

NOTICE OF MEETING

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

OF THE
BOARD OF DIRECTORS
OF THE



IS SCHEDULED FOR
WEDNESDAY, NOVEMBER 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, NOVEMBER 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 September 9, 2015.

B. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Committee/Board approve the total disbursements for the month of September 2015, in the amount of \$11,604,862.68.

C. RATIFICATION OF SAP BUSINESSOBJECTS LICENSE PURCHASE

It is recommended that the Committee/Board ratify the sole-source purchase of the SAP BusinessObjects analytics tools, including license conversion and the first year's maintenance in the amount of \$99,600.

D. WAXIE CONTRACT AMENDMENT

It is recommended that the Committee/Board:

1. Authorize a contract amendment to the competitively-let contract with Waxie Sanitary Supply of Ontario, through November 30, 2017; for the supply and delivery of janitorial and related supplies; and
2. Authorize the Manager of CFS to execute Contract Amendment Number 4600000672-005.

E. RESOLUTION NO. 2015-11-1, APPROVING AN AMENDMENT TO THE 2013-2018 MEMORANDUM OF UNDERSTANDING (MOU) FOR THE GENERAL UNIT

It is recommended that the Committee/Board adopt Resolution No. 2015-11-1 amending the 2013 through 2018 MOU for the General Employees' Association, General Unit to allow unit employees assigned to the Inland Empire Regional Composting Authority (IERCA) to work a 4/10 schedule.

F. EAST DECLEZ PURCHASE AND SALE AGREEMENT

It is recommended that the Committee/Board:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and
2. Authorize the General Manager to execute the agreement.

G. TERM SHEET FOR RECYCLED WATER (RW) INTERCONNECTION WITH JURUPA COMMUNITY SERVICES DISTRICT (JCSD)

It is recommended that the Committee/Board:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and
2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

H. ADOPTION OF RESOLUTION NOS. 2015-11-2 THROUGH 4 FOR THE REGIONAL WATER RECYCLING PROGRAM

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2015-11-2, authorizing the General Manager

to sign and file application and agreement with the State Water Resources Control Board (SWRCB), for the design and construction of the Joint Inland Empire Utilities Agency (IEUA)-Jurupa Community Services District (JCSD) Regional Water Recycling Program (Project);

2. Adopt Resolution No. 2015-11-3, dedicating net revenues for the repayment of SRF loan from the SWRCB for the Project;
3. Adopt Resolution No. 2015-11-4, establishing its intention to apply for and be reimbursed for expenditures related to the construction of the Project; and,
4. Authorize the General Manager to negotiate an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows IEUA to become the lead agency to apply for the SRF loan and grant on behalf of the CBRFA for the Project, and authorizes IEUA to pay CBRFA its portion of the project's match share and debt that is incurred by CBRFA as the recipient of the SRF loan and grant.

I. ADOPTION OF RESOLUTION NO. 2015-11-5, FOR THE HABITAT CONSERVATION FUND (HCF)

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2015-11-5, approving the application for grant funds from the HCF Program, under the California Wildlife Protection Act of 1990; and
2. Authorize the General Manager or in his absence, his designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, and amendments, which may be necessary for the completion of the project.

J. ADOPTION OF RESOLUTIONS NOS. 2015-11-6 AND 7 FOR THE REGIONAL PLANT NOS. 1 AND 5 PRELIMINARY DESIGN REPORT PROJECT

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2015-11-6, authorizing the General Manager to sign and file the application and agreement with the State Water Resources Control Board (SWRCB) for funding of the Regional Plant No. 1 (RP-1) and Regional Plant No. 5 (RP-5) Expansion Preliminary Design Report Project (Project); and
2. Adopt Resolution No. 2015-11-7, dedicating net revenues for the

repayment of State Revolving Fund (SRF) loan from the SWRCB for the Project.

K. ADOPTION OF RESOLUTION NOS. 2015-11-8 THROUGH 10 FOR THE RECYCLED WATER INTERTIE PROJECT

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2015-11-8, authorizing the General Manager to sign and file application and agreement with the State Water Resources Control Board (SWRCB), for the design and construction of the City of Pomona (Pomona), Monte Vista Water District (MVWD), and Inland Empire Utilities Agency (IEUA) Recycled Water Intertie Project (Project);
2. Adopt Resolution No. 2015-11-9, dedicating net revenues for the repayment of State Revolving Fund (SRF) loan from the SWRCB for the Project;
3. Adopt Resolution No. 2015-11-10, establishing its intention to apply for and be reimbursed for expenditures related to the construction of the Project; and
4. Authorize the General Manager to negotiate an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows IEUA to become the lead agency to apply for the SRF Loan/Grant on behalf of the CBRFA for the Project, and authorizes IEUA to pay CBRFA its portion of the project's match share and debt that is incurred by CBRFA as the recipient of the SRF loan and grant.

2. INFORMATION ITEMS

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

B. WATER CONNECTION FEE UPDATE (WRITTEN)

C. EL NINO PREPARATION (WRITTEN)

3. GENERAL MANAGER'S COMMENTS

4. COMMITTEE MEMBER COMMENTS

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

6. ADJOURN

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: SR

DECLARATION OF POSTING

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of 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, November 5, 2015.

for Stephanie Riley
April Woodruff

**ACTION
ITEM**

1A



MINUTES

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

WEDNESDAY, SEPTEMBER 9, 2015
11:00 A.M.

COMMITTEE MEMBERS PRESENT

Steven J. Elie, Chair
Terry Catlin (Alternate)

COMMITTEE MEMBERS ABSENT

Gene Koopman

STAFF PRESENT

Jasmin Hall, Director
P Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Connie Campbell, Accounting Supervisor
Jason Gu, Grants Officer
Alex Lopez, Senior Financial Management Analyst
Matthew Melendrez, Deputy Manager of Operations
Dave Mendez, Acting Deputy Manager of Engineering
John Scherck, Acting Deputy Manager of Construction Management
Shaun Stone, Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 10:45 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 August 12, 2015.
- ◆ Recommended that the Board approve the total disbursements for the month of July 2015 in the amount of \$18,602,805.09;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board approve the carry forward of open encumbrances and related budget in the amount of \$15,646,000 from FY 2014/15 to FY 2015/16;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board adopt Resolution No. 2015-9-1, authorizing the General Manager, or in his absence his designee, to sign and file an application with the State Water Resources Control Board (SWRCB) for a Planning Grant Financial Assistance Agreement through the Water Recycling Planning Program for the development of a feasibility study for a recycled water interconnection with Monte Vista Water District (MVWD) and the City of Pomona (Pomona);

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Adopt Resolution No. 2015-9-2, authorizing the General Manager to sign and file an application and agreement with the State Water Resources Control Board (SWRCB), for the 2015 Drought Relief Recycled Water Supply Optimization Program, Phase I Project (Project);
2. Adopt Resolution No. 2015-9-3, pledging net revenues for the repayment of the State Revolving Fund (SRF) loan from the SWRCB for the Project;
3. Adopt Resolution No. 2015-9-4, establishing its intention to be reimbursed for expenditures related to the construction of the Project; and
4. Authorize the General Manager, subject to non-substantial changes, to execute to the final MOU;

as an Action Item on the September 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve Contract No. 4600001974 to Univar USA, Inc. establishing a two-year contract for the supply of 25% Sodium Bisulfite with options for three additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager or his designee to execute the contract with three potential contract extensions;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve a Task Order Change Order for the RP-1 Flare System Improvements, new iron sponge installation, Project No. EN13046; to W.A. Rasic Construction for the lump sum amount of \$160,279; and
2. Authorize the General Manager to finalize and execute the Change Order;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the construction contract award for the NRW Collection System Manhole Upgrades FY 2015/16, Project No. EN15046, and Collection System Manhole Upgrades FY 2015/16, Project No. EN15045, to Genesis Construction for their low bid of \$594,777; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager P. Joseph Grindstaff had no additional comments.

COMMITTEE MEMBER COMMENTS

There were no Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requests for future agenda items.

With no further business, the meeting adjourned at 11:00 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: NOVEMBER 11, 2015

**ACTION
ITEM**


1B





Date: November 18, 2015

To: The Honorable Board of Directors

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

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 September 2015, in the amount of \$11,604,862.68.

BACKGROUND

September disbursement activity includes vendor payments (check numbers 210359-210825) of \$5,681,704.52 and workers compensation payments (check numbers 04287-04301) of \$4,231.26. The total amount of ACH and wire transfer payments is \$5,912,355.33, which includes payroll taxes in the amount of \$673,150.34. The total employee pay was \$1,295,519.66. The total pay for the Board of Directors was \$4,563.80.

Payment Type		Transactions	Total Amount
Check	Vendors	467	5,681,704.52
	Workers-Comp	15	4,231.26
	Payroll-Directors'	5	4,563.80
	Payroll-Others	1	2,007.77
Subtotal Check		488	\$5,692,507.35
ACH		149	\$1,294,054.56
Wire Transfer	Payroll-Net Pay	8	1,293,511.89
	Others	9	3,324,788.88
Subtotal Wires		17	\$4,618,300.77
TOTAL		654	\$11,604,862.68

Treasurer's Report on General Disbursements

November 18, 2015

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

Vendor	Amount	Description
Internal Revenue Service	563,463.63	P/R18, P/R19, Dir009 Taxes
CCL Contracting	530,457.06	EN06025-Wineville SegA Retention Release
Metropolitan Water District	1,900,684.18	July 2015 Water Purchase
CALPERS	739,151.47	P/R 18,19 PERS Contribution, 9/15 Health Ins
LA County Sanitation District	1,230,029.88	15/16-1 QTR Wstwtr Trmnt Surchg

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.

