2015	USD	2,841.45	VERIZON CALIFORNIA DALLAS TX	02/02/2015
206995		2200063924	01/22/2015	USD	114.99	VERIZON COMMUNICATIONS DALLAS TX	02/02/2015
206996		2200064098	01/29/2015	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	02/02/2015
206997		2200064070	01/29/2015	USD	1,008.56	AIRGAS WEST INC PASADENA CA	02/06/2015
206998		2200064084	01/29/2015	USD	9,026.41	ALFA LAVAL DALLAS TX	02/06/2015
206999		2200064076	01/29/2015	USD	698.31	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	02/03/2015
207000		2200064095	01/29/2015	USD	486.45	AMERICAN PAYROLL ASSOCIATION SAN ANTONIO TX	02/03/2015
207001		2200064080	01/29/2015	USD	93.00	AMERICAN WATER WORKS ASSOC DALLAS TX	02/05/2015
207002		2200064086	01/29/2015	USD	220.00	ATMAA INC CALABASAS CA	02/05/2015
207003		2200064113	01/29/2015	USD	173.51	BREITG, ANNA VICTORVILLE CA	02/05/2015

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207004	2200064075	01/29/2015	USD	312.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	02/06/2015
207005	2200064082	01/29/2015	USD	580.56	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	02/03/2015
207006	2200064103	01/29/2015	USD	14,792.88	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	02/04/2015
207007	2200064128	01/29/2015	USD	2,176.98	CAMBIASO, PETERO CHINO HILLS CA	02/02/2015
207008	2200064092	01/29/2015	USD	1,656.74	CASCADE LIBE CORONA CA	02/04/2015
207009	2200064094	01/29/2015	USD	284.16	CINTAS CORPORATION LOCH 50 PHOENIX AZ	02/04/2015
207010	2200064110	01/29/2015	USD	2,219.22	CITY OF CHINO CHINO CA	02/03/2015
207011	2200064121	01/29/2015	USD	591.30	COLONIAL LIFE & ACCIDENT INSURCOLIMBIA SC	02/04/2015
207012	2200064123	01/29/2015	USD	61.44	CONSCO LIFE INSURANCE COMPANYPITTSBURGH CA	02/05/2015
207013	2200064109	01/29/2015	USD	259.34	CUCAMONGA SCHOOL DISTRICT RANCHO CUKAMONGA CA	02/03/2015
207014	2200064104	01/29/2015	USD	326.10	Chino Basin Desalter AutodolyCHINO CA	02/03/2015
207015	2200064105	01/29/2015	USD	986.22	D & H WATER SYSTEMS, INC. OCEANSIDE CA	02/10/2015
207016	2200064101	01/29/2015	USD	188.08	DAVID WHEELER'S PEST CONTROL, NORCO CA	02/09/2015
207017	2200064102	01/29/2015	USD	5,400.00	ERGINS EATON ANALYTICALS, INGRAPEVINE TX	02/04/2015
207018	2200064106	01/29/2015	USD	97.34	EVOQUA WATER TECHNOLOGIES LLC PITTSBURGH PA	02/05/2015
207019	2200064126	01/29/2015	USD	1,970.47	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	02/03/2015
207020	2200064064	01/29/2015	USD	2,093.31	FISHER SCIENTIFIC LOS ANGELES CA	02/09/2015
207021	2200064081	01/29/2015	USD	380.68	FLORENCE FILTER CORP COMPTON CA	01/30/2015
207022	2200064129	01/29/2015	USD	-52.40	FRESQUEZ, ADRIAN CHINO HILLS CA	02/03/2015
207023	2200064096	01/29/2015	USD	16,473.12	GIC TRANSPORT INC BAKERSFIELD CA	02/04/2015
207024	2200064072	01/29/2015	USD	12,228.96	GRAINGER PALATINE IL	02/03/2015
207025	2200064107	01/29/2015	USD	977.84	GRIFFIN DEWAISING CORPORATIONONTARIO CA	02/04/2015
207026	2200064088	01/29/2015	USD	329.43	HACH COMPANY CHICAGO IL	02/19/2015
207027	2200064065	01/29/2015	USD	1,052.73	HARRINGTON INDUSTRIAL PLASTICCHINO CA	02/04/2015
207028	2200064079	01/29/2015	USD	2,585.95	HAWTHORNE LIFT SYSTEMS LOS ANGELES CA	02/04/2015
207029	2200064116	01/29/2015	USD	469.02	HOBBS, DIANA APPLE VALLEY CA	02/04/2015
207030	2200064066	01/29/2015	USD	1,089.39	HOME DEPOT CREDIT SERVICES DES MOINES IA	02/05/2015
207031	2200064114	01/29/2015	USD	469.02	HORNER, WILLIAM YUCCA VALLEY CA	02/10/2015
207032	2200064087	01/29/2015	USD	304,336.98	INLAND EMPIRE REGIONAL CHINO HILLS CA	02/02/2015
207033	2200064089	01/29/2015	USD	6,500.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	02/04/2015
207034	2200064093	01/29/2015	USD	14,454.25	INTEGRATED DESIGN SERVICES INCIRVINE CA	02/02/2015
207035	2200064131	01/29/2015	USD	75.41	Inland Empire Reg. Composting CHINO CA	02/04/2015
207036	2200064097	01/29/2015	USD	1,150.00	JB'S POOLS & PONDS INC DELAND CA	02/04/2015
207037	2200064067	01/29/2015	USD	253.21	JOHNSON POWER SYSTEMS RIVERSIDE CA	02/03/2015
207038	2200064078	01/29/2015	USD	1,786.64	KONICA MINOLTA PASADENA CA	02/05/2015
207039	2200064077	01/29/2015	USD	1,827.84	KONICA MINOLTA BUSINESS SOLUTIONPASADENA CA	02/09/2015
207040	2200064125	01/29/2015	USD	293.95	LEGALSHIELD ADA OR	02/09/2015
207041	2200064124	01/29/2015	USD	25.40	LINCOLN LIFE-TERM LIFE CHICAGO IL	02/09/2015
207042	2200064073	01/29/2015	USD	405.86	LOS ANGELES TIMES PHOENIX AZ	02/04/2015
207043	2200064115	01/29/2015	USD	694.69	MILLER, ELMER I. BLUE JAY CA	02/05/2015
207044	2200064122	01/29/2015	USD	52.19	PERS LONG TERY CARE PROGRAM PASADENA CA	02/05/2015
207045	2200064071	01/29/2015	USD	688.36	PETTY CASH EXPENDITURES CHINO CA	02/05/2015
207046	2200064120	01/29/2015	USD	13,687.90	PREFERRED BENEFIT INSURANCE PLASANTON CA	02/05/2015
207047	2200064069	01/29/2015	USD	174.02	RAMONA TIRE & SERVICE CENTERS HUNET CA	02/05/2015

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207048	2200064090	01/29/2015	USD	5,641.86	ROBERT HALF MANAGEMENT RESOURCCLS ANGELES CA	02/03/2015	
207049	2200064083	01/29/2015	USD	8,735.30	SAN BERNARDINO COUNTY SAN BERNARDINO CA	02/06/2015	
207050	2200064112	01/29/2015	USD	235,603.87	S0 CALIF EDISON ROSEMEAD CA	02/03/2015	
207051	2200064104	01/29/2015	USD	1,400.00	TRIVAD INC FOSTER CITY CA	02/04/2015	
207052	2200064091	01/29/2015	USD	750.00	UNION BANK OF CALIFORNIA MONTEREY PARK CA	02/09/2015	
207053	2200064111	01/29/2015	USD	258.85	VERIZON CALIFORNIA DALLAS TX	02/06/2015	
207054	2200064085	01/29/2015	USD	720.00	VIRAMONTES EXPRESS CORONA CA	02/06/2015	
207055	2200064074	01/29/2015	USD	210.00	WATER ENVIRONMENT FEDERATION BOSTON MA	02/06/2015	
207056	2200064108	01/29/2015	USD	45.00	WATER SPECIALIST CONSULTANTS LA MESA CA	02/05/2015	
207057	2200064119	01/29/2015	USD	2,837.53	WESTERN DENTAL PIAN ORANGE CA	02/10/2015	
* Payment Method Check				USD	5,813,417.51		

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04004		2200063772	01/07/2015	USD	118.44	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04005		2200063773	01/07/2015	USD	126.09	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04006		2200063774	01/07/2015	USD	260.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04007		2200063775	01/07/2015	USD	2,016.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04008		2200063775	01/07/2015	USD	126.09	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04009		2200063954	01/14/2015	USD	29.08	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04010		2200063955	01/14/2015	USD	24.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04011		2200063956	01/14/2015	USD	448.26	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04012		2200063957	01/14/2015	USD	629.53	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04013		2200063958	01/14/2015	USD	87.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04014		2200063959	01/14/2015	USD	96.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04015		2200063960	01/14/2015	USD	489.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04016		2200063961	01/14/2015	USD	225.60	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04017		2200063962	01/14/2015	USD	1,248.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04018		2200063963	01/14/2015	USD	11.91	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04019		2200063964	01/14/2015	USD	123.57	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04020		2200063965	01/14/2015	USD	76.42	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04021		2200063966	01/14/2015	USD	6,308.57	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04022		2200063967	01/21/2015	USD	170.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04023		2200063968	01/21/2015	USD	1,584.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04024		2200063969	01/21/2015	USD	103.28	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04025		2200063970	01/21/2015	USD	103.28	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04026		2200064150	01/28/2015	USD	7.02	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04027		2200064151	01/28/2015	USD	239.75	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04028		2200064152	01/28/2015	USD	126.09	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04029		2200064153	01/28/2015	USD	179.13	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04030		2200064154	01/28/2015	USD	17.95	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04031		2200064155	01/28/2015	USD	1,171.88	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04032		2200064156	01/28/2015	USD	123.57	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04033		2200064157	01/28/2015	USD	105.68	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04034		2200064163	01/28/2015	USD	105.68	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04035		2200064164	01/28/2015	USD	126.09	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04036		2200064165	01/28/2015	USD	460.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04037		2200064166	01/28/2015	USD	117.38	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
04038		2200064167	01/31/2015	USD	170.06	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	
Payment method Checks created manually					17,365.95		

Total of all entries

Check Register

04/11/2015 / 11:29:59

User: ESPRINCE

Page: 2

Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Prnc./void
			USD	17,365.95		

Check	Payee / Description			Amount
Wire	INTERNAL REVENUE SERVICE P/R 1 1/9 Taxes	HR	0028100	279,639.95
				- - - - -
	INTERNAL REVENUE SERVICE		\$	279,639.95
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 1 1/9 Taxes	HR	0028100	47,485.18
	P/R 1 1/9 Taxes	HR	0028100	10,099.38
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			57,584.56
Wire	INTERNAL REVENUE SERVICE P/R 101 1/21 Taxes	HR	0028200	1,280.22
	P/R Dir 01 1/9 Taxes	HR	0028300	2,776.65
				- - - - -
	INTERNAL REVENUE SERVICE		\$	4,056.87
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 101 1/21 Taxes	HR	0028200	37.17
	P/R 101 1/21 Taxes	HR	0028200	113.35
	P/R Dir 01 1/9 Taxes	HR	0028300	420.93
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			571.45
Wire	BANK OF AMERICA NT&SA P/R 1 1/9/15 EFT Direct Deposit	10915		645,351.39
				- - - - -
	BANK OF AMERICA NT&SA		\$	645,351.39
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 2 1/23 Taxes	HR	0028400	37,913.71
	P/R 2 1/23 Taxes	HR	0028400	7,945.03
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			45,858.74
Wire	INTERNAL REVENUE SERVICE P/R 2 1/23 Taxes	HR	0028400	256,682.57
				- - - - -
	INTERNAL REVENUE SERVICE		\$	256,682.57
Wire	INTERNAL REVENUE SERVICE P/R 102 1/21 Taxes	HR	0028500	473.53
				- - - - -
	INTERNAL REVENUE SERVICE		\$	473.53
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 102 1/21 Taxes	HR	0028500	10.57
	P/R 102 1/21 Taxes	HR	0028500	77.55
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			88.12
Wire	BANK OF AMERICA NT&SA P/R 2 1/23/15 EFT Direct Deposit	012315		667,726.30
				- - - - -
	BANK OF AMERICA NT&SA		\$	667,726.30
ACH	ICMA RETIREMENT TRUST 457 P/R 1 1/9 Deferred Comp Ded	HR	0028100	12,414.38

Check	Payee / Description		Amount
	ICMA RETIREMENT TRUST 457	\$	12,414.38
ACH	LINCOLN NATIONAL LIFE INS CO P/R 1 1/9 Deferred Comp Ded	HR 0028100	20,987.95
	LINCOLN NATIONAL LIFE INS CO	\$	20,987.95
ACH	ICMA RETIREMENT TRUST 401 P/R 1 1/9 Exec Deferred Comp	HR 0028100	10,704.96
	ICMA RETIREMENT TRUST 401	\$	10,704.96
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	32857	21,105.55
	DAFT-2,300 Lbs Polymer 748E	32856	2,496.42
	DAFT-2,300 Lbs Polymer 748E	32839	2,496.42
	RP1-16,100 Lbs Polymer 750A	32840	21,105.55
	RP2-18,400 Lbs Polymer 748E	32868	19,971.36
	AQUA BEN CORPORATION	\$	67,175.30
ACH	CIHIGOYENETCHE GROSSBERG & CLO 11/14 IEUA vs Kaveh Engineering & Constr	49214	275.00
	11/14 Watermaster	49220	650.00
	11/14 IEUA vs SCE	49218	1,550.00
	11/14 IEUA vs PM	49216	125.00
	11/14 General Legal	49213	38,073.00
	11/14 PS vs IEUA	49219	825.00
	11/14 IEUA vs RP1 Ontario Airport Plume	49217	500.00
	CIHIGOYENETCHE GROSSEBERG & CLO\$		41,998.00
ACH	HASCO OIL COMPANY, INC. RP1-Mobilgrease XHP 222	0189269-IN	719.18
	HASCO OIL COMPANY, INC.	\$	719.18
ACH	JCI JONES CHEMICALS INC TP1-4,999 Gals Sdm Hypchlrt	639337	2,864.43
	TP1-5,007 Gals Sdm Hypchlrt	640290	2,869.01
	RP4-4,449 Gals Sdm Hypchlrt	640988	2,549.28
	TP1-5,019 Gals Sdm Hypchlrt	640501	2,875.89
	TP1-5,017 Gals Sdm Hypchlrt	640404	2,874.74
	CCWRP-3,025 Gals Sdm Hypchlrt	640975	1,733.33
	TP1-5,011 Gals Sdm Hypchlrt	640403	2,871.30
	JCI JONES CHEMICALS INC	\$	18,637.98
ACH	LASER LINE Toner Cartridges	27624	750.75
	LASER LINE	\$	750.75
ACH	GK & ASSOCIATES INC 46-1141-10/14 Prof Svcs	14-123	14,352.00
	GK & ASSOCIATES INC	\$	14,352.00