Check Register

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA	917610000		
Bank Key	122234149					
Acct number	CHECK	231167641				
210359	2200069100	09/02/2015	USD	2,007.77	RODRIGUEZ JR, YDEFONSO CHINO HILLS CA	09/02/2015
210360	2200069119	09/03/2015	USD	1,876.71	AIRGAS WEST INC PASADENA CA	10/01/2015
210361	2200069199	09/03/2015	USD	239.14	AMERICAN HERITAGE LIFE INSURANCE DALLAS TX	09/10/2015
210362	2200069129	09/03/2015	USD	289.94	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	09/10/2015
210363	2200069105	09/03/2015	USD	693.96	ARNEL COMPRESSOR CO SANTA FE SPRINGS CA	09/10/2015
210364	2200069219	09/03/2015	USD	300.00	BAMEZ, WILLIAM CHINO HILLS CA	09/22/2015
210365	2200069178	09/03/2015	USD	1,615.58	BERLIN PACKAGING LLC CHICAGO IL	09/11/2015
210366	2200069155	09/03/2015	USD	4,813.13	BERMINGHAM CONTROLS INC CERRITOS CA	09/10/2015
210367	2200069218	09/03/2015	USD	335.23	BOUGHAN, ARIN CHINO HILLS CA	09/08/2015
210368	2200069169	09/03/2015	USD	6,000.00	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	09/10/2015
210369	2200069180	09/03/2015	USD	9,666.94	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/09/2015
210370	2200069210	09/03/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	09/10/2015
210371	2200069213	09/03/2015	USD	86.25	CARTER, JOSEPH CHINO HILLS CA	09/11/2015
210372	2200069153	09/03/2015	USD	2,400.50	CASC ENGINEERING AND CONSULTING COLTON CA	09/10/2015
210373	2200069166	09/03/2015	USD	2,849.25	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/09/2015
210374	2200069209	09/03/2015	USD	769.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/16/2015
210375	2200069191	09/03/2015	USD	2,787.39	CITY OF CHINO CHINO CA	09/09/2015
210376	2200069107	09/03/2015	USD	1.62	CITY RENTALS INC ONTARIO CA	09/09/2015
210377	2200069108	09/03/2015	USD	340.48	COLE FARMER INSTRUMENT CO CHICAGO IL	09/24/2015
210378	2200069204	09/03/2015	USD	122.88	CONSECO LIFE INSURANCE COMPANY PITTSBURGH CA	09/08/2015
210379	2200069139	09/03/2015	USD	1,800.00	CURS ATLANTA GA	09/14/2015
210380	2200069168	09/03/2015	USD	375.00	DAVE'S PLUMBING CHINO HILLS CA	09/28/2015
210381	2200069131	09/03/2015	USD		voided by KMCCHRIS - Lost Check	09/09/2015
210382	2200069177	09/03/2015	USD	6,225.00	EUROFINS EATON ANALYTICAL, INGRAPEVINE TX	09/14/2015
210383	2200069115	09/03/2015	USD	482.27	FIRST AID 2000 HUNTINGTON BEACH CA	09/08/2015
210384	2200069110	09/03/2015	USD	72.50	FISHER SCIENTIFIC LOS ANGELES CA	09/08/2015
210385	2200069127	09/03/2015	USD	192.38	FLW INC HUNTINGTON CA	09/10/2015
210386	2200069197	09/03/2015	USD	545.97	FONTANA WATER COMPANY FONTANA CA	09/10/2015
210387	2200069206	09/03/2015	USD	310.34	FRANCHISE TAX BOARD SACRAMENTO CA	09/16/2015
210388	2200069220	09/03/2015	USD	300.00	FRANCIS, GERARD CHINO HILLS CA	09/09/2015
210389	2200069123	09/03/2015	USD	4,319.71	GRAINGER PALATINE IL	09/09/2015
210390	2200069154	09/03/2015	USD	2,153.48	HACH COMPANY CHICAGO IL	09/09/2015
210391	2200069188	09/03/2015	USD	3,092.61	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	09/09/2015
210392	2200069112	09/03/2015	USD	1,744.60	HEIDER INSPECTION GROUP ONTARIO CA	09/11/2015
210393	2200069128	09/03/2015	USD	535.23	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/10/2015
210394	2200069128	09/03/2015	USD	2,144.61	HUB CONSTRUCTION SPECIALTIES ISAN BERNARDINO CA	09/09/2015
210395	2200069212	09/03/2015	USD	85.75	HUBER, JENNIFER CHINO HILLS CA	09/15/2015
210396	2200069201	09/03/2015	USD	195.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	09/30/2015
210397	2200069141	09/03/2015	USD	49.79	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	09/10/2015
210398	2200069202	09/03/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCUMONGA CA	09/10/2015
210399	2200069157	09/03/2015	USD	6,500.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	09/11/2015
210400	2200069164	09/03/2015	USD	125,001.86	INTEGRATED DESIGN SERVICES INC IRVINE CA	09/09/2015
210401	2200069171	09/03/2015	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	09/09/2015
210402	2200069216	09/03/2015	USD	53.71	JONES, KYLE CHINO HILLS CA	09/09/2015

Check Register

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167661

Check Number	Bank	Amount	Pay Date	City	Payee Name	Amount Paid (USD)	Recipient Name & Address	Check Date
210403		5,468.79	09/03/2015	USD	LEE & RO INC CITY OF INDUSTRY CA			09/09/2015
210404		268.05	09/03/2015	USD	LEGALSHIELD ADA OK			09/14/2015
210405		13,423.57	09/03/2015	USD	LIFE INSURANCE COMPANY OF PHILADELPHIA PA			09/09/2015
210406		144.40	09/03/2015	USD	LINCOLN LIFE-TERM LIFE CHICAGO IL			09/21/2015
210407		6,725.00	09/03/2015	USD	LINKO TECHNOLOGY INC WHEAT RIDGE CO			09/21/2015
210408		565.16	09/03/2015	USD	LOCKMASTERS USA INC PANAMA CITY FL			09/21/2015
210409		777.62	09/03/2015	USD	MAILFINANCE INC MILFORD CT			09/09/2015
210410		21,373.63	09/03/2015	USD	MARCAB COMPANY INC SAN MARCOS CA			09/09/2015
210411		288.00	09/03/2015	USD	MARIA FRESQUEZ LAS VEGAS NV			09/11/2015
210412		2,937.50	09/03/2015	USD	MEYERS NAWE OAKLAND CA			09/09/2015
210413		51.13	09/03/2015	USD	MIDPOINT BEARING ONTARIO CA			09/08/2015
210414		289.38	09/03/2015	USD	MITCHELL INSTRUMENTS SAN MARCOS CA			09/11/2015
210415		748.69	09/03/2015	USD	NEPTUNE CHEMICAL PUMP CO CHICAGO IL			09/09/2015
210416		500.00	09/03/2015	USD	NEWSPAPERS IN EDUCATION SAN ANTONIO TX			09/08/2015
210417		53.95	09/03/2015	USD	OFFICE DEPOT LOS ANGELES CA			09/10/2015
210418		450.50	09/03/2015	USD	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA			09/15/2015
210419		243.00	09/03/2015	USD	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA			09/08/2015
210420		292.55	09/03/2015	USD	ONTARIO MUNICIPAL UTILITIES COONTARIO CA			09/08/2015
210421		888.80	09/03/2015	USD	PANTHER PROTECTION ORANGE CA			09/21/2015
210422		70.98	09/03/2015	USD	PERS LONG TERM CARE PROGRAM PASADENA CA			09/14/2015
210423		175.00	09/03/2015	USD	PETE'S ROAD SERVICE FULLERTON CA			09/11/2015
210424		269.02	09/03/2015	USD	PETTY CASH EXPENDITURES CHINO CA			09/09/2015
210425		37.95	09/03/2015	USD	PLANK, KATHERINE CHINO HILLS CA			09/28/2015
210426		137.35	09/03/2015	USD	POMONA UNIFIED SCHOOL DISTRICTPOMONA CA			09/11/2015
210427		38.23	09/03/2015	USD	PREMIUM PROMOTIONALS UPLAND CA			09/09/2015
210428		6,510.00	09/03/2015	USD	PROJECT PARTNERS INC LAGUNA HILLS CA			09/09/2015
210429		1,361.15	09/03/2015	USD	RANCHO DISPOSAL SERVICES INC BUENA PARK CA			09/14/2015
210430		110.50	09/03/2015	USD	RAYNE WATER CONDITIONING COVINA CA			09/14/2015
210431		149.52	09/03/2015	USD	RBM LOCK & KEY ONTARIO CA			09/14/2015
210432		270.00	09/03/2015	USD	RLS INDUSTRIES BAKERSFIELD CA			09/10/2015
210433		497.38	09/03/2015	USD	ROBISON, JOHN CHINO HILLS CA			09/09/2015
210434		12,526.46	09/03/2015	USD	ROYAL WHOLESALE ELECTRIC ORANGE CA			09/10/2015
210435		109.25	09/03/2015	USD	RUSCO, EFFRAIN CHINO HILLS CA			09/14/2015
210436		2,828.62	09/03/2015	USD	S&C ELECTRIC COMPANY CHICAGO IL			09/10/2015
210437		37,528.66	09/03/2015	USD	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA			09/21/2015
210438		87.77	09/03/2015	USD	SHERIFF'S COURT SERVICES SAN BERNARDINO CA			09/17/2015
210439		3,096.52	09/03/2015	USD	SHERIFFS INDUSTRY INC CAROL STREAM IL			09/10/2015
210440		112.56	09/03/2015	USD	SIGMA-ALDRICH INC ATLANTA GA			09/09/2015
210441		42,745.49	09/03/2015	USD	SO CALIF EDISON ROSEMEAD CA			09/09/2015
210442		72.16	09/03/2015	USD	SO CALIF GAS MONTEREY PARK CA			09/17/2015
210443		7,133.79	09/03/2015	USD	SOUTH COAST AQUA DIAMOND BAR CA			09/14/2015
210444		300.00	09/03/2015	USD	SPARK, IAN UPLAND CA			09/25/2015
210445		16,815.00	09/03/2015	USD	STANTEC CONSULTING INC CHICAGO IL			09/09/2015
210446		300.00	09/03/2015	USD	STATE WATER RESOURCES CNTRL BRACRAMENTO CA			09/10/2015

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA	917610000		
Bank Key	122234149					
Acct number	CHECK	231167641				
210447	220069167	09/03/2015	USD	222,449.16	SUN WIRELESS SAN DIEGO CA	09/09/2015
210448	220069122	09/03/2015	USD	303.82	SUNSHINE FILTERS OF PINELLAS FLARGO FL	09/10/2015
210449	220069142	09/03/2015	USD	15,031.98	TELEDYNE INSTRUMENTS INC DALLAS TX	09/14/2015
210450	220069179	09/03/2015	USD	59,559.27	THE BRICKMAN GROUP LTD LLC CHICAGO IL	09/10/2015
210451	220069186	09/03/2015	USD	20.00	THE SHREDDERS LOS ANGELES CA	09/11/2015
210452	220069144	09/03/2015	USD	2,500.24	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	09/11/2015
210453	220069176	09/03/2015	USD	2,260.00	TRICO CORPORATION FENWAYEE WI	09/16/2015
210454	220069181	09/03/2015	USD	10,790.00	TRIPLEI SMITH AND ASSOCIATES, IRVINE CA	09/14/2015
210455	220069158	09/03/2015	USD	23,751.93	TRUSSELL TECHNOLOGIES INC PASADENA CA	09/15/2015
210456	220069148	09/03/2015	USD	177.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/08/2015
210457	220069116	09/03/2015	USD	351.00	UNDERGROUND SERVICE ALERT/SC CORONA CA	09/11/2015
210458	220069174	09/03/2015	USD	12,870.14	UNIVERSAL PROTECTION SERVICE PASADENA CA	09/09/2015
210459	220069172	09/03/2015	USD	10,910.81	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	09/10/2015
210460	220069162	09/03/2015	USD	3,487.50	V & A CONSULTING ENGINEERS OAKLAND CA	09/11/2015
210461	220069159	09/03/2015	USD	2,061.20	VALLEY COURIERS INC CALABASAS CA	09/10/2015
210462	220069163	09/03/2015	USD	44,533.16	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	09/09/2015
210463	220069193	09/03/2015	USD	790.78	VERIZON CALIFORNIA DALLAS TX	09/09/2015
210464	220069198	09/03/2015	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	09/10/2015
210465	220069145	09/03/2015	USD	7,517.61	VERIZON WIRELESS DALLAS TX	09/14/2015
210466	220069152	09/03/2015	USD	5,786.25	VIRAMONTES EXPRESS CORONA CA	09/10/2015
210467	220069117	09/03/2015	USD	770.17	VWR INTERNATIONAL LLC PITTSBURGH PA	09/10/2015
210468	220069138	09/03/2015	USD	2,451.98	WASTE MANAGEMENT OF LOS ANGELES CA	09/09/2015
210469	220069132	09/03/2015	USD	27,060.00	WATER EDUCATION FOUNDATION SACRAMENTO CA	09/11/2015
210470	220069184	09/03/2015	USD	2,275.00	WATER RESOURCES PLANNING SANTA ANA CA	09/10/2015
210471	220069118	09/03/2015	USD	2,186.88	WAXIE SANITARY SUPPLY LOS ANGELES CA	09/10/2015
210472	220069134	09/03/2015	USD	306.00	WESTERN ANALYTICAL LABORATORIECHINO CA	09/09/2015
210473	220069151	09/03/2015	USD	130.74	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	09/10/2015
210474	220069156	09/03/2015	USD	886.58	WORLDWIDE EXPRESS ALBANY NY	09/22/2015
210475	220069187	09/03/2015	USD	2,850.00	XER LIMITEDS HULL	09/14/2015
210476	220069189	09/03/2015	USD	275.00	YOURMEMBERSHIP.COM INC DALLAS TX	09/14/2015
210477	220069248	09/09/2015	USD	100.00	BOWMAN, JIM W ONTARIO CA	09/10/2015
210478	220069289	09/10/2015	USD	600.70	ACCUSTANDARD INC NEW HAVEN CT	09/22/2015
210479	220069275	09/10/2015	USD	850.09	AIRGAS WEST INC PASADENA CA	10/01/2015
210480	220069315	09/10/2015	USD	727.95	ALTA FOODCRAFT COFFEE ORANGES CA	09/16/2015
210481	220069285	09/10/2015	USD	3,386.75	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	09/15/2015
210482	220069312	09/10/2015	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	09/17/2015
210483	220069288	09/10/2015	USD	90.00	ARVA RIVERSIDE CA	09/21/2015
210484	220069303	09/10/2015	USD	269.00	ATMBA INC CALABASAS CA	09/16/2015
210485	220069345	09/10/2015	USD	42.00	BESSER, KATHRYN CHINO HILLS CA	09/21/2015
210486	220069284	09/10/2015	USD	164.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/18/2015
210487	220069323	09/10/2015	USD	39,057.67	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	09/16/2015
210488	220069301	09/10/2015	USD	19,213.00	CASC ENGINEERING AND CONSULTINGCOLTON CA	09/16/2015
210489	220069283	09/10/2015	USD	34,842.10	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	09/16/2015
210490	220069346	09/10/2015	USD	52.98	CHOI, DAVID CHINO HILLS CA	09/29/2015

CITIZENS BUSINESS BANK

CITIZENS BUSINESS BANK

CBB

122234149

CHECK

231-67641

ONTARIO CA 917610000

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210492	823.43	USD	2200069331	09/16/2015	CITY OF CHINO CHINO CA	09/14/2015
210493	1,008.19	USD	2200069286	09/10/2015	CONTROL PRO INC CHINO CA	09/18/2015
210494	1,234.72	USD	2200069298	09/16/2015	COUNTY OF SAN BERNARDINO SAN BERNARDINO CA	09/21/2015
210495	1,230,029.88	USD	2200069263	09/10/2015	COUNTY SANITATION DISTRICTS OF WHITTIER CA	09/17/2015
210496	55.20	USD	2200069333	09/10/2015	CUCAMONGA VALLEY WATER DISTRICTS LOS ANGELES CA	09/15/2015
210497	100.00	USD	2200069328	09/10/2015	CURATALO JR., JAMES V. RANCHO CUCAMONGA CA	09/16/2015
210498	677.61	USD	2200069264	09/10/2015	DATALOK COMPANY, THE LOS ANGELES CA	09/17/2015
210499	375.00	USD	2200069311	09/10/2015	DAVE'S PLUMBING CHINO HILLS CA	09/21/2015
210500	12,069.09	USD	2200069281	09/10/2015	DELL MARKETING L P PASADENA CA	09/15/2015
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210502	100.00	USD	2200069305	09/10/2015	ELROD, EARL CHINO CA	09/25/2015
210503	1,500.00	USD	2200069320	09/10/2015	EP-USE AMERICA INC ATLANTA GA	09/21/2015
210504	475.00	USD	2200069319	09/10/2015	EUROFINS ENTER ANALYTICAL, INGRAPEVINE TX	09/16/2015
210505	62.21	USD	2200069297	09/10/2015	FERGUSON ENTERPRISES INC LOS ANGELES CA	09/14/2015
210506	3,567.68	USD	2200069266	09/10/2015	FISHER SCIENTIFIC LOS ANGELES CA	09/14/2015
210507	1,275.00	USD	2200069325	09/10/2015	FLO SERVICES, INC. BURBANK CA	09/16/2015
210508	934.31	USD	2200069280	09/10/2015	FLUID COMPONENTS INTERNATIONAL SAN FRANCISCO CA	09/16/2015
210509	4,216.07	USD	2200069337	09/10/2015	FOUNDATION HA ENERGY GENERATION SAN FRANCISCO CA	09/24/2015
210510	2,163.09	USD	2200069268	09/10/2015	G P ELECTRIC MOTOR SERVICES POMONA CA	09/16/2015
210511	4,931.86	USD	2200069268	09/10/2015	G P ELECTRIC MOTOR SALT LAKE CITY UT	09/16/2015
210512	5,235.47	USD	2200069279	09/10/2015	GRAINGER PALATINE IL	09/15/2015
210513	862.77	USD	2200069304	09/10/2015	HACH COMPANY CHICAGO IL	09/16/2015
210514	245.04	USD	2200069344	09/10/2015	HALL, JASWEN CHINO HILLS CA	09/17/2015
210515	208.35	USD	2200069269	09/10/2015	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	09/16/2015
210516	855.21	USD	2200069270	09/10/2015	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/16/2015
210517	43,480.00	USD	2200069307	09/10/2015	INTEGRATED DESIGN SERVICES INC IRVINE CA	09/15/2015
210518	783.00	USD	2200069310	09/10/2015	INTERNATIONAL PUBLIC MANAGEMENT ALEXANDRIA VA	09/16/2015
210519	1,526.72	USD	2200069277	09/10/2015	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	09/18/2015
210520	18.63	USD	2200069340	09/10/2015	JONES, KYLE CHINO HILLS CA	09/17/2015
210521	168.44	USD	2200069287	09/10/2015	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	09/21/2015
210522	677.04	USD	2200069295	09/10/2015	LOCKMASTERS USA INC PANAMA CITY FL	09/17/2015
210523	162.61	USD	2200069291	09/10/2015	MCMASTER-CARR SUPPLY CO CHICAGO IL	09/18/2015
210524	56.35	USD	2200069338	09/10/2015	MEDEBIOS, SHAWN CHINO HILLS CA	09/16/2015
210525	20,489.71	USD	2200069313	09/10/2015	MEYERS NAVE OAKLAND CA	09/16/2015
210526	13,188.00	USD	2200069321	09/10/2015	MICROAGE PHOENIX AZ	09/15/2015
210527	393.70	USD	2200069292	09/10/2015	MIDPOINT BEARING ONTARIO CA	09/14/2015
210528	995.10	USD	2200069306	09/10/2015	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	09/16/2015
210529	353.02	USD	2200069265	09/10/2015	OFFICE DEPOT LOS ANGELES CA	09/15/2015
210530	46,439.71	USD	2200069309	09/10/2015	OLIN CORP ATLANTA GA	09/15/2015
210531	627.20	USD	2200069332	09/10/2015	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/14/2015
210532	175.00	USD	2200069276	09/10/2015	PETE'S ROAD SERVICE FULLERTON CA	09/16/2015
210533	32.20	USD	2200069341	09/10/2015	PIVOVAROFF, JASON CHINO HILLS CA	09/18/2015
210534	63.14	USD	2200069343	09/10/2015	POPE, SERINA CHINO HILLS CA	09/17/2015

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Acct number	CHECK	23116764				
210535	2200069271	09/10/2015	USD	1,609.53	RAMONA TIRE & SERVICES CENTERS HEMET CA	09/17/2015
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210537	2200069327	09/10/2015	USD	1,257.50	ROSENOW SEVACEK GROUP INC SANTA ANA CA	09/15/2015
210538	2200069272	09/10/2015	USD	254.88	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/16/2015
210539	2200069326	09/10/2015	USD	100.00	SANDOVAL, JESUS L FONTANA CA	09/22/2015
210540	2200069273	09/10/2015	USD	669.41	SMART & FYNAL LOS ANGELES CA	09/18/2015
210541	2200069342	09/10/2015	USD	11.86	SMITH, JEANNETTE CHINO HILLS CA	09/15/2015
210542	2200069335	09/10/2015	USD	7,217.26	SO CALIF EDISON ROSEMEAD CA	09/16/2015
210543	2200069282	09/10/2015	USD	2,000.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA	09/17/2015
210544	2200069322	09/10/2015	USD	100.00	STONE, DEBRA KAYE UPLAND CA	09/18/2015
210545	2200069329	09/10/2015	USD	2,221.97	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA	10/07/2015
210546	2200069339	09/10/2015	USD	62.10	SWEZEY, TOM CHINO HILLS CA	09/17/2015
210547	2200069293	09/10/2015	USD	1,813.46	TELEDYNE INSTRUMENTS INC DALLAS TX	09/17/2015
210548	2200069296	09/10/2015	USD	19,131.84	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	09/15/2015
210549	2200069290	09/10/2015	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	09/21/2015
210550	2200069318	09/10/2015	USD	481.00	TRICO CORPORATION PEWAUKEE WI	09/16/2015
210551	2200069300	09/10/2015	USD	2,420.00	U S BANK ST PAUL MN	09/15/2015
210552	2200069299	09/10/2015	USD	120.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/14/2015
210553	2200069294	09/10/2015	USD	743.99	U S HOSE INC ONTARIO CA	09/15/2015
210554	2200069317	09/10/2015	USD	7,082.52	UPS PROTECTION INC ANAHEIM CA	09/15/2015
210555	2200069324	09/10/2015	USD	744.00	V3IT CONSULTING INC NAPERVILLE IL	09/15/2015
210556	2200069278	09/10/2015	USD	821.40	VALVE AUTOMATION & CONTROLS ATLANTA GA	09/16/2015
210557	2200069334	09/10/2015	USD	819.44	VERIZON CALIFORNIA DALLAS TX	09/18/2015
210558	2200069336	09/10/2015	USD	369.15	VERIZON COMMUNICATIONS DALLAS TX	09/18/2015
210559	2200069274	09/10/2015	USD	491.35	VWR INTERNATIONAL LLC PITTSBURGH PA	09/17/2015
210560	2200069302	09/10/2015	USD	15,070.15	W A BASIC CONSTRUCTION CO INC LONG BEACH CA	09/15/2015
210561	2200069330	09/10/2015	USD	9,800.00	WEST COAST ADVISORS SACRAMENTO CA	09/18/2015
210562	2200069314	09/10/2015	USD	17,402.26	WESTIN ENGINEERING INC RANCHO CORDOVA CA	09/16/2015
210563	2200069352	09/10/2015	USD	484.71	BOOT BARN INC IRVINE CA	09/18/2015
210564	2200069357	09/10/2015	USD	54.00	CHENG, TINA CHINO HILLS CA	09/16/2015
210565	2200069362	09/10/2015	USD	79.00	HUBER, JENNIFER CHINO HILLS CA	10/06/2015
210566	2200069354	09/10/2015	USD	67,837.94	HUMPHREY CONSTRUCTORS DIAMOND BAR CA	09/25/2015
210567	2200069359	09/10/2015	USD	350.00	JONES, LONDON CHINO HILLS CA	09/16/2015
210568	2200069350	09/10/2015	USD	225.00	RED WING SHOE STORE CORONA CA	09/16/2015
210569	2200069349	09/10/2015	USD	225.00	RED WING SHOE STORE UPLAND CA	09/18/2015
210570	2200069360	09/10/2015	USD	350.00	RESECK-FRANCIS, CHEYANNE CHINO HILLS CA	09/17/2015
210571	2200069356	09/10/2015	USD	500.00	RIALTO UNIFIED SCHOOL DISTRICTRIALTO CA	09/21/2015
210572	2200069358	09/10/2015	USD	350.00	RODRIGUEZ, VICTOR CHINO HILLS CA	09/22/2015
210573	2200069348	09/10/2015	USD	1,407.24	SOLINST CANADA LTD GEORGETOWN ON	09/18/2015
210574	2200069363	09/10/2015	USD	350.00	TAM, KEN CHINO HILLS CA	09/21/2015
210575	2200069355	09/10/2015	USD	1,989.36	THE FM GROUP LAKE FOREST CA	09/15/2015
210576	2200069361	09/10/2015	USD	25.00	VALENZUELA, ANDREW CHINO HILLS CA	09/17/2015
210577	2200069351	09/10/2015	USD	262.87	VERTZON WIRELESS DALLAS TX	09/15/2015
210578	2200069353	09/10/2015	USD	557.57	WORLDWIDE EXPRESS ALBANY NY	09/15/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank: CBB
 Bank Key: 122234149
 Acct number: CHECK 231167661
 CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