Check	Payee / Description		Amount
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 1 1/9 Employee Ded	HR 0028100	919.10
	IEUA GENERAL EMPLOYEES ASSOCIAS		919.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 1 1/9 Employee Ded	HR 0028100	350.00
	IEUA PROFESSIONAL EMPLOYEES ASS		350.00
ACH	AQUA BEN CORPORATION		
	RP1-16,100 Lbs Polymer 750A	32889	21,105.55
	DAFT-4,600 Lbs Polymer 748E	32888	4,992.84
	RP1-16,100 Lbs Polymer 750A	32876	21,105.55
	DAFT-4,600 Lbs Polymer 748E	32875	4,992.84
	AQUA BEN CORPORATION	\$	52,196.78
ACH	JCI JONES CHEMICALS INC		
	TP1-5,015 Gals Sdm Hypchlrt	640586	2,873.60
	CCWRP-3,025 Gals Sdm Hypchlrt	641521	1,733.33
	TP1-5,003 Gals Sdm Hypchlrt	641520	2,866.72
	TP1-4,995 Gals Sdm Hypchlrt	641614	2,862.14
	RP4-4,534 Gals Sdm Hypchlrt	641612	2,597.98
	RP5-4,979 Gals Sdm Hypchlrt	638860	2,852.97
	CCWRP-5,001 Gals Sdm Hypchlrt	639503	2,865.57
	CCWRP-3,017 Gals Sdm Hypchlrt	640590	1,728.74
	RP5-5,013 Gals Sdm Hypchlrt	640726	2,872.45
	RP5-5,027 Gals Sdm Hypchlrt	641274	2,880.47
	CCWRP-3,003 Gals Sdm Hypchlrt	640091	1,720.72
	TP1-5,013 Gals Sdm Hypchlrt	639986	2,872.45
	RP5-5,027 Gals Sdm Hypchlrt	639504	2,880.47
	TP1-4,995 Gals Sdm Hypchlrt	641519	2,862.14
	TP1-5,019 Gals Sdm Hypchlrt	641400	2,875.89
	CCWRP-3,041 Gals Sdm Hypchlrt	641161	1,742.49
	TP1-5,001 Gals Sdm Hypchlrt	641160	2,865.57
	TP1-5,043 Gals Sdm Hypchlrt	641069	2,889.64
	TP1-4,955 Gals Sdm Hypchlrt	640997	2,839.22
	TP1-4,999 Gals Sdm Hypchlrt	640971	2,864.43
	TP1-4,977 Gals Sdm Hypchlrt	640969	2,851.82
	TP1-5,001 Gals Sdm Hypchlrt	640081	2,865.57
	TP1-5,033 Gals Sdm Hypchlrt	639502	2,883.91
	TP1-5,003 Gals Sdm Hypchlrt	639500	2,866.72
	TP1-5,033 Gals Sdm Hypchlrt	640836	2,883.91
	JCI JONES CHEMICALS INC	\$	66,898.92
ACH	LASER LINE		
	HQA-Svc HP LJ 600,Seperation Rollers	27642	153.04
	LASER LINE	\$	153.04
ACH	KAMBRIAN CORPORATION		
	ISS Struxureware Central Basic & Lic	5590	3,985.41
	KAMBRIAN CORPORATION	\$	3,985.41
ACH	SHELL ENERGY NORTH AMERICA LP		
	11/14 Gas Commodity-Non Core	2568790	23,334.37

Check	Payee / Description		Amount
	11/14 Gas Cmmdty-Core,9/14 Adj	1100002880411	1,224.54
	SHELL ENERGY NORTH AMERICA LP	\$	24,558.91
ACH	ICMA RETIREMENT TRUST 457 P/R 2 1/23 Deferred Comp Ded	HR 0028400	12,331.07
	ICMA RETIREMENT TRUST 457	\$	12,331.07
ACH	LINCOLN NATIONAL LIFE INS CO P/R 2 1/23 Deferred Comp Ded	HR 0028400	20,551.39
	LINCOLN NATIONAL LIFE INS CO	\$	20,551.39
ACH	ICMA RETIREMENT TRUST 401 P/R 2 1/23 Exec Deferred Comp	HR 0028400	11,059.46
	ICMA RETIREMENT TRUST 401	\$	11,059.46
ACH	AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A	32907 32908	2,496.42 18,090.48
	AQUA BEN CORPORATION	\$	20,586.90
ACH	JCI JONES CHEMICALS INC TP1-4,941 Gals Sdm Hypchlrt TP1-5,023 Gals Sdm Hypchlrt CCWRP-3,023 Gals Sdm Hypchlrt RP4-3,055 Gals Sdm Hypchlrt TP1-4,881 Gals Sdm Hypchlrt TP1-5,061 Gals Sdm Hypchlrt TP1-4,989 Gals Sdm Hypchlrt TP1-4,975 Gals Sdm Hypchlrt CCWRP-3,059 Gals Sdm Hypchlrt	641698 642004 641887 641909 641890 641889 641801 639501 641702	2,831.20 2,878.18 1,732.18 2,094.32 2,796.81 2,899.95 2,858.70 2,850.68 1,752.81
	JCI JONES CHEMICALS INC	\$	22,694.83
ACH	LASER LINE HQA-Svc HP 9250C HQA-HP 9250C Parking Pad Assembly HQA-Svc HP 9250C,ADF Kit RP4-Svc HP 2480 Color-IP 192.168.8.49	27655 27623 27606 27562	99.95 75.79 365.24 139.95
	LASER LINE	\$	680.93
ACH	AGRICULTURAL RESOURCES 2/15 Wtr Quality Consult	2/15 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 2 1/23 Employee Ded	HR 0028400	919.10
	IEUA GENERAL EMPLOYEES ASSOCIAT	\$	919.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 101 1/9 Employee Ded P/R 2 1/23 Employee Ded	HR 0028200 HR 0028400	10.00 360.00

Check	Payee / Description	Amount
	IEUA PROFESSIONAL EMPLOYEES ASS	370.00
ACH	SOLAR STAR CALIFORNIA V LLC 11/14 Solar Energy	42,065.80
	IEUA0073	
	SOLAR STAR CALIFORNIA V LLC \$	42,065.80
ACH	DISCOVERY BENEFITS INC P/R 1 & 2 1/7 & 1/23 Cafeteria Plan	5,666.56
	P/R 1 & 2 201	
	DISCOVERY BENEFITS INC \$	5,666.56
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	469.02
	HEALTH PREM	
	ESTRADA, JIMMIE J \$	469.02
ACH	LICHTI, ALICE Reim Monthly Health Prem	173.51
	HEALTH PREM	
	LICHTI, ALICE \$	173.51
ACH	MORASSE, EDNA Reim Monthly Health Prem	173.51
	HEALTH PREM	
	MORASSE, EDNA \$	173.51
ACH	NOWAK, THEO T Reim Monthly Health Prem	469.02
	HEALTH PREM	
	NOWAK, THEO T \$	469.02
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	173.51
	HEALTH PREM	
	SONNENBURG, ILSE \$	173.51
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	173.51
	HEALTH PREM	
	DYKSTRA, BETTY \$	173.51
ACH	TORRES, ROBERT G Reim Monthly Health Prem	469.02
	HEALTH PREM	
	TORRES, ROBERT G \$	469.02
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	173.51
	HEALTH PREM	
	MUELLER, CAROLYN \$	173.51
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	173.51
	HEALTH PREM	
	GRIFFIN, GEORGE \$	173.51
ACH	CANADA, ANGELA	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	173.51
	CANADA, ANGELA	\$	173.51
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM	173.51
	CUPERSMITH, LEIZAR	\$	173.51
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM	295.51
	DELGADO-ORAMAS JR, JOSE	\$	295.51
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM	195.24
	GRANGER, BRANDON	\$	195.24
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM	195.24
	GADDY, CHARLES L	\$	195.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM	73.24
	BAKER, CHRIS	\$	73.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM	122.00
	WEBB, DANNY C	\$	122.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM	260.59
	HUMPHREYS, DEBORAH E	\$	260.59
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM	147.76
	MOUAT, FREDERICK W	\$	147.76
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM	122.00
	MORGAN, GARTH W	\$	122.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM	25.76
	ALLINGHAM, JACK	\$	25.76
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM	437.66
	MAZUR, JOHN	\$	437.66

Check	Payee / Description		Amount
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM	25.76
		-----	-----
	RUDDER, LARRY	\$	25.76
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM	122.00
		-----	-----
	INTERLICCHIA, RANDY	\$	122.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM	122.00
		-----	-----
	HAMILTON, MARIA	\$	122.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM	173.51
		-----	-----
	PICENO, TONY	\$	173.51
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM	25.76
		-----	-----
	RAMOS, CAROL	\$	25.76
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM	122.00
		-----	-----
	FISHER, JAY	\$	122.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM	25.76
		-----	-----
	KING, PATRICK	\$	25.76
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM	122.00
		-----	-----
	DIETZ, JUDY	\$	122.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM	73.24
		-----	-----
	DAVIS, GEORGE	\$	73.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM	25.76
		-----	-----
	MONZAVI, TAGHI	\$	25.76
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM	173.51
		-----	-----
	PETERSEN, KENNETH	\$	173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM	173.51
		-----	-----
	TRAUTERMAN, HELEN	\$	173.51

Check	Payee / Description	Amount
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 1,042.36
	TIEGS, KATHLEEN	\$ 1,042.36
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 753.31
	DIGGS, GEORGE	\$ 753.31
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 816.90
	HAYES, KENNETH	\$ 816.90
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 195.24
	HUNTON, STEVE	\$ 195.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 147.76
	RODRIGUEZ, LOUIS	\$ 147.76
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 521.18
	VARBEL, VAN	\$ 521.18
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 399.18
	CLIFTON, NEIL	\$ 399.18
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 122.00
	DELGADO, FRANCOIS	\$ 122.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 521.18
	WELLMAN, JOHN THOMAS	\$ 521.18
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 25.76
	SPEARS, SUSAN	\$ 25.76
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 295.51
	TROXEL, WYATT	\$ 295.51
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 437.66

Check	Payee / Description	Amount
	CORLEY, WILLIAM	\$ 437.66
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 339.39
	CALLAHAN, CHARLES	\$ 339.39
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 268.47
	LESNIAKOWSKI, NORBERT	\$ 268.47
ACH	VERSTEEG, ALLEN Reim Monthly Health Prem	HEALTH PREM 289.90
	VERSTEEG, ALLEN	\$ 289.90
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 408.35
	HACKNEY, GARY	\$ 408.35
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 73.24
	CAREL, LARRY	\$ 73.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 315.66
	TOL, HAROLD	\$ 315.66
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 457.80
	BANKSTON, GARY	\$ 457.80
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 122.00
	ATWATER, RICHARD	\$ 122.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 437.66
	FIESTA, PATRICIA	\$ 437.66
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 875.31
	DIGGS, JANET	\$ 875.31
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 138.59
	CARAZA, TERESA	\$ 138.59
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 469.02

Check	Payee / Description	Amount
	ANDERSON, JOHN	\$ 469.02
ACH	DECOITE, DENNIS Reim Monthly Health Prem	HEALTH PREM 122.00
	DECOITE, DENNIS	\$ 122.00
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 753.74
	SANTA CRUZ, JACQUELYN	\$ 753.74
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 25.76
	HECK, ROSELYN	\$ 25.76
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 295.51
	SOPICKI, LEO	\$ 295.51
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 399.18
	HERNANDEZ, BENJAMIN	\$ 399.18
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 122.00
	GOSE, ROSEMARY	\$ 122.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 122.00
	KEHL, BARRETT	\$ 122.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 122.00
	RITCHIE, JANN	\$ 122.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 399.18
	LONG, ROCKWELL DEE	\$ 399.18
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 122.00
	FATTAHI, MIR	\$ 122.00
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 173.51
	WARMAN, RALPH	\$ 173.51
ACH	ROGERS, SHIRLEY	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	173.51
	ROGERS, SHIRLEY	\$	173.51
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM	260.59
	WALL, DAVID	\$	260.59
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM	260.59
	CHUNG, MICHAEL	\$	260.59
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM	173.51
	ADAMS, PAMELA	\$	173.51
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM	1,233.07
	BLASINGAME, MARY	\$	1,233.07
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM	25.76
	ANDERSON, KENNETH	\$	25.76
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM	286.35
	MOE, JAMES	\$	286.35
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM	677.54
	POLACEK, KEVIN	\$	677.54
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM	260.59
	ELROD, SONDR	\$	260.59
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM	457.80
	FRAZIER, JACK	\$	457.80
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM	122.00
	HOAK, JAMES	\$	122.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM	167.90
	DEZHAM, PARIVASH	\$	167.90

Check	Payee / Description	Amount
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 138.59
	FOLEY III, DANIEL J.	\$ 138.59
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 122.00
	CLEVELAND, JAMES	\$ 122.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 806.79
	LANGNER, CAMERON	\$ 806.79
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 138.59
	HAMILTON, LEANNE	\$ 138.59
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 122.00
	HOOSHMAND, RAY	\$ 122.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 122.00
	SCHLAPKOHL, JACK	\$ 122.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 457.80
	POOLE, PHILLIP	\$ 457.80
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 195.24
	ADAMS, BARBARA	\$ 195.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 599.94
	RUESCH, GENECE	\$ 599.94
ACH	GK & ASSOCIATES INC 46-1141-11/14 Prof Svcs	14-131R 19,999.50
	46-1141-11/14 Prof Svcs	14-132 13,320.00
	46-1141-11/14 Prof Svcs	14-134 8,928.00
	GK & ASSOCIATES INC	\$ 42,247.50
ACH	AQUA BEN CORPORATION CCWRF-2,300 Lbs Polymer 748E	32832 2,496.42
	AQUA BEN CORPORATION	\$ 2,496.42
ACH	JCI JONES CHEMICALS INC CCWRP-3,013 Gals Sdm Hypchlrt	642080 1,726.45

Check	Payee / Description	Amount
	TP1-4,927 Gals Sdm Hypchlrt 642678	2,823.17
	TP1-5,047 Gals Sdm Hypchlrt 642079	2,891.93
	TP1-5,009 Gals Sdm Hypchlrt 642679	2,870.16
	RP4-4,469 Gals Sdm Hypchlrt 639529	2,560.74
	TP1-4,997 Gals Sdm Hypchlrt 642680	2,863.28
	RP4-4,485 Gals Sdm Hypchlrt 642708	2,569.91
	JCI JONES CHEMICALS INC \$	18,305.64
ACH	KAMBRIAN CORPORATION	
	ISS-Annl Microsoft Office Sbscptn,Annl L 5661	7,920.20
	ISS-Microsoft Virtual Desktop Licenses 5660	2,675.10
	KAMBRIAN CORPORATION \$	10,595.30
ACH	DANRAE, INC	
	EN13045-12/2014 Professional Services 129317	1,050.00
	EN13035-12/2014 Professional Services 129315	2,292.50
	EN13054-12/2014 Professional Services 129316	2,336.25
	EN12022-12/2014 Professional Services 129314	2,318.75
	EN13056-12/2014 Professional Services 129313	1,268.75
	RA11004-12/2014 Professional Services 129318	2,537.50
	EN14027-12/2014 Professional Services 129312	1,260.00
	DANRAE, INC \$	13,063.75
Wire	TASC	
	P/R 26 12/24 Cafeteria Plan P/R 26 12/24	2,423.23
	TASC \$	2,423.23
Wire	STATE BOARD OF EQUALIZATION	
	12/14 Sales Tax Deposit 23784561 12/1	6,199.00
	STATE BOARD OF EQUALIZATION \$	6,199.00
Wire	STATE DISBURSEMENT UNIT	
	P/R 1 1/9 HR 0028100	1,026.91
	STATE DISBURSEMENT UNIT \$	1,026.91
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 1 1/9 Deferred Comp Ded HR 0028100	10,498.63
	PUBLIC EMPLOYEES RETIREMENT SY\$	10,498.63
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 1 1/9 PERS HR 0028100	236,116.40
	P/R 101 1/9 Taxes HR 0028200	948.30
	PUBLIC EMPLOYEES RETIREMENT SYS	237,064.70
Wire	STATE DISBURSEMENT UNIT	
	P/R 2 1/23 HR 0028400	1,026.91
	STATE DISBURSEMENT UNIT \$	1,026.91
Wire	PUBLIC EMPLOYEES' RETIREMENT S	
	1/15 Health Ins-Retirees,Board,Employees 1630 1/15	219,683.28

Check	Payee / Description	Amount
	PUBLIC EMPLOYEES' RETIREMENT SS	219,683.28
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 2 1/23 Deferred Comp Ded HR 0028400	10,248.51
	PUBLIC EMPLOYEES RETIREMENT SY\$	10,248.51
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 26 12/24 PERS—OVERPAYMENT P/R 26 OVERPY P/R 2 1/23 PERS HR 0028400	11,091.56- 212,691.69
	PUBLIC EMPLOYEES RETIREMENT SYS	201,600.13
Wire	METROPOLITAN WATER DISTRICT November 2014 Water Purchase 8194	2,539,678.74
	METROPOLITAN WATER DISTRICT \$	2,539,678.74