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210579	2200069369	09/14/2015	USD	18,590.95	CONSERV CONSTRUCTION INC MURRIETA CA	09/22/2015	
210580	2200069416	09/17/2015	USD	16,710.53	ACCURATE AIR ENGINEERING INC CERRITOS CA	09/23/2015	
210581	2200069418	09/17/2015	USD	282.72	ACCUSTANDARD INC NEW HAVEN CT	09/25/2015	
210582	2200069402	09/17/2015	USD	527.62	AIRGAS WEST INC PASADENA CA	10/01/2015	
210583	2200069414	09/17/2015	USD	215.60	ALL AMERICAN CRANE MAINTENANCE WILMOT CA	09/22/2015	
210584	2200069468	09/17/2015	USD	22,247.83	ALLISON MECHANICAL, INC. REDLANDS CA	09/23/2015	
210585	2200069431	09/17/2015	USD	1,494.34	AM CONSERVATION GROUP INC CHARLESTON SC	09/22/2015	
210586	2200069413	09/17/2015	USD	532.88	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	09/25/2015	
210587	2200069459	09/17/2015	USD	35.00	AMERICAN SOCIETY OF CIVIL ENGINEERS CA	09/28/2015	
210588	2200069453	09/17/2015	USD	620.00	AMP MECHANICAL INC COSTA MESA CA	09/28/2015	
210589	2200069462	09/17/2015	USD	645.23	AUTOZONE INC ATLANTA GA	09/24/2015	
210590	2200069479	09/17/2015	USD	6,707.74	BURTEC WASTE INDUSTRIES INC BUENA PARK CA	09/22/2015	
210591	2200069433	09/17/2015	USD	106,690.90	BUTLER ENGINEERING INC TUSTIN CA	09/22/2015	
210592	2200069426	09/17/2015	USD	247.80	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	09/22/2015	
210593	2200069464	09/17/2015	USD	9,643.03	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	09/22/2015	
210594	2200069420	09/17/2015	USD	232.82	CALOLYMPIC SAFETY CORONA CA	09/22/2015	
210595	2200069457	09/17/2015	USD	880.00	CALVADA SURVEYING INC CORONA CA	09/22/2015	
210596	2200069488	09/17/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	09/29/2015	
210597	2200069412	09/17/2015	USD	2,450.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	09/23/2015	
210598	2200069434	09/17/2015	USD	2,994.30	CHINO MFG & REPAIR INC CHINO CA	09/29/2015	
210599	2200069486	09/17/2015	USD	785.07	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/22/2015	
210600	2200069387	09/17/2015	USD	744.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/23/2015	
210601	2200069388	09/17/2015	USD	50.70	CITY RENTALS INC ONTARIO CA	09/22/2015	
210602	2200069388	09/17/2015	USD	1,749.57	COLE PARKER INSTRUMENT CO CHICAGO IL	09/25/2015	
210603	2200069484	09/17/2015	USD	572.55	COLONIAL LIFE & ACCIDENT INSCRUBUMBERIA SC	09/22/2015	
210604	2200069438	09/17/2015	USD	9,435.00	COLORADO SCHOOL OF MINES GOLDEN CO	09/21/2015	
210605	2200069423	09/17/2015	USD	18,724.70	COONSTRUCTION INC RANCHO CUCAMONGA CA	09/23/2015	
210606	2200069495	09/17/2015	USD	300.00	CROOME, LAURIE GLENDORA CA	09/23/2015	
210607	2200069491	09/17/2015	USD	44.85	CUNNINGHAM, RICHARD CHINO HILLS CA	09/21/2015	
210608	2200069410	09/17/2015	USD	20,180.78	DELL MARKETING L P PASADENA CA	09/22/2015	
210609	2200069435	09/17/2015	USD	14,630.17	DUDEK & ASSOCIATES INC ENCINITAS CA	09/23/2015	
210610	2200069467	09/17/2015	USD	2,846.90	EMA, INC. MINNEAPOLIS MN	09/22/2015	
210611	2200069456	09/17/2015	USD	7,226.69	ENVIRONMENTAL WATER SOLUTIONS CARSON CA	09/23/2015	
210612	2200069461	09/17/2015	USD	390.00	EVORPING BRON ANALYTICAL, INCGRAPEVINE TX	09/24/2015	
210613	2200069429	09/17/2015	USD	1,799.53	EXPRESS PIPE & SUPPLY INC ANAHEIM CA	09/23/2015	
210614	2200069487	09/17/2015	USD	2,036.60	FIDELITY SECURITY LIFE INSURANCE CINCINNATI OH	09/23/2015	
210615	2200069400	09/17/2015	USD	117.07	FIRST AID 2000 HUNTINGTON BEACH CA	09/21/2015	
210616	2200069390	09/17/2015	USD	803.54	FISHER SCIENTIFIC LOS ANGELES CA	09/23/2015	
210617	2200069391	09/17/2015	USD	257.00	FLO SYSTEMS INC BURBANK CA	09/28/2015	
210618	2200069425	09/17/2015	USD	380.76	FLORENCE FILTER CORP COMPTON CA	09/23/2015	
210619	2200069405	09/17/2015	USD	2,278.00	FLUID METERING INC ATLANTA GA	09/22/2015	
210620	2200069406	09/17/2015	USD	2,180.58	GRAINGER PALATINE IL	09/22/2015	
210621	2200069392	09/17/2015	USD	3,224.40	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	09/22/2015	
210622	2200069493	09/17/2015	USD	206.99	HAWES, STEPHANIE CHINO HILLS CA	09/21/2015	

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210624	2200069393	09/17/2015	USD	237.51	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/23/2015
210625	2200069494	09/17/2015	USD	34.49	HUNTER, BONNIE CHINO HILLS CA	09/22/2015
210626	2200069480	09/17/2015	USD	237.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	09/30/2015
210627	2200069428	09/17/2015	USD	15.34	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	09/23/2015
210628	2200069478	09/17/2015	USD	66.70	INLAND BIOENERGY LLC FONTANA CA	09/28/2015
210629	2200069481	09/17/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/22/2015
210630	2200069443	09/17/2015	USD	130.00	INSTITUTE OF INTERNAL AUDITORS/VERSIDA CA	09/22/2015
210631	2200069448	09/17/2015	USD	9,858.00	INTEGRATED DESIGN SERVICES INC/IRVINE CA	09/23/2015
210632	2200069421	09/17/2015	USD	2,700.00	INTERNATIONAL B Z UP INC NORCO CA	09/23/2015
210633	2200069417	09/17/2015	USD	406,079.00	J F SHEA CONSTRUCTION INC WALNUT CA	09/22/2015
210634	2200069394	09/17/2015	USD	4,703.29	J G TUCKER & SON INC COVINA CA	09/25/2015
210635	2200069395	09/17/2015	USD	253,145.38	J R FILANC CONSTRUCTION CO. INC/SCCONDIDO CA	09/22/2015
210636	2200069408	09/17/2015	USD	2,914.28	JOHN LASEE PUMPS INC BELL GARDENS CA	09/25/2015
210637	2200069453	09/17/2015	USD	1,000.00	KOLA-FM RADIO REDLANDS CA	09/22/2015
210638	2200069415	09/17/2015	USD	2,640.28	KONICA MINOLTA PASADENA CA	10/02/2015
210639	2200069496	09/17/2015	USD	1,946.82	LIPAN, MICHAEL ONTARIO CA	09/23/2015
210640	2200069497	09/17/2015	USD	985.52	LOCKWOOD, MARY CHINO HILLS CA	09/23/2015
210641	2200069436	09/17/2015	USD	500.00	LOS SERRANOS GOLF & COUNTRY CL/CHINO HILLS CA	09/28/2015
210642	2200069489	09/17/2015	USD	288.00	MARIA PRESQUEZ LAS VEGAS NV	10/01/2015
210643	2200069424	09/17/2015	USD	5,698.43	MCMASTER-CARR SUPPLY CO CHICAGO IL	09/24/2015
210644	2200069490	09/17/2015	USD	112.70	MEDEIROS, SHAWN CHINO HILLS CA	09/28/2015
210645	2200069452	09/17/2015	USD	10,095.38	MERCANTIS BUILDING MAINTENANCE/MONTEREY PARK CA	09/22/2015
210646	2200069427	09/17/2015	USD	218.85	MIDPOINT BEARING ONTARIO CA	09/21/2015
210647	2200069444	09/17/2015	USD	83,348.63	MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA	09/22/2015
210648	2200069409	09/17/2015	USD	1,603.80	MISCO WATER FOOTHILL RANCH CA	09/22/2015
210649	2200069404	09/17/2015	USD	8.26	MISSION REPROGRAPHICS RIVERSIDE CA	09/28/2015
210650	2200069403	09/17/2015	USD	579.82	NEW PIG CORPORATION TIPTON PA	09/24/2015
210651	2200069447	09/17/2015	USD	1,435.00	NEW RESOURCES GROUP INC FAIRFIELD CT	09/25/2015
210652	2200069389	09/17/2015	USD	1,126.33	OFFICE DEPOT LOS ANGELES CA	09/22/2015
210653	2200069451	09/17/2015	USD	24,393.68	OLIN CORP ATLANTA GA	09/22/2015
210654	2200069471	09/17/2015	USD	4,412.84	ONTARIO MUNICIPAL UTILITIES CO/ONTARIO CA	09/21/2015
210655	2200069485	09/17/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	09/25/2015
210656	2200069411	09/17/2015	USD	9,558.43	POLYDYNE INC ATLANTA GA	09/23/2015
210657	2200069483	09/17/2015	USD	14,369.60	PREFERRED BENEFIT INSURANCE PLEASANTON CA	09/23/2015
210658	2200069396	09/17/2015	USD	63.11	RAYONA TIRE & SERVICE CENTERS HEMET CA	09/22/2015
210659	2200069397	09/17/2015	USD	30,543.50	RMA GROUP RANCHO CUCAMONGA CA	09/24/2015
210660	2200069398	09/17/2015	USD	1,142.66	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/23/2015
210661	2200069446	09/17/2015	USD	893.14	RSD LAKE FOREST CA	09/23/2015
210662	2200069455	09/17/2015	USD	850.50	RUTAN & TUCKER LLP COSTA MESA CA	09/23/2015
210663	2200069449	09/17/2015	USD	5,462.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/24/2015
210664	2200069492	09/17/2015	USD	52.56	SANCHEZ, MELINDA CHINO HILLS CA	10/09/2015
210665	2200069399	09/17/2015	USD	15.56	SMART & FINAL LOS ANGELES CA	09/30/2015
210666	2200069473	09/17/2015	USD	8,127.73	SO CALIF EDISON ROSEMEAD CA	09/23/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank	Bank Key	Acct number	Check	Check Number	Check Date	Check Type	Account Paid To	Amount	Check Description	Check Date
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210667	2200069474	09/17/2015	USD	38.58	SO CALIF GAS MONTEREY PARK CA	09/28/2015				
210668	2200069454	09/17/2015	USD	159.00	SOCIETY FOR MAINTENANCE AND ATLANTA GA	09/23/2015				
210669	2200069445	09/17/2015	USD	36,540.88	STANTEC CONSULTING INC CHICAGO IL	09/22/2015				
210670	2200069469	09/17/2015	USD	216,200.85	TECHNICAL SYSTEMS INC LYNNWOOD WA	09/23/2015				
210671	2200069419	09/17/2015	USD	4,069.82	THACHER COMPANY OF CALIFORNIA SALT LAKE CITY UT	09/23/2015				
210672	2200069465	09/17/2015	USD	722.63	THERMO ELECTRON NORTH AMERICA ATLANTA GA	09/23/2015				
210673	2200069458	09/17/2015	USD	8,162.55	THERMO FISHER SCIENTIFIC LLC DALLAS TX	09/24/2015				
210674	2200069475	09/17/2015	USD	950.19	TIME WARNER TELCOM DENVER CO	09/23/2015				
210675	2200069460	09/17/2015	USD	452.00	TRICO CORPORATION PEWAUKEE WI	09/23/2015				
210676	2200069466	09/17/2015	USD	350.00	TRIEPEI SMITH AND ASSOCIATES ITUSTEN CA	09/24/2015				
210677	2200069439	09/17/2015	USD	1,668.16	U S EQUIPMENT CO SANTA FE SPRINGS CA	10/05/2015				
210678	2200069432	09/17/2015	USD	482.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/22/2015				
210679	2200069430	09/17/2015	USD	436.07	U S HOSE INC ONTARIO CA	09/21/2015				
210680	2200069422	09/17/2015	USD	1,398.45	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	09/24/2015				
210681	2200069441	09/17/2015	USD	750.00	UNION BANK OF CALIFORNIA MONTEREY PARK CA	09/28/2015				
210682	2200069477	09/17/2015	USD	90.72	URIMAGE BLOOMINGTON CA	09/25/2015				
210683	2200069430	09/17/2015	USD	438.98	VERIZON BUSINESS DALLAS TX	09/28/2015				
210684	2200069472	09/17/2015	USD	1,763.37	VERIZON CALIFORNIA DALLAS TX	09/22/2015				
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210686	2200069437	09/17/2015	USD	2,526.59	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/22/2015				
210687	2200069407	09/17/2015	USD	218.00	WATER ENVIRONMENT FEDERATION BOSTON MA	09/24/2015				
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210690	2200069440	09/17/2015	USD	447.78	WESTERN EXPRESS ALBANY NY	09/30/2015				
210691	2200069614	09/24/2015	USD	4,729.64	10-B RETROFIT INC ONTARIO CA	09/30/2015				
210692	2200069577	09/24/2015	USD	900.00	ACCELERATED TECHNOLOGY LABORATWEST END NC	10/01/2015				
210693	2200069546	09/24/2015	USD	289.08	AIRGAS WEST INC PASADENA CA	09/30/2015				
210694	2200069590	09/24/2015	USD	540.41	AMERICAN PRINTING & PROMOTIONSEASTVALE CA	09/29/2015				
210695	2200069597	09/24/2015	USD	3,369.90	ATOM ENGINEERING CONSTRUCTION HEMET CA	09/29/2015				
210696	2200069600	09/24/2015	USD	626.36	AUTOZONE INC ATLANTA GA	10/01/2015				
210697	2200069603	09/24/2015	USD	1,450.90	BERLIN PACKAGING LLC CHICAGO IL	09/30/2015				
210698	2200069532	09/24/2015	USD	2,328.98	BRITHINEE ELECTRIC COLTON CA	09/29/2015				
210699	2200069609	09/24/2015	USD	10,100.62	BUSINESS CARD WILMINGTON DE	09/29/2015				
210700	2200069595	09/24/2015	USD	49,706.31	C B PICKUP COMPANY INC SANTA ANA CA	09/29/2015				
210701	2200069616	09/24/2015	USD	747.55	CABLE AND CONNECTIVITY SOLUTIONSLAKE OSWEGO OR	10/01/2015				
210702	2200069573	09/24/2015	USD	1,345.00	CALIFORNIA BOILER INC HUNTINGTON BEACH CA	09/30/2015				
210703	2200069606	09/24/2015	USD	19,307.63	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/29/2015				
210704	2200069563	09/24/2015	USD	227.91	CALOLYMPIC SAFETY CORONA CA	09/29/2015				
210705	2200069624	09/24/2015	USD	-57.50	CAMACHO, MICHAEL CHINO HILLS CA	09/29/2015				
210706	2200069580	09/24/2015	USD	4,925.56	CASC ENGINEERING AND CONSULTINGCOLTON CA	09/29/2015				
210707	2200069564	09/24/2015	USD	1,235.00	CEPA OPERATIONS INC ONTARIO CA	09/30/2015				
210708	2200069556	09/24/2015	USD	46,790.66	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	09/28/2015				
210709	2200069562	09/24/2015	USD	-68.00	CHINO CREEK TOWNSHIP CLUB CHINO HILLS CA	09/28/2015				
210710	2200069576	09/24/2015	USD	780.79	CHINO MFG & REPAIR INC CHINO CA	09/30/2015				