Grand Total Payment Amount: \$ 5,778,708.25

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JANUARY 9, 2015

PRESENTED AT BOARD MEETING ON MARCH 18, 2015

GROSS PAYROLL COSTS			\$1,126,247.04
DEDUCTIONS			(\$478,527.20)
NET PAYROLL			\$647,719.84 =====
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105368 - 105368		
TRANSACTION PROCESSED	1	316	317
AMOUNT	\$2,368.45	\$645,351.39	\$ <u>647,719.84</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JANUARY 23, 2015

PRESENTED AT BOARD MEETING ON MARCH 18, 2015

GROSS PAYROLL COSTS			\$1,110,190.31
DEDUCTIONS			(\$441,807.77)
NET PAYROLL			<u>\$668,382.54</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105374 - 105376		
TRANSACTION PROCESSED	3	0	3
AMOUNT	\$656.24	\$667,726.30	<u>\$668,382.54</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR JANUARY 9, 2015
PRESENTED AT BOARD MEETING ON MARCH 18, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,126.00	\$748.51
TERRY L. CATLIN	\$3,640.25	\$1,339.33
STEVEN J. ELIE	\$4,090.25	\$1,307.70
JASMIN HALL	\$2,823.91	\$1,817.00
GENE T. KOOPMAN	\$2,404.35	\$1,038.88
TOTALS	\$16,084.76	\$6,251.42

TOTAL EFTS PROCESSED	0
BEGINNING CHECK NO.	105369
ENDING CHECK NO.	105373
TOTAL CHECKS PROCESSED	5

IEUA DIRECTOR PAYSHEET

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-03-14	IEUA Board Meeting	No (Cancelled)	\$-0-
12-04-14	Mtg. w/Assemblymember Rendon to discuss water issues	Yes	\$225.00
12-10-14	Public, Legislative Affairs, & Water Resources Committee	Yes	\$225.00
12-10-14	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Yes (same day)	\$-0-
12-11-14	Special Board Workshop	Yes	\$225.00
12-17-14	IEUA Board Meeting	Yes	\$225.00
12-17-14	IEUA Holiday Luncheon	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$900.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			4

DIRECTOR SIGNATURE

[Handwritten Signature]

Approved by:

[Handwritten Signature]
 Terry Catlin, President, Board of Directors

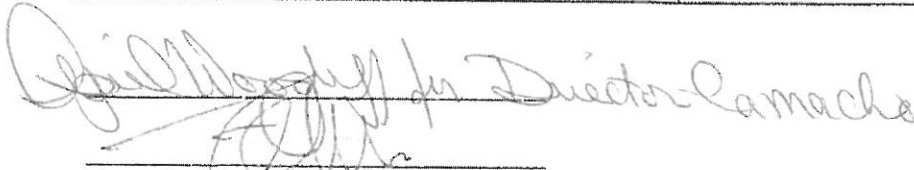
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-03-14	OP&T Committee Update Telecon	Yes	\$225.00
12-08-14	MWD Standing Committee Meetings	Yes	\$225.00
12-09-14	MWD Standing Committee and Board Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00
Total No. of Meetings Attended			3
Total No. of Meetings Paid			3

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin
President, Board of Directors


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

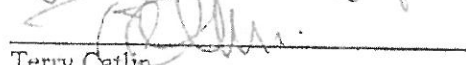
MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-4-14	Policy Committee Meeting	No	\$-0-

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

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET


TERRY CATLIN
 EMPLOYEE NO. 615
 ACCOUNT NO. 10200 110100 100000 501010

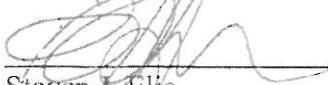
DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-01-14	Montclair City Council Meeting -- Paulitz presentation	Yes	\$225.00
12-03-14	Board Workshop	No (Cancelled)	\$-0-
12-08-14	Pre-Deposition Mtg. w/Nebenzahl	Yes	\$225.00
12-09-14	Sheilds Deposition	Yes	\$225.00
12-10-14	Audit Committee	Yes	\$225.00
12-10-14	Engineering, Operations & Biosolids Management Committee Meeting	Yes (same day)	\$-0-
12-11-14	IEUA Special Board Meeting	Yes	\$225.00
12-11-14	Upland Oversight Board Mtg.	Yes (no pay)	\$-0-
12-17-14	IEUA Board Meeting	Yes	\$225.00
12-17-14	IEUA Holiday Luncheon	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00 /
Total No. of Meetings Attended			9
Total No. of Meetings Paid			6 /

**DIRECTOR
SIGNATURE**

Approved by:





 Steven J. Elie
 Secretary/Treasurer, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION

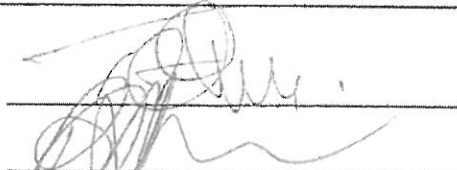
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-02-14	SAWPA Commission Workshop	No (Cancelled)	\$-0-
12-18-14	SAWPA Commission Meeting	Yes	\$225.00

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings*	\$225.00
Total No. of SAWPA Meetings Attended	1
Total No. of SAWPA Meetings Paid	1

DIRECTOR
SIGNATURE



Approved by:

Steven J. Ellie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$179.43 (2014) per meeting directly to the Agency.

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY

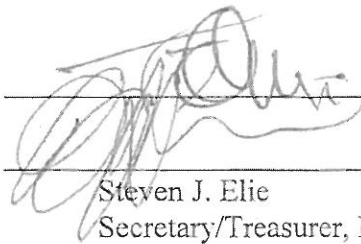
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-04-14	CDA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$225.00 ✓
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1 ✓

DIRECTOR
SIGNATURE _____

Approved by: _____



Steven J. Elie
Secretary/Treasurer, Board of Directors

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

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE

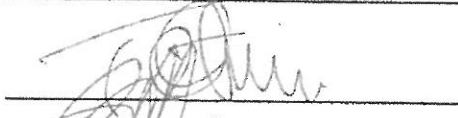
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-04-14	Policy Committee Meeting	Yes (same day)	\$-0-

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

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-12-14	CBWM Advisory Committee Meeting	No	\$-0-
12-12-14	Special CBWM Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE _____

Approved by: _____

Steven J. Elie
Secretary/Treasurer, Board of Directors

IEUA DIRECTOR PAYSHEET

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

DECEMBER 2014

12-01-14	Supervisor Hagman's Swearing-In Ceremony/presentation	Yes	\$225.00
12-02-14	ACWA Fall Conference	Yes	\$225.00
12-03-14	ACWA Fall Conference	Yes	\$225.00
12-03-14	IEUA Board Workshop	No (cancelled)	\$-0-
12-04-14	Conference Call w/G. Newmark to discuss Ontario Plume	Yes	\$225.00
12-08-14	Lunch Mtg/R. Bartlam/Chino Hills City Manager	Yes	\$225.00
12-10-14	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
12-10-14	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
12-11-14	IEUA Special Board Meeting	Yes	\$225.00
12-16-14	Pre-Deposition Meeting w/M. Nebenzahl	Yes	\$225.00
12-17-14	Cake Reception and Swearing-in for elected officials	Yes (same day)	\$-0-
12-17-14	IEUA Board Meeting	Yes	\$225.00
12-17-14	IEUA Holiday Luncheon	Yes (same day)	\$-0-
12-19-14	Shield Deposition	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,250.00
Total No. of Meetings Attended			13
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Steven J. Elie

 Director Elie

Approved By:

Terry Catlin

 Terry Catlin
 President, Board of Directors

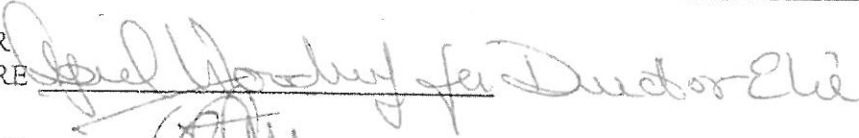

DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-12-14	CBWM Advisory Committee	No	\$-0-
12-12-14	CBWM Board Meeting	Yes (decline IEUA portion)	\$-0-

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

DIRECTOR SIGNATURE 
 Approved by: 
 Terry Catlin
 President, Board of Directors

*Decline IEUA portion

IEUA DIRECTOR PAYSHEET

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-01-14	Meeting w/C Hayes to discuss Agency business	Yes	\$225.00
12-02-14	ACWA Fall Conference	Yes	\$225.00
12-03-14	ACWA Fall Conference	Yes	\$225.00
12-04-14	ACWA Fall Conference	Yes	\$225.00
12-08-14	IERCA Board Meeting	Yes	\$225.00
12-09-14	Meeting w/ Mr. Grindstaff to discuss Agency business	Yes (staff)	\$-0-
12-09-14	Special Technical Workshop	Yes (same day)	\$-0-
12-09-14	Rialto City Council Meeting	Yes (same day)	\$-0-
12-09-14	Fontana City Council Meeting	Yes (same day)	\$-0-
12-10-14	Audit Committee	Yes	\$225.00
12-10-14	Engineering, Ops, Biosolids Committee	Yes (alternate) (same day)	\$-0-
12-10-14	Finance, Legal, & Admin Committee	Yes (non-rep)	\$-0-
12-11-14	Special Board Budget Workshop	Yes	\$225.00
12-11-14	OCSD & SAWPA Santa Ana Interceptor Line Ribbon Cutting Ceremony	Yes (same day)	\$-0-
12-12-14	Meeting w/General Counsel Cihigoyenetché	Yes	\$225.00
12-13-14	Fontana Christmas Parade	Yes	\$225.00
12-15-14	IERCA Special Board Mtg.	Yes	\$225.00
12-17-14	Cake Reception & Swearing In ceremony for elected officials	Yes (same day)	\$-0-
12-17-14	IEUA Board Meeting	Yes (10 mtg. max)	\$-0-
12-17-14	IEUA Holiday Luncheon	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,250.00
Total No. of Meetings Attended			20
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Opal Dowdy for Director Hall

Approved by:

Terry Catlin
Terry Catlin, President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-04-14	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR
SIGNATURE

Paul Woodhull for Director Hall

Approved by: _____

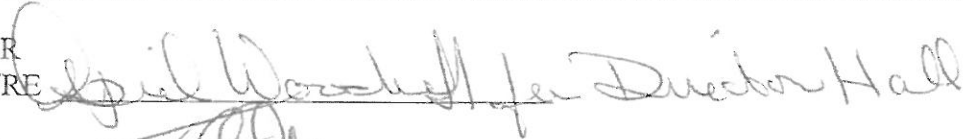
Terry Catlin
Terry Catlin
President, Board of Directors

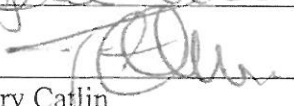
DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

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

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-02-14	SAWPA Commission Workshop	No (cancelled)	\$-0-
12-16-14	SAWPA Commission Meeting	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.57 – difference between SAWPA (\$179.43 (2014) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

GENE KOOPMAN
 EMPLOYEE NO. 642
 ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-02-14	Special Ontario Oversight Board Meeting	Yes (no pay)	\$-0-
12-03-14	Board Workshop	No (cancelled)	\$-0-
12-08-14	IERCA Board Meeting	Yes	\$225.00
12-10-14	Finance, Legal & Administration Committee	Yes	\$225.00
12-11-14	Special Board Workshop	Yes	\$225.00
12-15-14	Special IERCA Board Meeting	Yes	\$225.00
12-17-14	Cake Reception and Swearing-in Ceremony for elected Officials	Yes (same day)	\$-0-
12-17-14	IEUA Board Meeting	Yes	\$225.00
12-17-14	IEUA Holiday Luncheon	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00 ✓
Total No. of Meetings Attended			8
Total No. of Meetings Paid			5 ✓

REPRESENTATIVE'S
SIGNATURE

Gene Koopman for Director Koopman

Approved by:

Terry Catlin
 Terry Catlin
 President, Board of Directors


**ACTION
ITEM**


1C

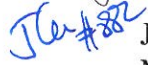
Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Adoption of the Regional Wastewater EDU Volumetric Rate for Fiscal Years 2015/16 through 2019/20

RECOMMENDATION

It is recommended that the Board of Directors adopt Rate Resolution 2015-3-1, establishing service rates for improvement district "C" for Fiscal Year (FY) 2015/16 through 2019/20 for the EDU volumetric rate for the Regional Wastewater Program.

BACKGROUND

At the February 26, 2015 the Regional Technical Committee (Committee) unanimously voted to recommend to the Regional Policy Committee to recommend to the IEUA Board of Directors (Board) to only adopt the proposed EDU volumetric rates for FYs 2015/16 and 2016/17. The basis for their recommendation was to allow for a review in 2017 of the proposed rates for FYs 2017/18-2019/20 to confirm the proposed rate increases are still necessary and justified. Agency staff assured the Committee that the semi-annual financial update already being provided could be enhanced to include a more thorough review of the adopted rates for FYs 2017/18-2019/20 prior to the effective date of the FY 2017/18 rate (around January 2016). Facilitating such a review process will allow for the adoption of the five year rates as proposed by the Agency, as well provide member agencies an opportunity to validate, and if necessary, modify the adopted rates for the remaining three years.

The staff proposed five year rates achieve the Board's objective to be at full cost of service as defined in the IEUA Business Goals Fiscal Responsibility (IEUA Goals) adopted in October 2013. Development of the IEUA Goals was a collaborative process with Agency stakeholders,

including members of the Regional Committees. Not having the proposed rates in place may impact the Agency's options to finance the planned relocation of the RP-2 solids handling facility and expansion of RP-5 in FY 2016/17.

Fiscal year 2014/15 is the final year of the three-year rates adopted by the Board in February 2012 for the Agency's Regional Wastewater and Recycled Water programs. The adoption of multi-year rates proved beneficial to both the Agency and its member agencies in terms of providing revenue stability, moving rates closer to full cost of service recovery consistent with the IEUA Business Goal of Fiscal Responsibility, and lessening Proposition 218 requirements.

In May 2014, Carollo Engineers, Inc. (Carollo) was contracted to conduct a nexus study to update the Agency's regional wastewater EDU connection fee. The scope of the study was expanded to include an in-depth evaluation of the existing rates for the Water Resources and Recycled Water programs. A key objective of the study is to achieve revenue stability for each of the programs to adequately support short term and long term projects as identified in the Agency's planning documents, amongst them: the Integrated Resources Plan, Recycled Water Program Strategy, Water Use Efficiency Plan, and Ten Year Capital Improvement Plan (TYCIP). Another key objective of the study is to ensure a more equitable allocation of costs by providing a closer nexus between how costs are incurred and how costs are recovered. The scope of the study includes:

- **Regional Wastewater EDU Connection Fee** – A one-time charge imposed on new or upsized meters or connections to compensate for the cost providing system capacity. This source of revenue supports capacity expansion and improvement of the regional wastewater system to meet future growth.
- **Recycled Water Program Rates:** The rates support costs associated with the operations and maintenance of the Agency's recycling facilities, groundwater recharge basin operating costs not reimbursed by Chino Basin Watermaster, and debt service costs. Recycled water provides the region with a reliable and affordable local water supply, reduces reliance on limited imported water supplies, and support the region's water portfolio and "drought resiliency" objective (IEUA Business Goal: Water Sustainability).
- **Water Resources Program Rates:** support the management and distribution of imported water supplies, development and implementation of regional water use efficiencies, water resource planning, and regional water supply programs. Current rates do not generate adequate revenue streams to support program costs and inequitably allocate costs to ratepayers. The proposed new rate structure addresses these issues and includes:
 - **Meter Equivalent Unit (MEU) rate:** supports Water Resources program operating costs, including the regional conservation program.
 - **Readiness to Serve (RTS) Recovery:** recovers pass through of Metropolitan Water District (MWD) RTS fees using the same 10 year rolling average methodology.