ONTARIO CA 917610000

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

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210712		2200069604	09/24/2015	USD	10,281.40	CORE IT SOLUTIONS LLC STRONGSVILLE OH	10/05/2015
210713		2200069591	09/24/2015	USD	115.59	CUMMINS CAL PACIFIC LLC LOS ANGELES CA	09/29/2015
210714		2200069596	09/24/2015	USD	1,301.16	DAVID WHEELER'S PEST CONTROL, NORCO CA	10/05/2015
210715		2200069555	09/24/2015	USD	58,513.28	DELL MARKETING L P PASADENA CA	09/29/2015
210716		2200069561	09/24/2015	USD	115.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	10/05/2015
210717		2200069625	09/24/2015	USD	102.72	ELIE, STEVE CHINO HILLS CA	10/09/2015
210718		2200069615	09/24/2015	USD	2,200.00	ENVIRONMENTAL CONCEPTS COMP INMISSION VIEJO CA	09/30/2015
210719		2200069551	09/24/2015	USD	521.97	ENVIRONMENTAL RESOURCES ASSOC ARVADA CO	09/28/2015
210720		2200069535	09/24/2015	USD	869.01	FISHER SCIENTIFIC LOS ANGELES CA	09/30/2015
210721		2200069536	09/24/2015	USD	204.97	FLO SYSTEMS INC BURBANK CA	09/30/2015
210722		2200069622	09/24/2015	USD	165.03	FRESQUEZ, ADRIAN CHINO HILLS CA	09/29/2015
210723		2200069594	09/24/2015	USD	1,888.50	GLENN LUKOS ASSOCIATES INC LAKE FOREST CA	09/29/2015
210724		2200069549	09/24/2015	USD	3,433.54	GRAINGER PALATINE IL	09/29/2015
210725		2200069581	09/24/2015	USD	147.39	HACH COMPANY CHICAGO IL	09/29/2015
210726		2200069537	09/24/2015	USD	9,897.87	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	09/29/2015
210727		2200069538	09/24/2015	USD	2,607.66	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/29/2015
210728		2200069621	09/24/2015	USD	25.87	HUGHBANKS, ROGER CHINO HILLS CA	10/01/2015
210729		2200069572	09/24/2015	USD	25.00	INDUSTRIAL HEARING & FULMENAUFPLAND CA	09/30/2015
210730		2200069539	09/24/2015	USD	966.10	INLAND VALLEY DAILY BULLETIN COVINA CA	09/30/2015
210731		2200069587	09/24/2015	USD	680.93	INTEGRATED DESIGN SERVICES INC. IRVINE CA	09/29/2015
210732		2200069571	09/24/2015	USD	6,695.00	JDV EQUIPMENT CORP DOVER NJ	09/29/2015
210733		2200069552	09/24/2015	USD	2,798.54	JOHN LISEE PUMPS INC BELL GARDENS CA	10/01/2015
210734		2200069540	09/24/2015	USD	1,461.32	JOHNSON POWER SYSTEMS LOS ANGELES CA	09/29/2015
210735		2200069601	09/24/2015	USD	985.60	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	09/29/2015
210736		2200069560	09/24/2015	USD	6,225.00	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	09/29/2015
210737		2200069623	09/24/2015	USD	190.00	LETULLE, CEANDER CHINO HILLS CA	10/01/2015
210738		2200069607	09/24/2015	USD	154.59	LINDSAY ENGINEERING, INC. CAMARILLO CA	09/29/2015
210739		2200069565	09/24/2015	USD	42.70	MCMASTER-CARR SUPPLY CO CHICAGO IL	10/01/2015
210740		2200069602	09/24/2015	USD	33,573.12	MICROAGE PHOENIX AZ	10/02/2015
210741		2200069566	09/24/2015	USD	1,167.46	MIDPOINT BEARING ONTARIO CA	09/30/2015
210742		2200069547	09/24/2015	USD	23.53	MISSION REPROGRAPHICS RIVERSIDE CA	09/28/2015
210743		2200069547	09/24/2015	USD	13,440.00	MSO TECHNOLOGIES INC THOUSAND OAKS CA	09/30/2015
210744		2200069608	09/24/2015	USD	676.50	MWH AMERICAS INC LOS ANGELES CA	10/02/2015
210745		2200069575	09/24/2015	USD	26.81	NANGIA, SAPNA CHINO HILLS CA	09/29/2015
210746		2200069626	09/24/2015	USD	704.88	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	10/01/2015
210747		2200069593	09/24/2015	USD	587.23	OFFICE DEPOT LOS ANGELES CA	09/29/2015
210748		2200069589	09/24/2015	USD	27,929.36	OLIN CORP ATLANTA GA	09/28/2015
210749		2200069553	09/24/2015	USD	243.00	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	09/29/2015
210750		2200069617	09/24/2015	USD	1,115.95	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	10/06/2015
210751		2200069574	09/24/2015	USD	2,541.60	PALM AUTO DETAIL INC COLTON CA	09/29/2015
210752		2200069578	09/24/2015	USD	360.00	PANTHER PROTECTION ORANGE CA	10/02/2015
210753		2200069613	09/24/2015	USD	11,592.00	PENCO ENGINEERING INC IRVINE CA	09/30/2015
210754		2200069548	09/24/2015	USD	1,203.56	PETE'S ROAD SERVICE FULLERTON CA	09/30/2015

Check Register

Inland Empire Util. Agency
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Bank Key	122236149					
Acct number	CHECK	231167641				
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210757	2200069584	09/24/2015	USD	159.00	PROJECT MANAGEMENT INSTITUTE NEWTOWN SQUARE PA	10/06/2015
210758	2200069541	09/24/2015	USD	2,982.07	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/30/2015
210759	2200069610	09/24/2015	USD	10,000.00	RAND CORPORATION SANTA MONICA CA	09/30/2015
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210761	2200069542	09/24/2015	USD	3,640.11	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/29/2015
210762	2200069586	09/24/2015	USD	149.96	RSD LAKE FOREST CA	09/30/2015
210763	2200069570	09/24/2015	USD	5,450.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	10/05/2015
210764	2200069599	09/24/2015	USD	7,480.00	SCHWEZEL ENGINEERING LLC ANAHEIM CA	09/29/2015
210765	2200069619	09/24/2015	USD	93,103.58	SO CAL-F EDISON ROSEMEAD CA	09/29/2015
210766	2200069627	09/24/2015	USD	34.50	SOELTER, PETER CHINO HILLS CA	09/30/2015
210767	2200069543	09/24/2015	USD	202.00	SOUTHWEST ALARM SERVICE UPLAND CA	09/29/2015
210768	2200069585	09/24/2015	USD	665.00	STANTEC CONSULTING INC CHICAGO IL	09/29/2015
210769	2200069550	09/24/2015	USD	18,450.45	TETRA TECH INC DENVER CO	09/29/2015
210770	2200069605	09/24/2015	USD	35,496.25	THE BRICKMAN GROUP LTD LLC CHICAGO IL	09/30/2015
210771	2200069582	09/24/2015	USD	130.00	THE INSTITUTE OF INTERNAL AUDITORLANDO FL	09/29/2015
210772	2200069569	09/24/2015	USD	675.00	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	10/01/2015
210773	2200069598	09/24/2015	USD	37.00	TRICO CORPORATION PENAUCKE WI	09/30/2015
210774	2200069583	09/24/2015	USD	98.00	U S COMPOSTING COUNCIL BETHESDA MD	10/02/2015
210775	2200069567	09/24/2015	USD	33.74	U S HOSE INC ONTARIO CA	09/29/2015
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210777	2200069618	09/24/2015	USD	2,890.12	VER-ZON CALIFORNIA DALLAS TX	09/29/2015
210778	2200069620	09/24/2015	USD	-14.99	VER-ZON COMMUNICATIONS DALLAS TX	10/02/2015
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210780	2200069557	09/24/2015	USD	322.00	WATER ENVIRONMENT FEDEZATION ALEXANDRIA VA	10/01/2015
210781	2200069611	09/24/2015	USD	4,375.00	WATER RESOURCES PLANNING SANTA ANA CA	09/29/2015
210782	2200069545	09/24/2015	USD	2,606.93	WAXIE SANITARY SUPPLY LOS ANGELES CA	10/01/2015
210783	2200069558	09/24/2015	USD	1,287.00	WESTERN ANALYTICAL LABORATORIECHINO CA	09/29/2015
210784	2200069579	09/24/2015	USD	95.46	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	10/01/2015
210785	2200069554	09/24/2015	USD	373.14	YALE CHASE EQUIPMENT AND SERVICES ANGELES CA	09/30/2015
210786	2200069568	09/24/2015	USD	1,386.24	YSI INCORPORATED CINCINNATI OH	10/08/2015
210787	2200069767	09/28/2015	USD	173.51	BREIG, ANNA VICTORVILLE CA	10/06/2015
210788	2200069763	09/28/2015	USD	530,457.06	CCL CONTRACTING INC ESCONCIDO CA	10/05/2015
210789	2200369751	09/28/2015	USD	158,689.61	DAVIS ELECTRIC INC YUCAIPA CA	10/06/2015
210790	2200369762	09/28/2015	USD	34,987.74	GSE CONSTRUCTION COMPANY INC LIVERMORE CA	10/06/2015
210791	2200069770	09/28/2015	USD	459.02	HOBBS, DIANA APPLE VALLEY CA	10/06/2015
210792	2200069733	09/28/2015	USD	12.83	HOMR DEPOT CREDIT SERVICES DES MOINES IA	10/05/2015
210793	2200069768	09/28/2015	USD	469.02	HORNEM, WILLIAM YUCCA VALLEY CA	10/07/2015
210794	2200369742	09/28/2015	USD	291.60	KONICA MINOLTA PASADENA CA	10/05/2015
210795	2200069741	09/28/2015	USD	2,359.85	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	10/06/2015
210796	2200069769	09/28/2015	USD	694.69	MILLER, ELMER L BLUE JAY CA	10/06/2015
210797	2200069732	09/28/2015	USD	375.92	RAM LOCK & KEY ONTARIO CA	10/09/2015
210798	2200069771	09/28/2015	USD	64.40	ROSALES, TIMOTED CHINO HILLS CA	

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Inland Empire Util. Agency
 Chino, CA
 Company code 1000

ONTARIO CA 917610000

CITIZENS BUSINESS BANK

Bank CBB
 Bank Key 122234149
 Acct number CHECK 231167641

Check

Check Number	Check Date	City	Amount Paid	Payee Name	Check Date
210799	09/28/2015	USD	82,580.56	ROYAL WHOLESALE ELECTRIC ORANGE CA	10/06/2015
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210802	09/28/2015	USD	12,074.92	SO CALIF GAS MONTEREY PARK CA	10/05/2015
210803	09/28/2015	USD	6,118.00	STANTEC CONSULTING INC CHICAGO IL	10/05/2015
210804	09/28/2015	USD	5,116.81	SUNRISE COLLISION CENTER FONTANA CA	10/06/2015
210805	09/28/2015	USD	239.90	SUNSHINE FILIERS OF PINELLAS ILLARGO FL	10/07/2015
210806	09/28/2015	USD	2,875.72	TELEDYNE INSTRUMENTS INC DALLAS TX	10/06/2015
210807	09/28/2015	USD	1,386.27	THERMO ELECTRON NORTH AMERICA ATLANTA GA	10/09/2015
210808	09/28/2015	USD	911.00	TRICO CORPORATION PEWAUKEE WI	10/09/2015
210809	09/28/2015	USD	2,730.00	TR-PEPI SMITH AND ASSOCIATES, IRVINE CA	10/08/2015
210810	09/28/2015	USD	13,323.39	U S BANK ST LOUIS MO	10/08/2015
210811	09/28/2015	USD	124.53	U S ROSE INC ONTARIO CA	10/06/2015
210812	09/28/2015	USD	1,955.86	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	10/07/2015
210813	09/28/2015	USD	4,079.46	UNIVERSAL PROTECTION SERVICE PASADENA CA	10/05/2015
210814	09/28/2015	USD	3,165.72	VALLEY COURIERS INC CALABASAS CA	10/08/2015
210815	09/28/2015	USD	23,498.73	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	10/05/2015
210816	09/28/2015	USD	9,427.79	VERIZON WIRELESS DALLAS TX	10/08/2015
210817	09/28/2015	USD	77,904.11	VIRAMONTES EXPRESS CORONA CA	10/09/2015
210818	09/28/2015	USD	1,738.92	VWR INTERNATIONAL LLC PITTSBURGH PA	10/06/2015
210819	09/28/2015	USD	129,900.00	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	10/05/2015
210820	09/28/2015	USD	15,771.31	WATSON-MARLOW INC PITTSBURGH PA	10/06/2015
210821	09/28/2015	USD	2,013.37	WAUKESHA-PEARCE INDUSTRIES INC DALLAS TX	10/05/2015
210822	09/28/2015	USD	1,165.54	WAXIE SANITARY SUPPLY LOS ANGELES CA	10/05/2015
210823	09/28/2015	USD	1,982.88	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	10/05/2015
210824	09/28/2015	USD	895.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	10/05/2015
210825	09/28/2015	USD	415.20	WORLDWIDE EXPRESS ALBANY NY	10/07/2015
* Payment method Check			5,681,704.52		

* Payment method Check

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank CBB
 Bank Key 122234149
 ACCT number WCOMP 231159290

CITIZENS BUSINESS BANK
 ONTARIO CA 917619000

Checks created manually

Check Number	Payment	Bank Date	Currency	Amount Paid (USD)	Merchant/Vendor Name & Address	Bank Date
04287	2200069241	09/02/2015	USD	8.74	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/09/2015
04288	2200069242	09/02/2015	USD	267.88	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/08/2015
04289	2200069347	09/09/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/09/2015
04290	2200069506	09/16/2015	USD	352.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/23/2015
04291	2200069507	09/16/2015	USD	400.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/23/2015
04292	2200069508	09/16/2015	USD	90.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/21/2015
04293	2200069509	09/16/2015	USD	76.42	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/25/2015
04294	2200069510	09/16/2015	USD	16.45	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	10/01/2015
04295	2200069511	09/16/2015	USD	272.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/23/2015
04296	2200069628	09/23/2015	USD	1,466.95	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	10/02/2015
04297	2200069629	09/23/2015	USD	49.45	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	
04298	2200069630	09/23/2015	USD	199.39	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	
04299	2200070017	09/30/2015	USD	307.90	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	10/05/2015
04300	2200070018	09/30/2015	USD	469.25	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	10/07/2015
04301	2200070019	09/30/2015	USD	121.48	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	10/06/2015
* Payment method Checks created manually				4,231.26		

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR SEPTEMBER 11, 2015
PRESENTED AT BOARD MEETING ON NOVEMBER 18, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,351.00	\$956.30
TERRY L. CATLIN	\$3,640.25	\$1,341.16
STEVEN J. ELJE	\$2,965.25	\$481.85
JASMIN HALL	\$2,823.91	\$1,784.49
GENE T. KOOPMAN	\$1,279.35	\$0.00
TOTALS	\$14,059.76	\$4,563.80

TOTAL EFTS PROCESSED	0
BEGINNING CHECK NO.	105500
ENDING CHECK NO.	105504
TOTAL CHECKS PROCESSED	5

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO

EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	Yes	\$225.00
08-12-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
08-12-15	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Yes (same day)	\$-0-
08-17-15	Witness Testimony for Shields Trial	Yes	\$225.00
08-18-15	Witness Testimony for Shields Trial	Yes	\$225.00
08-19-15	IEUA Board Meeting	Yes	\$225.00
08-24-15	Witness Testimony for Shields Trial	Yes	\$225.00
08-25-15	Witness Testimony for Shields Trial	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,575.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			7

DIRECTOR
SIGNATURE

Michael Camacho

Michael Camacho

Approved by:

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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-11-15	OP & T Committee Update Telecon	Yes	\$225.00
08-17-15	MWD Standing Committee Mtgs.	No	\$-0-
08-18-15	MWD Standing Committee and Board Meetings	No	\$-0-
08-25-15	MWD Other Committee Meetings	Yes	\$-0- ✓
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$ 225.00 ✓
Total No. of Meetings Attended			2
Total No. of Meetings Paid			2 ✓

DIRECTOR
SIGNATURE

Michael Camacho
Michael Camacho, Director

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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	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**

Michael Camacho

Approved by:

Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET


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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	Yes	\$225.00
08-06-15	Agency Representative for Shields Trial	Yes	\$225.00
08-10-15	City of Upland Prop 218 Public Hearing	Yes	\$225.00
08-11-15	Agency Representative for Shields Trial	Yes	\$225.00
08-12-15	Engineering, Operations & Biosolids Management Committee Meeting	Yes	\$225.00
08-12-15	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
08-19-15	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00
Total No. of Meetings Attended			7
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

AUGUST 2015

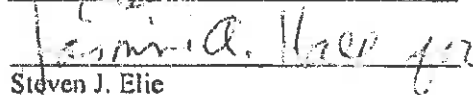
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-04-15	SAWPA Commission Workshop	Yes	\$225.00
08-18-15	SAWPA Commission Meeting	Yes	\$225.00

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015)	\$450.00
Total No. of SAWPA Meetings Attended	2
Total No. of SAWPA Meetings Paid	2

DIRECTOR
SIGNATURE



Approved by:


Steven J. Elie
Secretary/Treasurer, Board of Directors


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

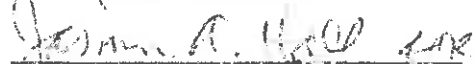
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-06-15	CDA Board Meeting	Yes ()	\$ 500
TOTAL REIMBURSEMENT			\$ 500
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			0

DIRECTOR SIGNATURE 

Approved by: 
Stéven 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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	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**

Terry Catlin

Approved by:


Steven J. Elic
Steven J. Elic
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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-20-15	CBWM Advisory Cmte. Meeting	Yes (decline pymt.)	\$-0-
08-27-15	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			1
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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	No	-0-
08-12-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
08-12-15	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
08-13-15	Attended Shields Trial	Yes	\$225.00
08-19-15	IEUA Board Meeting	Yes	\$225.00
08-24-15	Meetings/CV Strategies re: Plume	Yes	\$225.00
08-31-15	Witness Testimony for Shields Trial	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			5

DIRECTOR
SIGNATURE

(Handwritten Signature: Steven J. Elie)

Approved By:

(Handwritten Signature: 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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-25-15	Conference call for Chair and Vice Chair for Agenda review	Yes	\$-0-
08-27-15	CBWM Board Meeting	Yes	\$-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	2
Total No. of Watermaster Meetings Paid	0

*Decline IEUA portion

DIRECTOR
SIGNATURE

Steven J. Elie

Approved by:

Terry Catlin

Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

JASMIN A. HALL

EMPLOYEE NO. 1256

ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-15	City of Rancho Cucamonga Wilson Avenue Extension Ribbon Cutting	Yes	\$225.00
08-03-15	IERCA Board Meeting	Yes	\$225.00
08-05-15	Special Joint Workshop of the IEUA and the Regional Policy Committee	Yes	\$225.00
08-12-15	Public, Leg, & Water Resources Committee Meeting (Alt)	Yes (same day)	\$-0-
08-12-15	E&O Committee Meeting (Alt)	Yes	\$225.00
08-12-15	Finance, Legal & Admin. Committee	Yes (same day)	\$-0-
08-13-15	Agency Representative for the Sheilds Trial	Yes	\$225.00
08-14-15	Meeting w/ Mr. Grindstaff	Yes (staff)	\$-0-
08-17-15	Meeting w/Chuck Hayes, City of Fontana	Yes	\$225.00
08-19-15	IEUA Board Meeting	Yes	\$225.00
08-19-15	CASA Annual Conference	Yes (same day)	\$-0-
08-20-15	CASA Annual Conference	Yes	\$225.00
08-21-15	CASA Annual Conference	Yes	\$225.00
08-31-15	Agency Representative in Sheilds Trial	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,225.00
Total No. of Meetings Attended			14
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-05-15	SAWPA Commission Workshop	Yes (same day)	\$-0-
08-18-15	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., \$36.60 – difference between SAWPA (\$188.40 (2015)			
And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE *Jasmin A. 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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-06-15	Special 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

Jasmin A. Hall for Director Hall

Approved by:

Terry Catlin

Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

AUGUST 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

REPRESENTATIVE'S
SIGNATURE

Gene Koopman

Approved by:

Terry Catlin
 Terry Catlin
 President, Board of Directors

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 4, 2015

PRESENTED AT BOARD MEETING ON NOVEMBER 18, 2015

GROSS PAYROLL COSTS			\$1,112,325.53
DEDUCTIONS			(\$479,565.32)
NET PAYROLL			<u>\$632,760.21</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105499 - 105499		
TRANSACTION PROCESSED	1	332	333
AMOUNT	\$2,007.77	\$630,752.44	<u>\$632,760.21</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 18, 2015

PRESENTED AT BOARD MEETING ON NOVEMBER 18, 2015

GROSS PAYROLL COSTS			\$1,193,874.36
DEDUCTIONS			(\$531,114.91)
NET PAYROLL			\$662,759.45 <u> </u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$662,759.45	<u>\$662,759.45</u>

Check Payee / Description Amount

ACH	ICMA RETIREMENT TRUST 457 P/R 18 9/4 Deferred Comp Ded	HR	0036400	12,211.27
	ICMA RETIREMENT TRUST 457		\$	12,211.27

ACH	LINCOLN NATIONAL LIFE INS CO P/R 18 9/4 Deferred Comp Ded	HR	0036400	23,779.36
	LINCOLN NATIONAL LIFE INS CO		\$	23,779.36

ACH	ICMA RETIREMENT TRUST 401 P/R 18 9/4 Exec Deferred Comp Ded	HR	0036400	9,772.40
	ICMA RETIREMENT TRUST 401		\$	9,772.40

ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	33594		21,105.55
	DAFT-4,600 Lbs Polymer 748E	33593		4,992.84
	AQUA BEN CORPORATION		\$	26,098.39

ACH	CIHIGOYENETCHE GROSSBERG & CLO			
	3/15 IEUA vs SCE	49647		294.00
	7/15 GD vs IEUA	50045		350.00
	7/15 General Legal	50046		23,232.00
	7/15 RCA Legal	50047		1,162.00
	7/15 IEUA vs PM	50049		200.00
	7/15 IEUA vs RP1 Ontario Airport Plume	50050		200.00
	7/15 PS vs IEUA	50051		4,650.00
	7/15 Watermaster	50052		5,821.00
	CIHIGOYENETCHE GROSSBERG & CLO\$			35,909.00

ACH	UNIVAR USA INC CCWRP-12,896 Lbs Sodium Bisulfite	LA150538		3,244.69
	UNIVAR USA INC		\$	3,244.69

ACH	GOV CONNECTION INC IS16015-Monitors	52925029		1,087.16
	GOV CONNECTION INC		\$	1,087.16

ACH	WESTERN MUNICIPAL WATER DISTRI WR15001-7/1/15-7/31/15 5,287 Sprinkler N IEUA-797			19,033.20
	WESTERN MUNICIPAL WATER DISTRI\$			19,033.20

ACH	PEST OPTIONS INC July 2015 GWR Weed Abatement Services	246772		5,916.00
	PEST OPTIONS INC		\$	5,916.00

ACH	MEASUREMENT SPECIALTIES INC 710S14A0A005.000000.000B10050A	520482		2,494.30
	MEASUREMENT SPECIALTIES INC		\$	2,494.30

Check	Payee / Description	Amount
ACH	THIRDWAVE CORPORATION IS15002-7/1-7/31 ECM Enterprise Assessme 15-1990	10,904.00
	THIRDWAVE CORPORATION \$	10,904.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 18 9/4 Employee Ded HR 0036400	1,119.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,119.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 18 9/4 Employee Ded HR 0036400	380.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	380.00
ACH	DISCOVERY BENEFITS INC P/R 18 9/4 Cafeteria Plan HR 0036400	2,793.33
	DISCOVERY BENEFITS INC \$	2,793.33
ACH	AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E 33613 2,496.42 RP1-16,100 Lbs Polymer 750A 33614 21,105.55	
	AQUA BEN CORPORATION \$	23,601.97
ACH	LASER LINE HQ-Svc HP 9250C,ADF Kit & Landing Assemb 28156	459.06
	LASER LINE \$	459.06
ACH	NAPA GENUINE PARTS COMPANY 2 Pick Up Tool, Telescopic Mirror 707973	30.57
	NAPA GENUINE PARTS COMPANY \$	30.57
ACH	SANTA ANA WATERSHED July 2015 Service 8708	137,340.24
	SANTA ANA WATERSHED \$	137,340.24
ACH	UNIVAR USA INC PradoLS-13,440 Lbs Sodium Bisulfite LA143346 3,381.63 PradoLS-12,264 Lbs Sodium Bisulfite LA155933 3,085.89	
	UNIVAR USA INC \$	6,467.52
ACH	GOV CONNECTION INC IS16015-Thin Clients,Monitors 52952091	1,787.73
	GOV CONNECTION INC \$	1,787.73
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-7/1-7/31 14950 Tlphn 4/1-4 2046 7/15 40,533.69 RP2/RP5-7/1-7/31 16400 El Prado 4/1-4/30 2044 7/15 160.75 RP1-7/1-7/31 2450 Phila St 4/1-4/30 Adj 2042 7/15 105,343.97	
	SHELL ENERGY NORTH AMERICA LP \$	146,038.41

Check	Payee / Description		Amount
ACH	SOLAR STAR CALIFORNIA V LLC 7/15 Solar Energy	IEUA0081	64,647.20
	SOLAR STAR CALIFORNIA V LLC	\$	64,647.20
ACH	RP1 FUEL CELL LLC RP1FuelCell-6/26-7/31 2450 Phila	IEUA_15-07	102,119.99
	RP1 FUEL CELL LLC	\$	102,119.99
ACH	GK & ASSOCIATES INC 46-1141-7/15 Prof Svcs	15-226	24,598.50
	46-1141-7/15 Prof Svcs	15-227	11,264.00
	46-1141-7/15 Prof Svcs	15-223	14,080.00
	46-1141-7/15 Prof Svcs	15-224	20,496.00
	46-1141-7/15 Prof Svcs	15-225	21,472.00
	GK & ASSOCIATES INC	\$	91,910.50
ACH	DISCOVERY BENEFITS INC P/R DIR 009 9/11 Cafeteria Plan	HR 0036500	80.00
	DISCOVERY BENEFITS INC	\$	80.00
ACH	ICMA RETIREMENT TRUST 457 P/R 19 9/18 Deferred Comp Ded	HR 0036600	12,254.18
	ICMA RETIREMENT TRUST 457	\$	12,254.18
ACH	LINCOLN NATIONAL LIFE INS CO P/R 19 9/18 Deferred Comp Ded	HR 0036600	39,563.15
	LINCOLN NATIONAL LIFE INS CO	\$	39,563.15
ACH	ICMA RETIREMENT TRUST 401 P/R 19 9/18 Exec Deferred Comp Ded	HR 0036600	9,798.38
	ICMA RETIREMENT TRUST 401	\$	9,798.38
ACH	AQUA BEN CORPORATION RP1-18,400 Lbs Polymer 750A	33637	24,120.63
	RP2-18,400 Lbs Polymer 748E	33657	19,971.36
	AQUA BEN CORPORATION	\$	44,091.99
ACH	HASCO OIL COMPANY, INC. RP5-Mobil Delvac 1300 Super 15W-40	0195266-IN	1,372.40
	HASCO OIL COMPANY, INC.	\$	1,372.40
ACH	INVENSYS SYSTEMS INC 8/14/15-11/13/15 IA/DCS Tech Support Svc 93270605		31,657.75
	INVENSYS SYSTEMS INC	\$	31,657.75
ACH	INLAND EMPIRE REGIONAL 8/15 Biosolids	90016798	247,043.52
	INLAND EMPIRE REGIONAL	\$	247,043.52

Check	Payee / Description		Amount
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 19 9/18 Employee Ded	HR 0036600	1,106.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$		1,106.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 19 9/18 Employee Ded	HR 0036600	380.00
	IEUA PROFESSIONAL EMPLOYEES ASS\$		380.00
ACH	DISCOVERY BENEFITS INC 2014 Rollover from TASC f/Active Employe 2014 RLLOVR-T		1,394.84
	DISCOVERY BENEFITS INC \$		1,394.84
ACH	DISCOVERY BENEFITS INC P/R 19 9/18 Cafeteria Plan	HR 0036600	2,793.14
	DISCOVERY BENEFITS INC \$		2,793.14
ACH	DISCOVERY BENEFITS INC P/R 17 & P/R 18 Admin Fees	0000572255-IN	152.00
	DISCOVERY BENEFITS INC \$		152.00
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	33663	21,105.55
	AQUA BEN CORPORATION \$		21,105.55
ACH	HASCO OIL COMPANY, INC. RP2-Mobil SHC 626	0195445-IN	3,673.54
	HASCO OIL COMPANY, INC. \$		3,673.54
ACH	LASER LINE HQA-Svc Ricoh AFICIO SC364	28178	139.95
	LASER LINE \$		139.95
ACH	NAPA GENUINE PARTS COMPANY Air Filters, Oil Filters, Fuel Filters 167917		400.53
	3 Core Deposit Refund for Invoice 142389 148873		48.60-
	3 Core Deposit Refund for Invoice 157328 157617		48.60-
	Core Deposit Refund for Invoice 163934 164488		16.20-
	NAPA GENUINE PARTS COMPANY \$		287.13
ACH	AGRICULTURAL RESOURCES 10/15 Wtr Quality Consult	10/15 WTR QLT	6,000.00
	AGRICULTURAL RESOURCES \$		6,000.00
ACH	INVENSYS SYSTEMS INC Inv-Elctrdlss Cndctvty Snrs	93277409	1,540.12
	Inv-Elctrdlss Cndctvty Trnsmttrs	93275436	3,258.69
	INVENSYS SYSTEMS INC \$		4,798.81