- **“One water” Connection Fee** - supports future expansion and improvement of the Agency’s regional water system which is comprised of potable, recycled water, and groundwater recharge supplies, as well capital conservation projects. Continual investment in securing reliable and sustainable water supplies is essential to ensuring the region continues to prosper from future economic development.

In addition to the rate workshops facilitated by Carollo (Appendix 1), two budget workshops have been held for the Agency’s Board of Directors and the Regional Committees. The budget workshops focused on the proposed multi-year rates for FYs 2015/16 to 2019/20 for the Agency’s Regional Wastewater, Recycled Water and Water Resources Programs, and the proposed TYCIP for FYs 2015/16 to 2024/25. At the second budget workshop on February 3, 2015 (Special Joint Meeting), the Board and Policy members recommended the adoption of the proposed monthly EDU volumetric rates for FYs 2015/16 to 2019/20 in March 2015, with an effective date of October 1, 2015. The March adoption will allow the City of Fontana to meet its submittal deadline to the San Bernardino County Tax Assessor for inclusion in next year’s property tax roll.

Evaluation of the other proposed multi-year rates for the Agency’s Regional Wastewater, Recycled Water, Water Resources programs, including the proposed new “one-water” connection fee will continue with a targeted adoption date of May 20, 2015. Staff is recommending an effective date of October 1, 2015 (Appendix 2) for all FY 2015/16 rates. The effective date for the ensuing fiscal years would be July 1st for all rates.

Regional Wastewater Program Rates

The Regional Wastewater Program is comprised of the Regional Wastewater Capital Improvement (RC) fund and the Regional Wastewater Operations & Maintenance (RO) fund. The RC fund records the capital, debt, and administration activities related to the acquisition, construction, expansion, improvement and financing of the Agency’s regional water recycling plants, large sewer interceptors, energy generation, and solids handling facilities. Key revenue and funding sources for the RC fund includes: EDU connection fees, property taxes (65% allocation of total tax receipts), and grants and loan proceeds.

The key revenue and funding sources for the RO fund include: EDU volumetric charges, property taxes, and reimbursement from the Inland Empire Regional Composting Authority (IERCA) for labor and operating costs. Major expenses include operating costs for the collection, treatment, and disposal of wastewater, maintenance and capital replacement and rehabilitation (R&R) costs of regional facilities and infrastructure, organic management activities, including the Agency’s 50 percent share of the IERCA composter, and debt service costs. The only rate recommended to be adopted in March 2015 is the monthly EDU volumetric charge.

EDU Volumetric Rate

EDU Volumetric rate is a monthly charge imposed on all regional wastewater system connections. This service charge supports operational, maintenance and administrative costs related to the collection, treatment and disposal of wastewater throughout the Agency’s service

area and unincorporated areas. It also covers R&R costs of regional wastewater facilities and infrastructure, and debt service costs. Pursuant to the Agency’s commitment to have rates that fully recover the cost of service, incremental increases to the monthly EDU volumetric rate are proposed over the next five fiscal years (Table 1).

Table 1: Proposed Multi-Year EDU Volumetric Rates (Effective October 1, 2015)

Program	Rate Description	FY 2014/15 Current	FY 2015/16 Proposed	FY 2016/17 Proposed	FY 2017/18 Proposed	FY 2018/19 Proposed	FY 2019/20 Proposed
Regional Wastewater	Monthly EDU Volumetric	\$14.39	\$15.89	\$17.14	\$18.39	\$19.59	\$20.00
Effective Date			10/01/15	07/01/16	07/01/17	07/07/18	07/01/19

The proposed \$15.89 per EDU for FY 2015/16 is recommended to take effect on October 1, 2015. If approved, the current rate \$14.39 per EDU will remain through September 30, 2015. Postponement of the proposed EDU rate to October 1st is estimated to result in a decrease of \$1.2 million in EDU volumetric revenue. Proposed rates for FYs 2016/17 to 2019/20 will be effective on July 1st.

Based on current assumptions, full cost of service, or recovery of O&M, R&R, and debt service costs, is projected to be reached in FY 2018/19, as shown on Figure 1.

Figure 1: EDU Volumetric Rate Cost of Service



Key Budget Assumptions

Table 2 summarizes the RO fund primary funding sources and uses of funds over the next five fiscal years based the proposed multi-year rates and key budget assumptions. A Sources and Uses of Fund report for FYs 2015/16 to 2019/20 is provided in Exhibit A.

**Table 2: Regional Wastewater Operations and Maintenance (RO) Fund
 Key Budget Assumptions**

<i>(\$Millions)</i>	5 Year Totals	Comments
Revenues and Other Funding Sources		
EDU Volumetric	\$292	Assumes annual growth factor of 0.25% in the number of billable monthly EDUs.
Property Tax	\$48	No change in the allocation of 22% and the level of property tax receipts. After achieving full cost of service, property taxes will be set aside to support the relocation of RP-2 solids handling to RP-5, rehabilitation of RP-1 and decommissioning of RP-2.
Expenses and Other Uses of Fund		
O&M (net IERCA labor costs)	\$270	Assumes 3% annual average inflationary increase.
Capital Replacement & Rehabilitation (R&R)	\$55	Capital project spending – partially supported by SRF loans and grants: <ul style="list-style-type: none"> • Water Quality Laboratory Replacement Chino Creek Wetlands and Educational Park Upgrades
Debt Service	\$3	Share of principal and interest costs for the 2008A Revenue Bonds and debt service costs for the laboratory’s SRF loan.

Cost of Service (COS) Components

The RO fund COS components include:

- O&M expenses (82%) budgeted at an average 3% annual increase,
- R&R (17%) capital projects for the rehabilitation and replacement of regional wastewater facilities and infrastructure,
- Debt service costs (1%) include a share of 2008A Revenue Bonds and future SRF loan for the Water Quality Laboratory replacement project.

The components and percentages of the total expenditures are summarized in Table 3.

Table 3: Regional Wastewater Operations and Maintenance (RO) Fund Expenses and Other Uses of Funds

Expense Category	Budget %	Description
Employment	37%	Regional Operations employment net of IERCA labor is 37 percent of the total program expense and 60 percent of the Agency's total employment costs.
Utilities	12%	Includes purchase of electricity from Southern California Edison, or the grid, use of natural gas, and purchase of renewable energy generated on site from solar, wind, and fuel cell.
Chemicals	7%	Assumes an average of 3% inflationary factor Major chemical used are Sodium Hypochlorite for disinfection, Polymer to enhance solids settling in primary clarifier and Ferric chloride to optimize treatment performance.
Professional Fees & Services	5%	Includes contract work and materials for regional wastewater facilities and equipment.
Materials & Supplies/Office & Administrative	4%	Operations and maintenance supplies for facility maintenance.
O&M Projects	2%	Major O&M maintenance and repair projects.
Operating Fees	2%	Includes permits and user charges for discharge of RP-1 centrate to the Non-Reclaimable Wastewater system.
Other Expenses	7%	Includes office and administration, leases and rentals, and allocated expenses for operation facilities.
Capital Replacement & Rehabilitation (R&R)	17%	R&R capital projects for regional wastewater related equipment and structures.
Debt Service	1%	Share of principal and interest costs for the 2008A Revenue Bonds and future repayment of the SRF Loan for the Water Quality Laboratory replacement.
Total	100%	

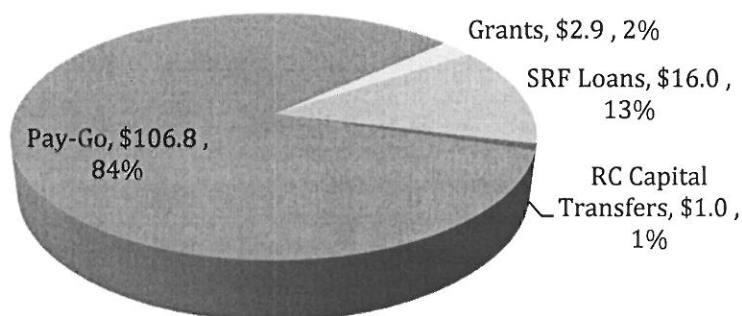
Capital Rehabilitation and Replacement (R&R) Projects

Except for the Water Quality Laboratory replacement project which is funded with a State Revolving Fund (SRF) loan, net of principal forgiveness (grant), the majority of the RO fund capital projects are primarily funded on a pay-go basis (Table 4 and Figure 2). Pay-go is a combination of user charges and property taxes (until full cost of service is achieved in FY 2018/19).

Table 4: Regional Wastewater Maintenance & Operations (RO) Fund Major Capital Projects

Project	Timeframe (Fiscal Years)	Ten Year Project Costs (\$Millions)
Regional Wastewater Projects Asset Management Plan (AMP)	2020/21 - 2024/25	\$50.0
Water Quality Laboratory Replacement	2015/16 - 2018/19	\$17.8
SCADA Enterprise System	2015/16 - 2018/19	\$8.7
RP-5 Process Improvements	2019/20 - 2021/22	\$6.3
RP-4 Process Improvements	2016/17 - 2018/19	\$5.2
All Other Projects	2015/16 - 2024/25	\$38.7
RO Total:		*\$126.7

Figure 2: R&R Projects Funding Sources

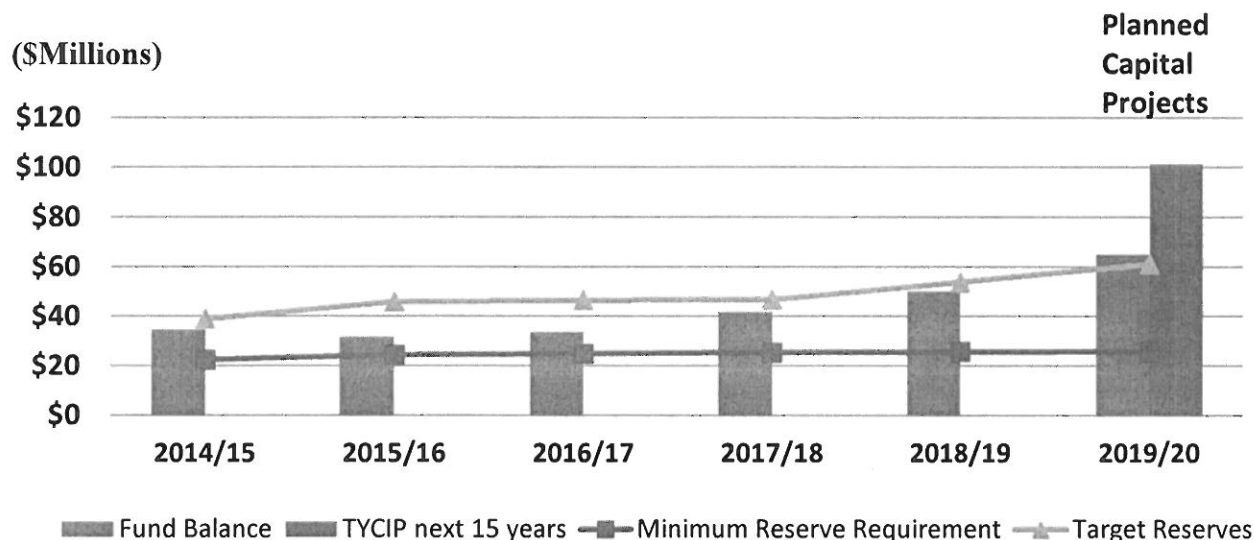


**\$126.7M includes \$12.5M O&M projects and \$114.2M R&R capital projects*

RO Fund Balance

The RO Fund balance in FY 2015/16 is estimated to be \$32 million; a decrease of 2.5 million, or approximately 7%, relative to the FY 2014/15 projected ending fund balance of \$34.5 million. The adoption of the proposed the multi-year rates and achievement of full cost of service by FY 2018/19 will allow the designation of property taxes to support future capital requirements estimated at \$101 million over the next 15 years, as indicated by the purple bar in FY 2019/20 on Figure 3.

**Figure 3: Regional Wastewater Operations and Maintenance (RO) Fund
 Projected Reserve Balance**



Closing

Consistent with the Regional Sewage Service Contract and the IEUA Business Goals, the proposed five year EDU volumetric rate will achieve full cost of service (COS); fully recovering the O&M, R&R, and debt service cost for the Agency’s Regional Wastewater O&M (RO) fund. Reaching cost of service will allow the use of property taxes allocated to the RO fund to be set aside to support major capital projects over the next 15 years, including the relocation of the RP-2 solids handling to RP-5, rehabilitation of RP-1 and ultimate decommissioning of the RP-2 site. The RP-2 plant is located on land leased from the US Army Corps of Engineers (the Corps) and is within the flood zone behind Prado Dam. The Corps and Orange County Flood Control District have plans to raise the maximum operational water level behind Prado Dam by 2021 triggering the need to relocate the RP-2 solids handling to RP-5. The lease is set to expire in 2035.

Table 5 is the timeline for adoption of the proposed multi-year rates.

Table 5: Multi-Year Rates Adoption Timeline

Date	Meetings
EDU Volumetric Rate	
2/26/15, 3/5/15	Regional Technical Committee / Regional Policy Committee
3/11/15, 3/18/15	IEUA Committee Recommendation/IEUA Board Approval
Wastewater Connection Fee, Recycled Water Rates, One Water Connection Fee, RTS Recovery, and Meter Equivalent Unit (MEU) rates	
3/10/15	Cost of Service Workshop #4: Connection Fees/Water Rates
4/1/15	Special Joint Mtg of the IEUA Board & Regional Policy Committee
4/14/15	Final Cost of Service Workshop #5: Connection Fees/Water Rates
4/30/15, 5/7/15	Regional Technical Committee / Regional Policy Committee
5/13/15, 5/20/15	IEUA Committee Recommendation/IEUA Board Approval
10/1/15	Recommended effective date for FY 2015/16 rates.

IMPACT ON BUDGET

There is no direct impact on the Agency's adopted Fiscal Year 2014/15 budget as a result of this item.

Attachments:

- Exhibit A– Regional Wastewater O&M (RO) Fund Sources and Uses of Funds Report
- Appendix 1 – Rates study workshops and meetings schedule
- Resolution No. 2015-3-1

Exhibit A: RO Fund FYs 2015/16 to 2019/20 Sources and Uses of Fund Report

INLAND EMPIRE UTILITIES AGENCY
 FISCAL YEAR 2015/16 BUDGET
 RO FUND - SOURCES AND USES OF FUNDS

	2012/2013	2013/2014	2014/2015	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
	ACTUAL	ACTUAL	AMENDED BUDGET	PROJECTED ACTUAL	PROPOSED BUDGET	FORECAST			
REVENUES									
User Charges	39,569,548	42,970,542	45,988,286	45,988,286	49,696,196	55,023,361	59,173,099	63,182,341	64,630,396
Cost Reimbursement JPA	3,252,652	3,054,632	3,471,033	3,211,133	3,378,369	3,470,762	3,572,316	3,658,482	3,736,974
Contract Cost Reimbursement	516,774	66,541	93,000	93,000	93,000	93,000	93,000	93,000	93,000
Interest Revenue	128,956	149,869	165,000	165,000	142,000	150,000	250,000	430,000	650,000
TOTAL REVENUES	43,467,930	46,240,584	49,717,319	49,457,419	53,309,565	58,737,123	63,088,415	67,363,823	69,110,370
OTHER FINANCING SOURCES									
Property Tax Revenues - Debt/Capital/Re	10,407,455	8,634,143	8,844,764	8,540,378	8,967,396	9,326,092	9,605,875	9,797,993	9,993,952
Grants	42,258	34,851	0	0	525,169	525,169	0	0	0
Other Revenues	589,464	724,766	565,416	565,416	738,000	756,540	775,636	795,305	815,564
TOTAL OTHER FINANCING SOURCES	11,048,177	9,393,760	9,410,180	9,105,794	11,178,124	18,264,451	17,745,148	10,675,116	10,809,517
EXPENSES									
Employment Expenses	23,614,915	23,035,298	28,380,805	25,333,949	26,653,344	27,382,268	28,183,469	28,863,275	29,482,528
Contract Work/Special Projects	130,522	585,650	3,004,240	1,023,700	1,500,000	1,300,000	1,300,000	1,300,000	1,300,000
Utilities	6,100,836	6,561,280	7,164,307	6,877,735	7,379,469	7,600,856	7,828,881	8,063,816	8,308,021
Operating Fees	579,760	683,310	1,157,589	1,607,589	1,107,252	1,137,262	1,170,515	1,202,963	1,237,734
Chemicals	3,578,136	4,125,729	4,715,529	4,526,908	4,593,104	4,730,898	4,872,824	5,019,008	5,169,579
Professional Fees and Services	1,872,563	2,132,842	3,493,950	2,969,858	2,679,964	2,751,834	3,106,797	3,283,538	3,494,121
Office and Administrative expenses	19,220	21,534	351,280	434,430	435,463	436,528	437,623	438,752	439,913
Biosolids Recycling	3,322,651	3,527,828	3,557,924	3,557,924	3,775,007	4,001,141	4,121,175	4,244,810	4,329,707
Materials & Supplies	1,688,761	1,683,604	2,129,332	1,809,932	1,914,334	2,190,860	2,143,745	2,208,337	2,395,311
Other Expenses	862,027	1,290,346	4,161,034	4,292,133	4,493,802	4,400,995	4,352,074	4,103,849	4,328,684
TOTAL EXPENSES	41,769,391	43,617,391	58,115,990	52,434,157	54,531,539	55,932,632	57,517,104	58,728,348	60,485,597
CAPITAL PROGRAM									
TOTAL CAPITAL PROGRAM	6,094,290	5,129,083	11,377,344	7,694,600	12,620,000	17,350,000	13,600,000	9,150,000	2,485,000
DEBT SERVICE									
TOTAL DEBT SERVICE	218,576	214,519	214,585	214,585	215,785	215,785	942,293	942,293	942,293
TRANSFERS IN (OUT)									
Capital Contribution	(400,000)	0	0	0	81,818	(1,545,455)	(790,909)	(1,195,455)	(1,200,000)
Debt Service	0	0	0	0	0	0	181,627	181,627	181,627
Property Tax Transfer	0	(2,200,000)	0	0	0	0	0	0	0
TOTAL INTERFUND TRANSFERS IN (OUT)	(400,000)	(2,200,000)	0	0	81,818	(1,545,455)	(609,282)	(1,013,828)	(1,018,373)
FUND BALANCE									
Net Income (Loss)	6,033,850	4,473,351	(10,560,420)	(1,780,129)	(2,797,817)	1,957,701	8,164,884	8,204,471	14,988,624
Fund Bal Adju to FY 11/12 CAFR									
Beginning Fund Balance July 01	25,798,903	31,832,753	36,306,104	36,306,104	34,525,975	31,728,158	33,685,859	41,850,743	50,055,214
ENDING FUND BALANCE AT JUNE 30	31,832,753	36,306,104	25,725,684	34,525,975	31,728,158	33,685,859	41,850,743	50,055,214	65,043,838
RESERVE BALANCE SUMMARY									
Capital / Operation Contingencies	13,923,130	14,539,132	19,372,000	17,478,054	17,051,050	17,487,292	17,981,598	18,356,624	18,916,210
Rehabilitation/Replacement	17,693,838	20,824,679	6,137,899	16,832,136	14,461,313	15,256,270	22,926,849	30,756,297	45,165,335
Debt Service & Redemption	215,785	942,293	215,785	215,785	215,785	942,293	942,293	942,293	942,293
ENDING BALANCE AT JUNE 30	31,832,753	36,306,104	25,725,684	34,525,975	31,728,158	33,685,859	41,850,743	50,055,214	65,043,838

Appendix 1: Rates Study Workshops and Meetings

Meeting	Discussion	Date
Cost of Service Workshop #1	Connection Fees	11/18/14
Cost of Service Workshop #2	Connection Fees	12/11/14
Cost of Service Workshop #3	Water Rates	1/13/15
Special Joint Meeting IEUA Board/Regional Policy Committee	Proposed Rates	2/4/15
Member Agency Meetings	Proposed Rates	January-May
Cost of Service Workshop #4	Connection Fees/Water Rates	3/10/15
Special Joint Meeting IEUA Board/Regional Policy Committee	Proposed Rates	4/1/15
Final Workshop	Proposed Rates	4/14/15

IEUA Proposed Multi-Year EDU Volumetric Rates for Fiscal Years 2015/16 - 2019/20



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

March 2015

Proposed Timeline

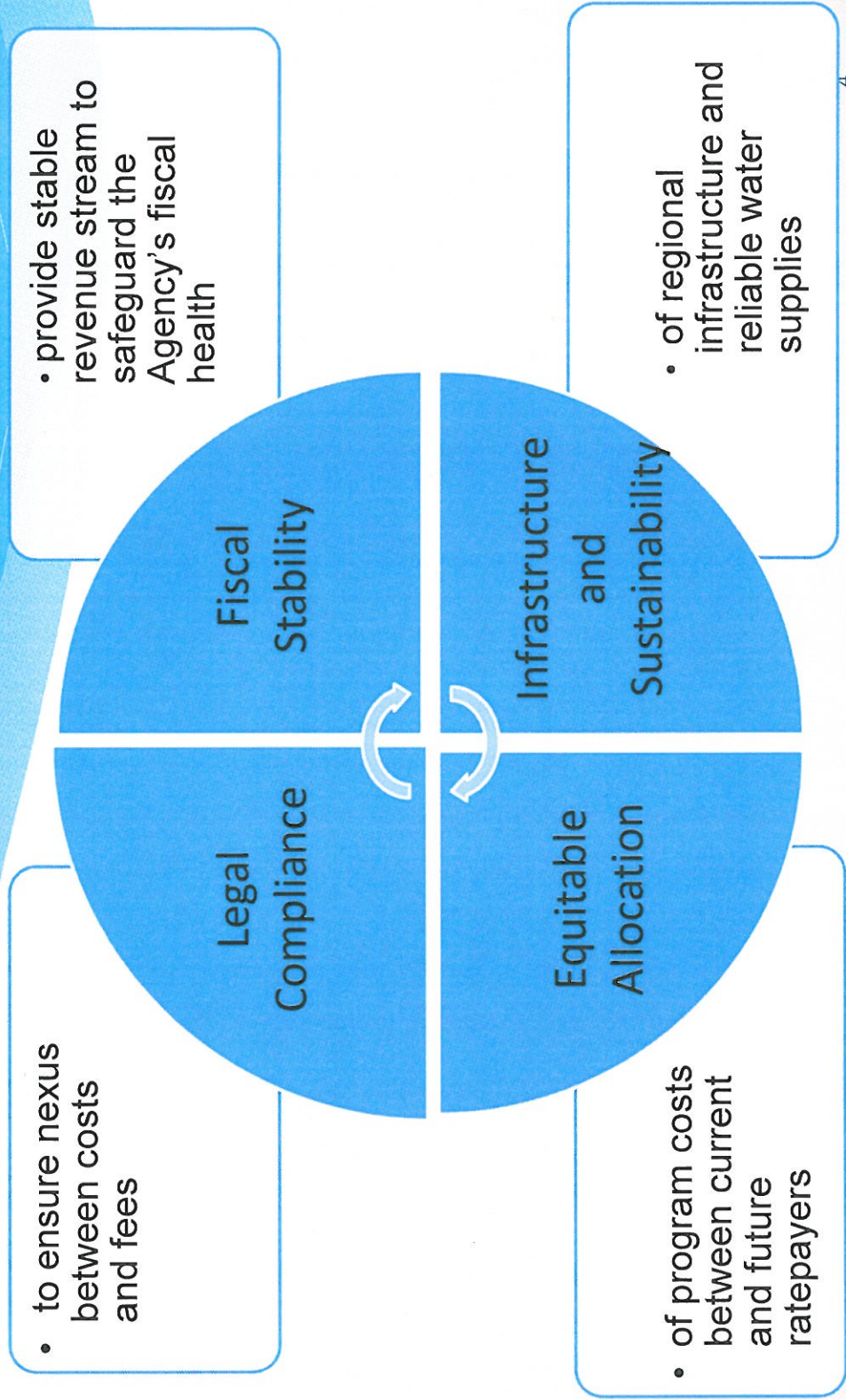
Multi-Year Rates FYs 2015/16 - 2019/20

Program	Rate	Proposed Adoption Date	Effective Date
Regional Wastewater	Monthly Volumetric EDU	3/18/15	10/1/15
	Connection Fees		
Recycled Water	Direct Delivery per AF		
	Groundwater Recharge per AF	5/20/15	10/1/15
	“One Water” Connection Fees		
	Meter Charge	Replaced with RTS Recovery Rate	
Water Resources	AF Surcharge	Replaced with MEU Rate	
	Meter Equivalent Units (MEUs)		
	RTS Recovery	5/20/15	10/1/15

Review Process

Meeting	Discussion	Date
Cost of Service Workshop #1	Connection Fees	11/18/14
Cost of Service Workshop #2	Connection Fees	12/11/14
Cost of Service Workshop #3	Water Rates	1/13/15
Special Joint Meeting IEUA Board/Regional Policy Committee	Proposed Rates	2/4/15
Member Agency Meetings	Proposed Rates	January-May
Cost of Service Workshop #4	Connection Fees/Water Rates	3/10/15
Special Joint Meeting IEUA Board/Regional Policy Committee	Proposed Rates	4/1/15
Final Workshop	Proposed Rates	4/14/15

Key Rate Objectives



Benefits

```
graph TD; B((Benefits)) --- B1((Achieves full cost of service in a reasonable timeframe.)); B --- B2((Provides necessary resources to support investment in water reliability and sustainability in the region to ensure continual economic development.)); B --- B3((Allocates costs more equitably between current and future users.)); B --- B4((Provides for no change in the allocation of property taxes within the funds.)); B --- B5((Affords revenue stability to the Agency and member agencies.))
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Achieves full cost of service in a reasonable timeframe.

Affords revenue stability to the Agency and member agencies.

Provides necessary resources to support investment in water reliability and sustainability in the region to ensure continual economic development.

Provides for no change in the allocation of property taxes within the funds.

Allocates costs more equitably between current and future users.

Regional Wastewater EDU Monthly Volumetric Rate

Proposed

Effective on October 1, 2015

Monthly
Volumetric
EDU Rate

Full cost recovery
achieved in FY 2018/19

		Proposed				
FY	FY	FY	FY	FY	FY	
2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	
\$14.39	\$15.89	\$17.14	\$18.39	\$19.59	\$20.00	

What is an EDU Volumetric Rate?

Monthly charge imposed on all regional wastewater system connections.

What does it cover?

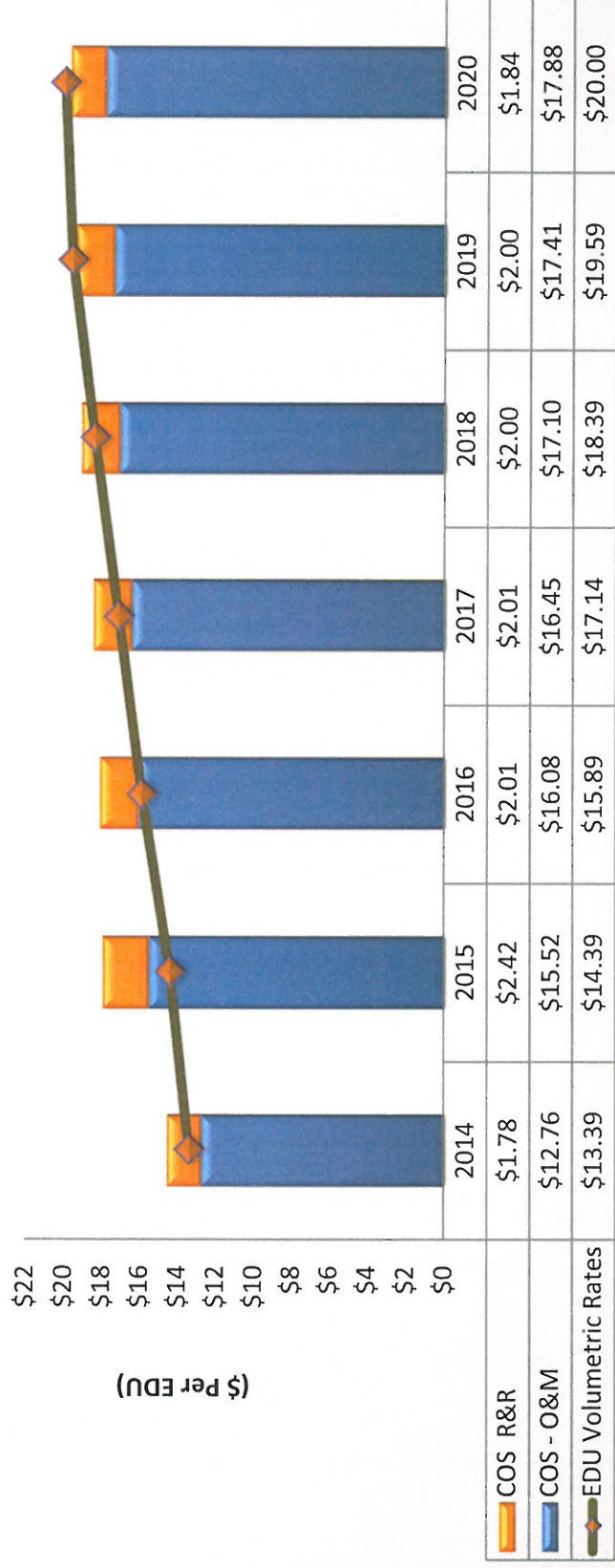
Operational, maintenance and administrative costs related to the collection, treatment and disposal of wastewater throughout the Agency's service area and unincorporated areas.
Replacement & Rehabilitation (R&R) costs of regional wastewater facilities and infrastructure.
Debt service.

How does this benefit?

Ensures wastewater treatment meets regulatory compliance.
Protection of public health and environmental sustainability.
Achieving full cost of service will reduce reliance on property tax subsidies.
Allow use of property taxes to support major capital costs in the future.

EDU Volumetric Rate Cost of Service

- Achieves full cost of service recovery by FY 2018/19.
- Reduces reliance of property tax to subsidize O&M and R&R costs.
- Allows for the use of property taxes to support future capital requirements; RP-2/RP-5 Solids Handling Relocation, RP-1 Rehabilitation and RP-2 Decommission.



Key Budget Assumptions

RO Fund

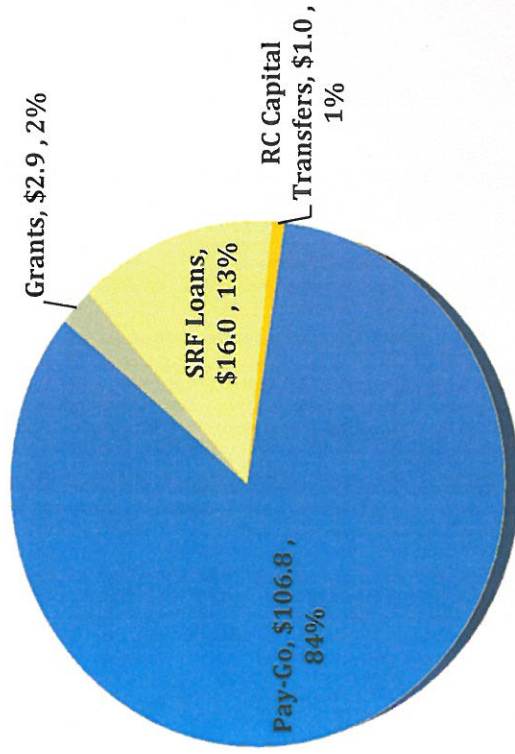
	5 Year Totals	Comments
Revenues and Other Funding Sources		
EDU Volumetric	\$292	Assumes annual growth factor of 0.25% in the number of billable monthly EDUs.
Property Taxes	\$48	No change in the allocation of 22% and the level of property tax receipts. After achieving full cost of service, property taxes will be set aside to support the rehabilitation of RP-1 and decommissioning of RP-2.
Expenses and Other Uses of Fund		
O&M (net IERCA labor costs)	\$270	Assumes 3% annual average inflationary increase.
Replacement & Rehabilitation (R&R) capital projects	\$55	Capital project spending – partially supported by SRF loans and grants: <ul style="list-style-type: none"> • Water Quality Laboratory Replacement • Chino Creek Wetlands and Educational Park Upgrades
Debt Service	\$3	Share of principal and interest costs for the 2008A Revenue Bonds and debt service costs for the laboratory's SRF loan.

R&R Projects and Funding Sources

RO Fund

Project	Timeframe (Fiscal Year)	Ten Year Project Costs (\$Millions)
Regional Wastewater Projects Asset Management Plan (AMP)	2020/21 – 2024/25	\$50
Water Quality Laboratory Replacement	2015/16 – 2018/19	\$18
SCADA Enterprise System	2015/16 – 2018/19	\$9
RP-5 Process Improvements	2019/20 – 2021/22	\$6
RP-4 Process Improvements	2016/17 – 2018/19	\$5
All Other Projects	2015/16 – 2024/25	\$39
	RO Total:	*\$127

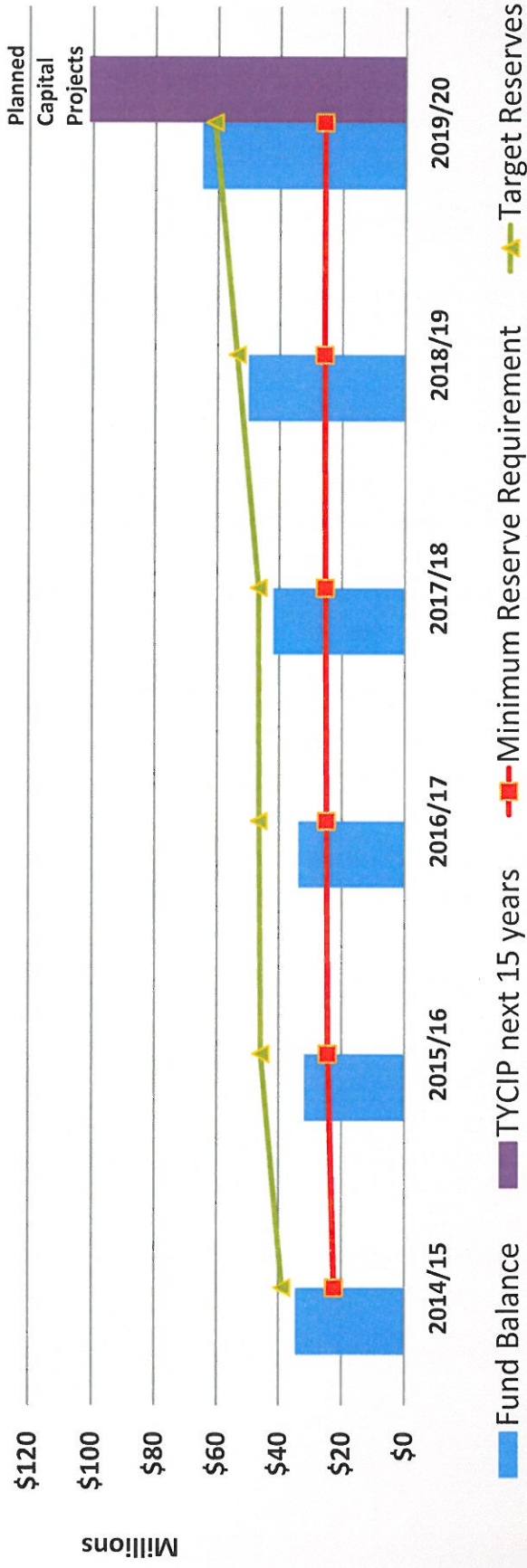
Funding Sources (\$ Millions)



*\$127M includes \$114M R&R capital projects and \$13M O&M/special projects

Projected Reserve Balance RO Fund

- Achieving full cost of service in FY 2018/19 will allow designation of property taxes to support future capital requirements.
- Capital projects estimated to be \$101 million over the next 15 years.



Timeline

Meeting	Date
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EDU Volumetric Rate

Regional Technical Committee/Regional Policy Committee	2/26/15, 3/15/15
IEUA Committee Recommendation/IEUA Board Approval	3/11/15, 3/18/15

Wastewater Connection Fee, Recycled Water Rates, One Water Connection Fee, RTS Recovery, and Meter Equivalent Unit (MEU) rates

Cost of Service Workshop #4: Connection Fees/Water Rates	3/10/15
Special Joint Meeting of the IEUA Board & Regional Policy Committee	4/1/15
Final Cost of Service Workshop #5: Connection Fees/Water Rates	4/14/15
Regional Technical Committee/Regional Policy Committee	4/30/15, 5/7/15
IEUA Committee Recommendation/IEUA Board Approval	5/13/15, 5/20/15
Recommended effective date for FY2015/16 Rates	10/1/15



Questions?

RESOLUTION NO. 2015-3-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING SERVICE RATES FOR IMPROVEMENT DISTRICT "C" FOR FISCAL YEAR 2015/16 THROUGH YEAR 2019/20

WHEREAS, pursuant to the Regional Sewage Service Contract, the Regional Contracting Agencies Advisory Committees have received and reviewed the Regional Wastewater Program Budget with an associated service rate for Fiscal Years 2015/16 through FY 2019/20;

WHEREAS, The Regional Advisory Committees have reviewed and recommended service rates for Fiscal Years 2015/16 through 2019/20:

NOW, THEREFORE, the Board of Directors hereby RESOLVES, DETERMINES, AND ORDERS the following to be effective July 1st of each fiscal year, excluding FY 2015/16, which will require an agreed upon effective date of October 1, 2015:

Section 1. Effective October 1, 2015, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$15.89 per equivalent service unit (EDU) per month or \$1,810.00 per million gallons.

Section 2. Effective July 1, 2016, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$17.14 per equivalent service unit (EDU) per month or \$2,060.00 per million gallons.

Section 3. Effective July 1, 2017, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$18.39 per equivalent service unit (EDU) per month or \$2,310.00 per million gallons.

Section 4. Effective July 1, 2018, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$19.59 per equivalent service unit (EDU) per month or \$2,560.00 per million gallons.

Section 5. Effective July 1, 2019, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$20.00 per equivalent service unit (EDU) per month or \$2,810.00 per million gallons.

Section 6. The provisions of the Regional Sewage Service Contract and any amendments thereto are hereby applicable and will remain in full force and effect.

Section 7. That upon the effective date of this Resolution, Resolution No. 2012-2-2 is hereby rescinded.

ADOPTED this 18th day of March, 2015.

President of the Inland Empire
Utilities Agency* and of the Board
of Directors thereof

ATTEST:

Secretary 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. 2015-3-1 was adopted at a Board
Meeting on March 18, 2015, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

* A Municipal Water District


**ACTION
ITEM**


1D


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/11/15)
Engineering, Operations, and Biosolids Management Committee (03/11/15)
Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Procurement Ordinance Revisions

RECOMMENDATION

It is recommended that the Board of Directors hold a public hearing to receive comments and, upon conclusion of the public hearing, adopt Ordinance No. 101; establishing and setting forth the policies governing Agency authority and dollar limits for procurement and procurement-related activities.

BACKGROUND

The Agency's current Procurement Ordinance No. 95, was adopted by the Board of Directors on August 21, 2013. That Ordinance has served the Agency well through its established procurement thresholds, expenditure (approval) limits, delegated authority, solicitation requirements and protocols.

The proposed Procurement Ordinance provides for a number of key changes that will improve the Agency's ability to conduct routine business, while ensuring adequate fiscal controls and transparency of expenditures. Most of these changes were prompted by discussions between key stakeholders; i.e., Maintenance, Operations, Engineering, Construction Management, and Executive Management, as well as the Internal Auditor. Additionally, with the merging of the Contracts and Procurement Department with Risk, Facilities Services and Records Management,

the new department name was changed to Contracts and Facilities Services. The proposed changes include:

- **Definitions:** Adds definitions for; “Negotiated Procurements,” “Pre-Qualification,” and, “Surplus Personal Property.” Broadens definition for “Emergency Procurement.”
- **Single/Sole Source Threshold:** Change the threshold for single/sole source purchases from \$50,000 to \$100,000.
- **Informal Solicitations:** Adds clarification for how on-sites services shall be solicited to address requirements related to prevailing wage, contractor registration with the Department of Industrial Relations (DIR), certified payroll, insurance and bonding.
- **Pre-qualification Process:** Adds in the process for projects under and over the two million dollar thresholds.
- **Rejection of Offers:** Increases the threshold from \$250,000 to \$500,000 for the General Manager to reject offers and move forward to rebid a project.

The proposed Procurement Ordinance will provide for reduced cycle time, thereby streamlining the procurement and contracting processes. These changes continue to support a central procurement and contracting initiative, which focuses on best value procurements, leveraging technology, improving efficiency and customer service; while continuing to provide defensible procurement tools to protect and preserve the public trust.

These changes in the ordinance are consistent with the Agency’s Business Goals under *Fiscal Responsibility and Business Practices*, as they support the Agency and internal customers in the completion of their tasks and projects through sound fiscal spending and efficient processes.

PRIOR BOARD ACTION

On August 21, 2013, The Board of Directors adopted Procurement Ordinance No. 95.

IMPACT ON BUDGET

None.

Attachment:
Ordinance No. 101

ORDINANCE NO. 101

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (AGENCY), ESTABLISHING AND SETTING FORTH THE POLICIES GOVERNING AGENCY AUTHORITY AND DOLLAR LIMITS FOR BEST VALUE PROCUREMENTS AND PROCUREMENT-RELATED ACTIVITIES

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (AGENCY) AS FOLLOWS:

SECTION 1	-	PROCUREMENT DEFINITION AND INSTRUMENTS
SECTION 2	-	EXPENDITURE APPROVALS & REQUIREMENTS
SECTION 3	-	SOLICITATIONS AND TERM LIMITS
SECTION 4	-	TRADES AND EXCHANGES
SECTION 5	-	REAL PROPERTY ACQUISITION
SECTION 6	-	DISPOSAL OF SURPLUS
SECTION 7	-	POLICIES AND PROCEDURES
SECTION 8	-	PROHIBITATION OF UNAUTHORIZED PROCUREMENT AND REQUIREMENTS FOR PROCUREMENT FUNDING
SECTION 9	-	DEPARTMENT COOPERATION
SECTION 10	-	EXCEPTION TO THIS ORDINANCE
SECTION 11	-	VOIDABLE
SECTION 12	-	SEVERABILITY
SECTION 13	-	REPEAL
SECTION 14	-	EFFECTIVE DATE AND EXECUTION

SECTION 1: PROCUREMENT DEFINITIONS AND INSTRUMENTS

1. **Definitions:** The following definitions shall apply to this Ordinance:
 - A. “Appropriated Funding” shall mean that funding which has been authorized by the Board as part of the fiscal year budget, or as a respective augmentation thereto.
 - B. “Authority to Approve” shall mean authority to designate appropriated funding for a specific procurement.
 - C. “Authority to commit” shall mean authority to effect and bind a procurement commitment, including contractual document execution, for a specific designated procurement.
 - D. “Best Value Procurements” for procurements other than public works, shall mean an award based on the best overall value to the Agency including, but not limited to: acquisition cost; lifetime cost of ownership;

ability, capability, and skills (e.g., experience, value-added services, etc.) of supplier/contractor; ability of supplier/contractor to meet the project schedule; character, integrity, reputation and judgment of supplier/contractor (e.g., from reference checks, site visits, and background checks); quality of previous work with Agency or other public entities; warranty or other documented considerations of value (e.g., discounted spare parts) offered to the Agency.

- E. "Budgeted Procurements" shall mean capital projects and operations and maintenance items that have been specifically included as part of the fiscal year budget, or as a respective augmentation thereof, and authorized by the Board.
- F. "Change Order" and "Amendment" shall mean any respective modification to an existing procurement or respective contractual document.
- G. "Competition" shall mean any award whereby a solicitation has been directed to multiple sources and where at least one response is received.
- H. "Contracts and Facilities Services" (CFS) shall refer to the department charged with the responsibility and authority to manage all aspects of the solicitation, negotiation, award, acquisition, contract administration, and surplus/disposal processes for goods, services, property and minor construction (excludes major public works and emergency procurements awarded through and administered by the Engineering and Construction Management Department).
- I. "Contractual Document" shall mean the document which binds Agency commitment of a procurement; such as a contract, agreement, lease, purchase order, change order, or amendment thereto.
- J. "Cooperative Procurement" shall mean a procurement (i.e., combining of requirements) conducted on behalf of two or more public procurement units in order to obtain the benefit of volume purchasing, economies of scale, and/or reduction in administrative expenses.
- K. "Delegate Authority" shall mean authority to assign authority, at specified limits, to respective subordinate staff.
- L. "Electronic Procurement" or "e-Procurement" shall mean electronic implementation of the procurement cycle.
- M. "Electronic Sourcing" or "e-Sourcing" shall mean an internet-based acquisition process that allows for electronically posting the requirement and electronic or hardcopy receipt of quotes, proposals, or bids in order to make a best-value acquisition.

- N. "Emergency Procurement" shall mean any procurement required for the prevention against imminent danger, or to mitigate the loss or impairment of: life, health, or safety of the public, Agency employees, suppliers, contractors; public or private property; compliance with critical permit and regulatory requirements; or any other condition which cannot reasonably be foreseen and would have a significant effect on the public's health/safety or that could have a significant adverse financial impact on the Agency.
- O. "Formal Solicitation" shall mean the issuance of a written request for sealed bids, proposals, or quotations.
- P. "Informal Solicitation" shall mean the verbal or written request for a verbal or written bid, proposal, or quotation.
- Q. "In the absence of ..." shall mean a reasonable amount of time away from the office, exceeding 24 hours.
- R. "Master Contracts" shall mean competitively-let contracts issued to one or more qualified suppliers/contractors where work shall be performed by task orders. Task orders under the master contract have a Board approved expenditure limit, unless specifically approved otherwise by the Board of Directors.
- S. "Negotiated Procurement" shall mean a documented procurement whereby competitive practices may not be practical; due to a unique circumstance such as special pricing, limited time offer, complex contractual terms (e.g., power purchase agreements, energy, specialized technology) and discussions and bargaining are used to finalize the procurement.
- T. "Non-Fiscal" shall mean having no direct impact on appropriated budgets, or otherwise requiring financial commitment of the Agency.
- U. "Piggyback Procurement" shall mean utilizing another public agency's contract or agreement to obtain more advantageous prices and terms than can be otherwise obtained on the open market.
- V. "Pre-Qualification" shall mean the process (Request for Qualification – RFQ) conducted by the Engineering and Construction Management (E&CM) Department to identify Prime Contractors that are capable and responsible to bid on public works projects.

- W. "Procurement" shall mean the purchase or otherwise compensatory securing of materials, supplies, services, leases, and equipment, real property, or public works services.
- X. "Procurement Aggregate" shall mean the total of the initial procurement and all respective change orders or amendments thereto.
- Y. "Professional Services" shall mean any specially-trained and experienced individual, firm or corporation, providing services and advice in financial, economic, accounting, engineering, information services, technical, architectural, or other administrative/professional matters.
- Z. "Public Works" shall mean the erection, construction, alteration, repair, maintenance or improvement of any public structure, building, road, or other improvement as specified in the California Public Contract Code; specifically, Article 40, Sections 20640-20644, and Article 72, Sections 21050-21051.
- AA. "Reverse Auction" shall mean a competitive electronic solicitation process for equipment, materials, supplies, and services in which bidders compete against each other in real time in an open and interactive web environment.
- AB. "Single Source" shall mean a procurement action where there is a compelling reason for selection of a preferred brand: such as standardization; time/schedule constraints; technical expertise; follow-on work to an existing contract to be procured; etc.
- AC. "Sole Source" shall mean a procurement action where only one viable source exists. This is usually due to legal restrictions of patent rights, a proprietary process, warranty issues, original equipment manufacturer, and copyrights.
- AD. "Surplus Personal Property" shall mean items having no further use to the Agency; scrap, broken, obsolete, abandoned, or unusable materials or equipment.
- AE. "Trades and Exchanges" shall mean authorized surplus items used for the acquisition of materials, supplies, services, leases, and/or equipment.
- AF. "Unauthorized Procurements" shall mean work initiated by staff without the prior approval of the Board of Directors (Board), General Manager ("GM"), Chief Financial Officer (CFO), or the Manager of CFS, based upon authorization thresholds identified herein; followed by an approved purchase requisition and procurement instrument. Should it be necessary to interpret what is or is not an unauthorized procurement, General

Counsel shall provide the interpretation on behalf of the Board of Directors.

AG. "Where possible and practical" shall mean CFS's discretion to make a documented decision in the best interest of the Agency.

2. Procurement Instruments: All procurement actions, shall be effected by and at the discretion of the Board, the GM, the CFO, the Manager of CFS, or as authorized by one of the aforementioned, as authorized designees, using one of the following respective instruments:

- A. Petty Cash – for limited amount cash advance or reimbursement; or,
- B. Agency Check – A draft drawn on an Agency bank account for the procurement of goods and services; or,
- C. Blanket Purchase Agreement (BPA) – Simplified acquisition method to fill anticipated repetitive needs for supplies or services; or
- D. Contractual Document – (See Section 1.1 above); or,
- E. Credit/Procurement Card – for procurements under \$5,000 in accordance with the individual Credit/Procurement Card restrictions and as set forth in administrative policy (see Section 3.7 for exceptions).

SECTION 2: EXPENDITURE APPROVALS AND REQUIREMENTS

- 1. All purchases, agreements, services, leases, and/or contracts including construction contracts, for materials, supplies, equipment, and other personal property shall be made in accordance with this Ordinance.
- 2. Splitting or separating of material, supply, service, lease, and equipment orders or projects for the expressed purpose of evading the requirements of this Ordinance is strictly prohibited. Splitting is defined as a series or more than one purchase request transaction for the same project requested separately in order to evade either the solicitation requirements or the higher approval thresholds. Discrete subsequent amendments or change orders that are for separate subprojects or disciplines (e.g., structural or electrical design of a larger project) under the same contract do not apply to this provision. Subsequent follow-on requests, at the discretion of the Manager of CFS, may require inclusion in the GM Report to the Board. Construction contracts may have subsequent change orders in accordance with the requirements of the Public Contract Code. Task Orders under the Master Contract Program do not fall under the provision of this requirement.
- 3. Procurement authorization parameters and limits are as follows:

A. Approval and execution of original procurements as indicated in the following table and as delegated below.

Approver	Emergency	Competitively-Let	Single or Sole Source	Public Works Change Order & Amendments	Non Public Works Change Order & Amendments
Board		>\$100K	>\$100K	>\$100K	>\$40K
GM	Unlimited	≤\$100K	≤\$100K	≤\$100K	≤\$40K
CFO	As delegated	≤\$100K	≤\$100K	≤\$100K	≤\$40K
Mgr. of CFS	As delegated	≤\$100K	≤\$100K	≤\$100K	≤\$40K

1. Board approval is required for competitively-let procurements greater than \$100,000, unless the procurement is a competitively-let “budgeted procurement” under \$250,000, specifically identified as a detailed line item in the fiscal year adopted budget.
2. Board approval is required for single or sole source procurements greater than \$100,000.
3. The GM is authorized to approve and execute competitively-let procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.
4. The GM is authorized to delegate authority to approve and execute procurements less than or equal to the limits established for the GM.
5. In the absence of the GM, the CFO is authorized to approve and execute procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.
6. The CFO is authorized to delegate that authority to approve and execute procurements, less than or equal to that limit which has been established for the CFO.
7. In the absence of the GM, the CFO, the Manager of CFS is authorized to approve and execute procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.

B. Change order and amendment authorization parameters and limits are as follows:

1. Board approval is required for any single change order or amendment greater than \$40,000. However, for public works project change orders, Board approval and execution is required for requests exceeding \$100,000.
 2. The GM is authorized to approve and execute respective change orders and amendments less than or equal to \$40,000, or less than or equal to \$100,000, for public works projects. The GM may delegate this authority up to the limits established for the GM.
- C. The Manager of CFS is authorized to execute all approved and budgeted procurements made by Purchase Orders and Change Orders; as well as Contracts and Contract Amendments up to the Manager's internal approval limit or as otherwise delegated.
- D. The Manager of CFS is authorized to establish and approve all BPAs, in the best interest of the Agency.
- E. The Manager of CFS is authorized to request an interpretation for any procurement from General Counsel pertaining to this Ordinance. General Counsel's opinion shall be conclusive.
- F. The GM is authorized to terminate any procurement or contractual obligation less than or equal to \$500,000, in the best interest of the Agency.

SECTION 3: SOLICITATIONS AND TERM LIMITS

1. Solicitations for best value to the Agency and their parameters and limits (subject to other provisions of this section) are as follows:
 - A. Formal Competitive Solicitations:
 1. Shall be required for Agency procurements estimated to be greater than \$50,000, or for Public Works Projects, as set forth and adjusted by applicable Public Contract Code (PCC) (i.e., PCC 20642 – Bidding Requirements). The use of e-sourcing, the online solicitation system, is acceptable for issuance of formal solicitations; as well as the receipt of proposals or bids (unless specifically stated otherwise within the solicitation documents). Public works construction may be advertised in the Green Sheet, on the Agency's website or through the online solicitation system.
 2. Shall, at a minimum, be advertised in one general circulation newspaper within the Agency's geographic boundaries and/or

advertised on either the Agency's website and/or a regional purchasing website as determined by the Manager of CFS.

3. Shall, whenever possible and practical, provide a minimum of 14 calendar days for response.
4. Shall require the receipt of a minimum of one competitive response; or, have been directed to a minimum of five qualified potential respondents, when available.
5. Public Work bids shall be publicly unsealed, and respective dollar amount(s) announced. This may be electronically facilitated at the discretion of the Manager of CFS.
6. Proposals and quotations may be publicly unsealed, and respective dollar amount(s) announced.
7. For procurements funded by a Federal grant, no award shall be permitted to any vendor for any contract or sub-contract at any tier level for a vendor which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.
8. Award details shall be made available following approval of the award; either on the Agency's website, the e-sourcing website, or delivered upon specific request.
9. The formal competitive solicitation process may be waived at the discretion of the GM or his/her designated representative, when there is a compelling reason (e.g., public safety, prevent loss of life, imminent danger, or other valid reason). The GM shall document the reason and inform the Board at the next regularly-scheduled meeting.

B. Informal Competitive Solicitations:

1. For procurements estimated to be greater than \$10,000 and less than or equal to \$50,000, solicitations shall be posted on the electronic solicitation system or sent and documented via email to a pre-qualified list (e.g., Master or Pre-qualified Contractors) with a minimum of two competitive written or electronic responses received by CFS, where possible and practical.
2. For procurements estimated to be greater than \$5,000 and less than or equal to \$10,000, shall be either posted on the electronic

solicitation system or sent and documented via email or fax transmission to a minimum of two prospective suppliers.

3. For procurements less than \$5,000, one written quote is sufficient. The quote may be within an electronic sourcing and procurement process, which identifies pricing and electronically submits purchase orders, after approval, to the suppliers.
4. For procurement of on-site services, solicitations shall be conducted through CFS to address relevant terms and conditions related to prevailing wage, risk mitigation, insurance and bonding requirements, unless designated an emergency.

C. Requests for Information:

In order to facilitate the budgetary and planning processes, Agency staff other than CFS, may request informal pricing and related information for the express purpose of obtaining estimates for services, materials, equipment and supplies, identify availability of materials and supplies and identify lead-times, as provided for by policy. The requestor shall declare that the request is for "budgetary and informational purposes only" and is not to be construed as an offer or commitment to procure any product or service. Requests for Information shall not be used in lieu of the informal and formal solicitation processes provided for herein. Exceptions shall be at the sole discretion of the Manager of CFS, CFO, or GM.

D. Reverse Auctions:

1. Reverse auctions may be utilized for the acquisition of equipment, materials, supplies, and services when it is advantageous to do so (i.e., by materially-reducing the cost of goods, while increasing the efficiency of the acquisition function through effective use of technology).
2. Reverse auctions may be hosted by a third party vendor under contract with the Agency.
3. Bidders shall be required to register and pre-qualify, prior to the reverse auction date and time, and agree to any terms and conditions specified.
4. Reserve auctions shall not be used for Public Works projects.
5. At the discretion of the Manager of CFS, reverse auctions may be conducted in lieu of the formal or informal competitive solicitation processes.

- E. Pre-qualification Process:
 - 1. A pre-qualification process to identify qualified construction contractors may be used for public works projects.
 - 2. The pre-qualification process will include a Request-for-Qualification to establish a list of contractors that may be used for projects valued less than \$2,000,000.
 - 3. The list of contractors will be valid for a period of up to five years.
 - 4. For public works projects estimated to be valued at or greater than \$2,000,000, a Request-for-Qualification process will be announced for each individual project, prior to the release of the solicitation.
 - 5. The award of a public works contract using the pre-qualification process shall be made to the lowest-priced, pre-qualified bidder.

- 2. Multi-year procurement terms and extension limits are as follows:
 - A. The term for initial procurements may not exceed five years.
 - B. The aggregate term of all extensions for initial procurements may not exceed two years, as determined by the GM.
 - C. Exceptions to the term limits, as determined by the GM, shall be compelling, in the best interest of the Agency, and documented accordingly.

- 3. Negotiated procurement parameters and term limits (subject to other provisions of this Ordinance) are as follows:
 - A. Negotiated procurements shall be authorized in writing by the respective Department Manager, and approved by the Manager of CFS for documented circumstances where there exists a single or sole-source supplier, or unusual time or other constraint (e.g., power and energy, emergency communications, insurance carrier, specialized materials, services or equipment, information technology equipment, limited-time discount opportunities, other unique opportunities, etc.).
 - B. Negotiated procurements shall not require any formal or informal solicitation. However, for single or sole source negotiated procurements exceeding \$50,000, Board approval is required.

- C. The aggregate term, including all extensions thereof, of any negotiated procurement may not exceed seven years.
 - D. Exceptions to the term limits shall be compelling, in the best interest of the Agency, and documented accordingly in the GM Report to the Board.
4. Cooperative and “piggyback” procurement parameters and limits (subject to other provisions of this Ordinance) are as follows:
- A. Single-occurrence cooperative and “piggyback” procurements shall not require formal solicitations. However, procurements exceeding \$100,000 that result from single or sole source cooperative or “piggyback” contracts require Board approval. Procurements exceeding \$100,000 that result from competitively-let cooperative and “piggyback” contracts also require Board approval.
 - B. The aggregate term, including all extensions, of any cooperative or piggyback procurement, may not exceed seven years.
 - C. Exceptions to the term limits, as determined by the Manager of CFS, shall be compelling, in the best interest of the Agency, and documented accordingly.
5. Government procurement parameters and limits (subject to other provisions of this section) are as follows:
- A. Materials, supplies, services, leases, and equipment, may be procured from other government agencies, when doing so would be in the best interest of the Agency, as determined by the GM.
 - B. When government agency procurement is greater than \$50,000, formal and competitive bids, proposals, or quotations, may be solicited from open market sources, as determined by the GM.
 - C. Professional services may be procured from other government agencies, when doing so would be in the best interest of the Agency, as determined by the GM.
6. Petty Cash procurement parameters and limits are as follows:
- A. A fund of sufficient amount shall be established by Resolution of the Board, to support petty cash disbursements for authorized advances and reimbursements.
7. Procurement Card requirements and limits are as follows:

- A. Procurement Cards may be used for single transactions to acquire materials, supplies, and equipment (e.g., online purchases, with businesses that will not accept purchase orders, etc.) less than or equal to \$5,000, unless otherwise authorized by the Manager of CFS, CFO, or GM.
 - B. Procurement Cards shall **not** be used for engaging services unless expressly authorized by the Manager of CFS, CFO, or GM.
8. Board approval is required for rejection of offers, where the lowest bid, proposal, or quotation, is greater than \$500,000.
- A. The GM is authorized to reject offers, where the lowest bid, proposal, or quotation, is less than or equal to \$500,000.
 - B. The GM is authorized to delegate authority to reject any and all bids, proposals, and quotations, less than or equal to the limit established for the GM.
9. Emergency procurements of materials, supplies, services, rentals, leases, equipment, and public works services may be effected, notwithstanding respective provisions of this Ordinance.
- A. The GM is authorized to approve and execute emergency procurements, for any amount.
 - B. The GM is authorized to delegate authority to approve and execute emergency procurements up to any amount.
 - C. The GM or designee shall report emergency procurements, including details of the circumstances, respective dollar amounts expended, and cause of the emergency at the next regularly scheduled Board meeting.

SECTION 4: TRADES AND EXCHANGES

- 1. Acquisition of materials, supplies, services, leases, and equipment, may be made by trade or exchange.
- 2. Only authorized surplus items may be used for trade and exchange acquisitions.
- 3. Acquisition items must be of same or similar-type to respective surplus items.
- 4. Board approval is required for trade and exchange acquisitions with a current market value greater than \$100,000.

5. The GM is authorized to approve trade and exchange acquisitions with a current market value less than or equal to \$100,000.
6. The GM is authorized to delegate authority to approve trade and exchange acquisitions less than or equal to the limit established for the GM.

SECTION 5: REAL PROPERTY

1. Board approval and authority to execute contractual documents is required for the sale, procurement, trade, exchange, surplus or otherwise acquisition, of any and all real property with a value greater than \$100,000. The Board may delegate this authority when it is in the best interest of the Agency.
2. The GM is authorized to execute contractual documents, including sale, purchase agreements and escrow instruments, for the authorized sale, procurement, trade, exchange, or otherwise acquisition, of real property with a value less than or equal to \$100,000.
3. The GM is authorized to delegate authority to execute contractual documents, including purchase agreements and escrow instruments, for authorized sale, procurement, trade, exchange, or otherwise acquisition, of real property less than or equal to the limit established for the GM.

SECTION 6: DISPOSAL OF SURPLUS PROPERTY/EQUIPMENT

1. Board approval is required for the disposal of single-item surplus personal property or equipment with a current market value greater than \$100,000.
2. Board approval is required for the disposal of any multiple-items (lot) of surplus personal property or equipment with a current market value greater than \$200,000.
3. Professional or contract services may be used for the disposal of surplus items, and a formal solicitation shall not be required for said services. Fees for said services shall be paid from respective surplus disposal proceeds.
4. Any surplus item(s) may be:
 - A. Sold for cash.
 - B. Used for trade or exchange.
 - C. Sold for a nominal sum to a non-profit charitable organization, school, or other government agency.

5. Board approval is required to declare any and all real property as surplus and/or to sell any and all surplus real property, as provided for under California law (i.e., Government Code Section 54221 et. Seq.).
6. Board approval is required to authorize the GM to negotiate any and all sale prices and terms for the sale of surplus real property.
7. All net proceeds received from surplus activities shall be deposited in the appropriate Agency Fund Reserves.

SECTION 7: POLICIES AND PROCEDURES

The GM is authorized to establish, develop, and/or revise any and all Agency policies and procedures necessary to implement and administer the provisions of this Ordinance.

SECTION 8: PROHIBITION OF UNAUTHORIZED PROCUREMENT COMMITMENTS AND REQUIREMENTS FOR PROCUREMENT FUNDING

1. No work or services, except in emergency situations, shall be authorized or accepted, until an appropriate and approved procurement instrument has been fully secured or executed, as required pursuant to this Ordinance. If work or services are procured in violation of this provision, and the value of the procurement is \$10,000 or less, then the employee securing the unauthorized procurement shall obtain the written approval of the Manager of CFS to secure the purchase requisition documents necessary to generate the appropriate purchase order or contract for payment. Unauthorized procurements with a value in excess of \$10,000 shall require approval from the Board. Public works field change orders do not fall under the provision of this section. A violation of this provision shall be cause for disciplinary action against the violator. The Manager of CFS shall retain the discretion to refer any violation of this provision to the Department of Internal Audit for investigation.
2. No procurement instrument, except in emergency situations, shall be used, which commits Agency funds or other financial obligations thereof, unless and until such unencumbered funding has been identified, authorized, and appropriated for said procurement.

SECTION 9: DEPARTMENT COOPERATION

All Agency employees shall comply with the provisions of this Ordinance to ensure the responsible and prudent expenditure of public funds, and to maintain the preservation of the public trust.

SECTION 10: EXCEPTION TO THIS ORDINANCE

The Board may authorize the GM to effect procurements or other respective activities free of this Ordinance, when the Board has determined that such would be in the best interest of the Agency, and when such is not in conflict with applicable State or Federal law(s).

SECTION 11: VOIDABLE

The Board may void any and all transactions not consistent with the provisions of this Ordinance.

SECTION 12: SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance shall, for any reason, be declared unconstitutional or otherwise invalid, such adjudication shall in no manner affect any other section, subsection, sentence, clause, or phrase of this ordinance, or portions thereof. The Board hereby declares that they would have approved this Ordinance, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any portion thereof which may be declared invalid or unconstitutional.

SECTION 13: REPEAL

Ordinance No. 95 is hereby repealed in its entirety. All portions of other respective Ordinances, Resolutions, and/or motions related thereto and in conflict with the provisions of this Ordinance, are hereby rescinded and made of no further effect.

SECTION 14: EFFECTIVE DATE AND EXECUTION

This Ordinance shall take effect immediately upon adoption by the Board, and execution of said Ordinance by the President and Secretary/Treasurer thereof.

ADOPTED this 18th day of March, 2015

Terry Catlin
President of 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

APPROVED AS TO FORM:

General Counsel
for the Inland Empire Utilities Agency*

**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 revised Ordinance being No. 101, was adopted at
a regular meeting on March 18, 2015, 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

PROCUREMENT ORDINANCE UPDATE

CONTRACTS & FACILITIES SERVICES

March 2015

PROCUREMENT ORDINANCE

An Ordinance of the Board of Directors to establish and set forth the policies governing Agency authority and dollar limits for best value procurements and procurement-related activities.



ORDINANCE CHANGES OVER LAST SEVERAL YEARS


- Ordinance No. 95 - August 21, 2013
 - Ordinance No. 91 - September 19, 2012
 - Ordinance No. 88 - July 20, 2011
 - Ordinance No. 85 – June 17, 2009
- 

WHY UPDATE?

- Organizational Change – Contracts & Procurement (CAP) merged with Risk, Records Management and Facilities Services creating a new department name:
 - Contracts and Facilities Services (CFS)
 - Customer Requested Changes For Consideration
 - Clarifications & Process Efficiencies
- CFS will remain focused on Excellence in Contracts and Procurement as well as new responsibilities.



CUSTOMER REQUESTED CHANGES – SINGLE/SOLE SOURCE


- Raise the threshold for Single/Sole Sourced awards from \$50,000 to \$100,000.
 - Previous related threshold changes;
 - Ordinance No. 72 (**1/3/01**) raised the threshold from \$25,000 to \$50,000.
 - Over the last 2 years, 17 (60%) of the 28 Single/Sole Source PRs with a value over \$50,000, were \leq \$100,000.
- 

CUSTOMER REQUESTED CHANGES – REJECTION OF BIDS


- Increase the General Manager’s authority to reject all bids up to \$500,000; current level is \$250,000.
- Previous related threshold changes;

Ordinance No.	Date of Change	Threshold Amount
85	6/17/09	From \$100,00 to \$250,000
81	12/7/05	From \$50,000 to \$100,000

OTHER CHANGES


- Added - ***Pre-Qualification*** process to clarify responsibility of Engineering and Construction Management Department.
 - Added - informal solicitations of services regardless of value due to risk mitigation, prevailing wage requirements, insurance and bonding requirements.
 - Updated - definitions for Negotiated Procurement, Pre-Qualification, and Surplus Personal Property.
 - Clarified - Process for solicitations between \$10,001 and \$50,000 and related “threshold table”.
- 

INTERNAL CONTROLS

- Board oversight and transparency.
 - Approval currently controlled by 16 workflow approval paths in SAP based on document types; competitive, single source, change order, public works, etc.
 - Recommend oversight remain with the Contracts and Facilities Services Department under the direction of the Chief Financial Officer (CFO).
- 

Questions?

These changes in the ordinance are consistent with the Agency's Business Goals under Fiscal Responsibility and Business Practices, as they support the Agency and internal customers in the completion of their tasks and projects through sound fiscal spending and efficient processes.




**ACTION
ITEM**


1E


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Office Supplies Contract

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of a competitively-let contract to Office Depot Office Max of Baton Rouge, FL, (Contract No. 4600001835) through February 28, 2020; for the supply and delivery of office supplies; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In December 2014, The Cooperative Purchasing Network (TCPN), a nonprofit Governmental Purchasing Cooperative, awarded a three year competitively-let contract with two one-year extensions to Office Depot Office Max (Office Depot), with two one-year extensions. TCPN's program used the purchasing power of large counties and cities throughout the United States to supply all local governments with significant discounts for a variety of products, supplies, and services. During the sealed bid process, TCPN received proposals from ten suppliers. Office Depot was the effective low bidder. Contracts were awarded to the top five scoring suppliers; Office Depot, RW Gonzalez Office Products, Metro Office Solutions, Quill Corp. and Independent Stationers. The contract allows for all governmental agencies to enter into a contract with Office Depot, utilizing the advantageous pricing and terms offered. Public agencies currently utilizing the existing contract include: Metropolitan Water District (MWD), the City of

Los Angeles, and Western Municipal Water District, the Cal State University system, Ontario/LAX Airports and various cities.

Office Depot has provided a core list of approximately 1,250 items designated as “best value” from their Business Solutions Division (BSD) catalog. The pricing for these core list items are fixed for one year and adjusted annually in April of each year, based upon manufacturer’s costs and market conditions. Non-core BSD items will be updated on a semi-annual basis in April and October. In addition, the Agency is allowed 50 items specific to the Agency at customized pricing, known as “hosted catalog”.

Office Depot also offers a volume rebate of one percent on purchases over \$100,000 annually. The Agency’s expenditures with Office Depot during fiscal year 2013/14 were approximately \$81,000, approximately 10 percent above the previous year.

Since September 2014, the Agency has been utilizing Office Depot’s online catalog interface (OCI); whereby end-users can directly link into the online catalog from the purchase requisition screen, review the items needed, and create a purchase request by filling in the appropriate fields with the catalog number, product description and the Agency’s contracted pricing. This process has proven very cost-effective by reducing ordering errors, reducing lead-times, and increasing efficiency by eliminating a number of repetitive steps.

The current contract with Office Depot expires on February 28, 2015; Office Depot will hold their current pricing while approval of the new contract is in progress.

The utilization of a competitively-let contract with Office Depot is consistent with the Agency’s Business Goal of *Fiscal Responsibility* by continuing to contain costs for supplies required to conduct Agency business.

PRIOR BOARD ACTION

On December 11, 2012 the Agency administratively awarded competitively-let Contract No. 4600001352, utilizing The Cooperative Purchasing Network (TCPN) contract through February 28, 2015.

On March 15, 2006, the Board awarded a four-year competitively-let contract with two one-year extensions, utilizing the U.S. Communities contract.

On August 1, 2001, the Board awarded a five-year competitively-let contract, utilizing the National Association of Counties (NACO) contract.

IMPACT ON BUDGET

Funds for office supplies are budgeted as part of the Office Supplies-General category budget on a departmental basis.



**CONTRACT NUMBER: 4600001835
FOR
OFFICE SUPPLIES**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2015 by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), Office Depot Office Max, of Boca Raton, Florida (hereinafter referred to as "Supplier"), for the supply and delivery of office supplies.

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

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

Project Manager: Rosemary Alvarado, C.P.M.
Supervising Contracts and Programs Administrator
Address: 6075 Kimball Avenue
Chino, California 91710
Telephone: (909) 993-1681
Facsimile: (909) 993-1987
Email: ralvarado@ieua.org

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

Supplier: Jay Sanders
Major Account Manager
Address: 685 East Carnegie Drive, Suite 260
San Bernardino, California 92408
Telephone: (909) 386-0187
Cell: (909) 560-6713
Facsimile: (561) 438-9413
Email: jay.sanders@officedepot.com

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

1. Amendments to Contract number 4600001835.
2. Contract number 4600001835 General Terms and Conditions.
3. TCPN Contract No. R141703, effective March 1, 2015.

4. SCOPE OF WORK AND SERVICES: Supplier shall supply and deliver office supplies in accordance with TCPN Contract No. R141703.

5. TERM: The term of this Contract shall commence on March 1, 2015 and terminate on February 28, 2020.

6. PAYMENT, INVOICING AND COMPENSATION: The Supplier shall submit invoices and Agency shall pay Supplier's properly executed invoices, within thirty (30) days following receipt of the invoice. Supplier's invoices shall be submitted as follows:

Inland Empire Utilities Agency
Attention: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Supplier's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Supplier'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 Supplier'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 Supplier may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
 2. Workers' Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Supplier for the Agency.

3. All Coverages

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

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work, or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Supplier shall submit all required certificates and endorsements to the following:

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

8. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Supplier shall be responsible, to the level of competency presently maintained by other Supplier's providing the same or similar product.
- B. Status of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Supplier 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 Supplier 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 Supplier or its employees.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Indemnification: Supplier shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
 2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
 3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal or Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity: During the performance of this Contract, the Supplier shall not unlawfully discriminate against any employee or employment applicant

because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

H. Disputes:

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

- b. In the event that none of the names submitted by Supplier are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Supplier.
9. 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 Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Tim Burgett
West Region Vice President
6600 North Military Trail
Boca Raton, FL 33496

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.

10. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier 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.
11. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Supplier.
12. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California and the jurisdiction of the Superior Court located in the County of San Bernardino,
13. 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 Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced services up to the date of such termination.
14. 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, etceteras.
15. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Supplier.

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

INLAND EMPIRE UTILITIES AGENCY:

OFFICE DEPOT OFFICE MAX:

P. Joseph Grindstaff
General Manager

(Date)

Tim Burgett
West Region Vice President

(Date)


**ACTION
ITEM**


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Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Grainger Contract

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of a competitively-let contract (Contract No. 4600001831) with Grainger of Ontario, through October 20, 2019; for the supply and delivery of maintenance, repair and operating (MRO) related supplies; and
2. Authorize the General Manager to execute the Contract.

BACKGROUND

In October 2014, the National Joint Powers Alliance (NJPA) awarded a five-year competitively-let contract to Grainger. NJPA's program used the purchasing power of large counties and cities throughout the United States to supply all local governments with significant discounts for a variety of maintenance, repair and operating supplies and services. During the sealed bid process, NJPA received proposals from three suppliers; Grainger, Zep Sales, and Service and Core Engineered Solutions, Inc. Grainger was the effective low bidder, offering discounted prices that range from 25 and 70 percent off the list price for a list of approximately 750 high volume "Hot List" items. Grainger also offers to each Agency the opportunity to develop a customized "Member Hot List" of items specific to the entity at additional discounts. Additionally, Grainger developed a "Sustainability Hot List" of approximately 100 most-purchased "green" items. All of these prices are secured for one year, and adjusted annually. The non-hot list items are offered at discounts from 10 to 40 percent off list with prices adjusted three

(3) times per year. Typically, orders are delivered within 24 to 48 hours from placement of order and are delivered freight on board (FOB) destination and freight prepaid at no charge to the Agency.

Grainger also offers a volume incentive; one percent rebate on purchases over \$25,000 annually and showing an increase of purchases by ten percent over the previous year. The Agency's expenditures with Grainger during Fiscal Year 2013/14 were approximately \$212,666, a 48 percent increase over Fiscal Year 2012/13.

Since October 2011, the Agency has been utilizing Grainger's online catalog system; whereby Plant Maintenance staff can directly link into the online catalog from the work order screen, review the items needed, and create a purchase request by filling in the appropriate fields with the catalog number, product description and the Agency's contracted pricing. The process has proven very cost-effective by reducing ordering errors, reducing lead-times, and eliminating a number of repetitive steps thus increasing efficiency.

The Agency's current contract with Grainger expired on January 31, 2015; Grainger is holding their current pricing while approval of the new contract is pending.

The contract allows for all government agencies to enter into a contract with Grainger, utilizing the beneficial pricing and terms offered. Agencies currently utilizing Grainger's contract include: Metropolitan Water District (MWD), County of Los Angeles, and the City of Los Angeles. The quality of products and services provided by Grainger over the past several years has been excellent.

The utilization of a competitively-let contract with Grainger is consistent with the Agency's Business Goal of *Fiscal Responsibility* by continuing to contain costs for supplies required to conduct Agency business.

PRIOR BOARD ACTION

On February 19, 2014 the Board approved the extension of Agreement No. 4600001070 through January 31, 2015.

IMPACT ON BUDGET

Funds for these types of supplies are budgeted by each department.



**CONTRACT NUMBER: 4600001831
FOR
MAINTENANCE, REPAIR AND OPERATING (MRO)
RELATED SUPPLIES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and W.W. Grainger, Inc., of Ontario, California (hereinafter referred to as "Supplier"), for Maintenance, Repair and Operating (MRO) supplies.

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

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

Project Manager: Rosemary Alvarado, C.P.M.
Supervising Contracts and Programs Administrator
Address: 6075 Kimball Avenue
Chino, California 91710
Telephone: (909) 993-1681
Facsimile: (909) 993-1987
Email: ralvarado@ieua.org

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

Supplier: Richard Easterwood
Government Account Relationship Manager
Address: 1657 Shermer Road
Northbrook, Illinois 60062
Telephone: (888) 838-1933
Facsimile: (224) 206-6057
Email: richard.easterwood@grainger.com

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

1. Amendments to Contract number 4600001831.
 2. Contract number 4600001831 General Terms and Conditions.
 3. NJPA Contract No. 091214-WWG, effective October 21, 2014.
4. SCOPE OF WORK AND SERVICES: Supplier shall supply and deliver MRO supplies in accordance with NJPA Contract No. 091214-WWG.
5. TERM: The term of this Contract shall commence on March 1, 2015 and terminate on October 20, 2019. Any extensions thereafter shall be reduced to writing and amended to this contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Supplier shall submit invoices and Agency shall pay Supplier's properly executed invoices, within thirty (30) days following receipt of the invoice. Supplier's invoices shall be submitted as follows:

Inland Empire Utilities Agency
Attention: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

7. INSURANCE: During the term of this Contract, the Supplier shall maintain at Supplier's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The Supplier's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Supplier'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 Supplier'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 Supplier may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Supplier for the Agency.

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

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

- E. Verification of Coverage: Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work, or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Supplier shall submit all required certificates and endorsements to the following:

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

4. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Status of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: The Supplier 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 Supplier 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 Supplier or its employees.
- C. Indemnification: Supplier shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole

negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

D. 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.

E. Equal Opportunity: During the performance of this Contract, the Supplier 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.

F. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Supplier's written

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

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Supplier are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Supplier.
5. 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 Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Jeffrey McNeil
Senior Government Sales Manager
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

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.

6. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier 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.
7. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Supplier.
8. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
9. 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 Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced services up to the date of such termination.
10. 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.
11. FOB POINT: The FOB point for all products delivered against this contract shall be "destination."

12. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Supplier.

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

INLAND EMPIRE UTILITIES AGENCY:

W.W. GRAINGER, INC.

P. Joseph Grindstaff
General Manager

(Date)

Jonathan Grubb
District Sales Manager

(Date)