Check	Payee / Description		Amount
ACH	PEST OPTIONS INC August 2015 Weed Abatement Services	247916	2,377.48
	PEST OPTIONS INC	\$	2,377.48
ACH	GK & ASSOCIATES INC 46-1141-8/15 Prof Svcs	15-232	20,496.00
	46-1141-8/15 Prof Svcs	15-231	16,560.00
	GK & ASSOCIATES INC	\$	37,056.00
ACH	ADVANCED ENVIRONMENTAL COMPLIA 3rd Qtr 2015 Odor Study	6882	985.00
	ADVANCED ENVIRONMENTAL COMPLIA\$		985.00
ACH	KAMBRIAN CORPORATION ISS-Annl Wndws 2013 Srvr Lic,Clnt Accss	8019	5,730.94
	KAMBRIAN CORPORATION	\$	5,730.94
ACH	DANRAE, INC EN15052-8/2015 Professional Services	140974	6,487.50
	EN15032-8/2015 Professional Services	140973	1,050.00
	DANRAE, INC	\$	7,537.50
ACH	PACIFIC RELIABILITY AND 8/27 Motor Circuit Analysis Training	20150827	5,750.00
	PACIFIC RELIABILITY AND	\$	5,750.00
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM	469.02
	ESTRADA, JIMMIE J	\$	469.02
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM	173.51
	LICHTI, ALICE	\$	173.51
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM	173.51
	MORASSE, EDNA	\$	173.51
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM	469.02
	NOWAK, THEO T	\$	469.02
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM	173.51
	SONNENBURG, ILSE	\$	173.51
ACH	DYKSTRA, BETTY		

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	173.51
	DYKSTRA, BETTY	\$	173.51
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM	469.02
	TORRES, ROBERT G	\$	469.02
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM	173.51
	MUELLER, CAROLYN	\$	173.51
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM	173.51
	GRIFFIN, GEORGE	\$	173.51
ACH	CANADA, ANGELA 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

Check	Payee / Description	Amount
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
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

Check	Payee / Description	Amount
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ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM	195.24
	DAVIS, GEORGE	\$	195.24
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
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

Check	Payee / Description	Amount
	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 173.51
	TROXEL, WYATT	\$ 173.51
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 437.66
	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	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 289.90
	VER STEEG, ALLEN J	\$ 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

Check	Payee / Description	Amount
	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
	ANDERSON, JOHN	\$ 469.02
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 DEB	

Check	Payee / Description	Amount
	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	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 295.51
	VERGARA, FLORENTINO	\$ 295.51
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 173.51
	WARMAN, RALPH	\$ 173.51
ACH	ROGERS, SHIRLEY 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 34.93
	CHUNG, MICHAEL	\$ 34.93
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 173.51
	ADAMS, PAMELA	\$ 173.51
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 920.36
	BLASINGAME, MARY	\$ 920.36
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

Check	Payee / Description	Amount
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 260.59
	ELROD, SONDR	\$ 260.59
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 167.90
	FRAZIER, JACK	\$ 167.90
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
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 167.90
	POOLE, PHILLIP	\$ 167.90
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 195.24
	ADAMS, BARBARA	\$ 195.24

Check	Payee / Description		Amount
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM	442.70
	RUESCH, GENECE	\$	442.70
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM	457.80
	VANDERPOOL, LARRY	\$	457.80
ACH	DECOITE, JOANN Reim Monthly Health Prem	HEALTH PREM	122.00
	DECOITE, JOANN	\$	122.00
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	521.18
	AMBROSE, JEFFREY	\$	521.18
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	260.59
	MERRILL, DIANE	\$	260.59
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM	656.63
	HOUSER, ROD	\$	656.63
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM	138.59
	RUSSO, VICKI	\$	138.59
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM	555.54
	HUSS, KERRY	\$	555.54
ACH	UNIVAR USA INC RP1-13,318 Lbs Sodium Bisulfite	LA158980	3,350.91
	CCWRP-12,405 Lbs Sodium Bisulfite	LA160572	3,121.19
	UNIVAR USA INC	\$	6,472.10
ACH	ICMA RETIREMENT TRUST 457 P/R 20 10/2 Deferred Comp Ded	HR 0036700	12,361.28
	ICMA RETIREMENT TRUST 457	\$	12,361.28
ACH	LINCOLN NATIONAL LIFE INS CO P/R 20 10/2 Deferred Comp Ded	HR 0036700	22,652.55
	LINCOLN NATIONAL LIFE INS CO	\$	22,652.55
ACH	ICMA RETIREMENT TRUST 401 P/R 20 10/2 Exec Deferred Comp Ded	HR 0036700	9,895.54

Check	Payee / Description	Amount
	ICMA RETIREMENT TRUST 401	9,895.54

Grand Total Payment Amount: \$ 1,294,054.56

Check	Payee / Description			Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 18 9/4 Taxes	HR	0036400	42,433.86
	P/R 18 9/4 Taxes	HR	0036400	8,535.46
	EMPLOYMENT DEVELOPMENT DEPARTM\$			50,969.32
Wire	INTERNAL REVENUE SERVICE P/R 18 9/4 Taxes	HR	0036400	264,824.09
	INTERNAL REVENUE SERVICE		\$	264,824.09
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 009 9/11 Taxes	HR	0036500	376.15
	EMPLOYMENT DEVELOPMENT DEPARTM\$			376.15
Wire	INTERNAL REVENUE SERVICE P/R DIR 009 9/11 Taxes	HR	0036500	2,293.16
	INTERNAL REVENUE SERVICE		\$	2,293.16
Wire	BANK OF AMERICA NT&SA P/R 18 9/4/15 EFT Direct Deposit	090415		630,752.44
	BANK OF AMERICA NT&SA		\$	630,752.44
Wire	BANK OF AMERICA NT&SA P/R 19 9/18/15 EFT Direct Deposit	091815		662,759.45
	BANK OF AMERICA NT&SA		\$	662,759.45
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 19 9/18 Taxes	HR	0036600	49,186.43
	P/R 19 9/18 Taxes	HR	0036600	9,154.81
	EMPLOYMENT DEVELOPMENT DEPARTM\$			58,341.24
Wire	INTERNAL REVENUE SERVICE P/R 19 9/18 Taxes	HR	0036600	296,346.38
	INTERNAL REVENUE SERVICE		\$	296,346.38
Wire	PUBLIC EMPLOYEES' RETIREMENT S 9/15 Health Ins-Retirees, Board, Employees 1822 9/15			223,917.87
	PUBLIC EMPLOYEES' RETIREMENT S\$			223,917.87
Wire	STATE BOARD OF EQUALIZATION 8/15 Sales Tax Deposit	23784561 8/15		9,396.00
	STATE BOARD OF EQUALIZATION		\$	9,396.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 18 9/4 Deferred Comp Ded	HR	0036400	14,139.34
	PUBLIC EMPLOYEE'S RETIREMENT S\$			14,139.34
Wire	STATE DISBURSEMENT UNIT			

Check	Payee / Description			Amount
	P/R 18 9/4	HR	0036400	353.07
	P/R 18 9/4	HR	0036400	1,026.91
	STATE DISBURSEMENT UNIT		\$	1,379.98
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 18 9/4 PERS	HR	0036400	239,709.51
	PUBLIC EMPLOYEES RETIREMENT SY\$			239,709.51
Wire	PUBLIC EMPLOYEE'S RETIREMENT S			
	P/R 19 9/18 Deferred Comp Ded	HR	0036600	14,282.00
	P/R 17 8/21 Deferred Comp Ded Pay Period 082115 REV/PM			3.00
	PUBLIC EMPLOYEE'S RETIREMENT S\$			14,285.00
Wire	METROPOLITAN WATER DISTRICT			
	July 2015 Water Purchase	8418		1,900,684.18
	METROPOLITAN WATER DISTRICT		\$	1,900,684.18
Wire	STATE DISBURSEMENT UNIT			
	P/R 19 9/18	HR	0036600	1,026.91
	STATE DISBURSEMENT UNIT		\$	1,026.91
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 19 9/18/15 Emp/Empr Adj/Correction	P/R 19 9/18 A		76.29-
	P/R 19 9/18 PERS	HR	0036600	247,176.04
	PUBLIC EMPLOYEES RETIREMENT SY\$			247,099.75

Grand Total Payment Amount: \$ 4,618,300.77

**ACTION
ITEM**


1C

Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

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

Kanes Pantayatiwong
Manager of Business Information Services *EP #807*

Subject: Ratification of SAP BusinessObjects License Purchase

RECOMMENDATION

It is recommended that the Board of Directors ratify the sole-source purchase of SAP BusinessObjects analytics tools, including license conversion and the first year's maintenance in the amount of \$99,600.

BACKGROUND

In 2009, the Agency purchased a license for SAP BusinessObjects Enterprise Professional (BOE Professional) to meet the enterprise reporting needs. The license was hardware-based and equivalent to one central processing unit (CPU). This tool provides the Agency with a centrally managed and secured reporting platform enabling users to view both SAP and non-SAP data. To date, over 140 reports have been developed and deployed.

Although the reports are useful, they lack the interactivity and graphical displays that can provide greater insight into data not easily drawn from tabulated information. The need for more dynamic reporting tools was confirmed by the recently completed Technology Master Plan (TMP) assessment survey. Between the need for improved data analytics and the Agency's goal toward more efficient and effective business practices, staff opted to expand the reporting capability from the static reporting tool to a more interactive and mobile computing reporting tool version of BusinessObjects.

In November 2014, the Board approved the purchase of additional SAP BusinessObjects licenses to support more robust functionality including; Dashboard, Explorer, Mobile BI and Lumira, and the upgrade from BOE Professional to BusinessObjects Enterprise Premium (BOE Premium).

As a separate initiative in 2009, the Agency also began transitioning its hardware servers to a virtual environment (see Figure 1). Although virtualization enables the Agency to maximize the hardware use while meeting the growing demands for servers, it presented a challenge of applying the traditional licensing model that is based on physical server (hardware based). Nonetheless, our support team did their best to configure all the systems to meet the traditional licensing requirements. In the case for BOE Premium, the team configured what was believed to be equivalent to one virtual CPU (vCPU) in accordance to the license agreement.

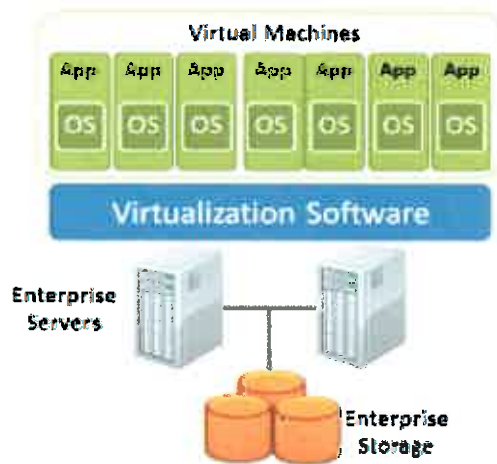


Figure 1. Virtualization Concept

In June 2015, during SAP’s periodic licensing audit, the Agency was found to have misconfigured the virtual server for BusinessObjects with the equivalence of two vCPUs, thus exceeding the license limit by one vCPU. However, the system log confirmed the Agency’s actual use never exceeded the one licensed vCPU since installation. To remedy the non-compliance, SAP provided the Agency the following remedies:

- 1) Purchase of one additional vCPU license for BOE Premium for \$107,680 (\$91,125 for software licenses and \$16,555 for annual maintenance); or
- 2) Convert existing hardware-based licensing model and fixed number of licenses to a new product called the “BusinessObjects BI Suite” (BOBJ Suite) and with user-based licensing model for \$162,123 (\$135,750 for software licenses and \$26,373 for annual maintenance); or
- 3) Convert existing hardware-based licensing model to BusinessObjects BI Suite Analytics Edition, which includes additional server-side tools for data extraction and performance fine-tuning, with user-based licensing model for \$180,301 (\$150,650 for software licenses and \$29,650.50 for annual maintenance).

On September 16, 2015, the General Manager (GM), informed the Board, that he would be excising his emergency authority to execute the agreement with SAP in order to meet SAP’s compliance deadline of October 14, 2015. The Agency engaged the Government Finance Officers Association (GFOA) to assist in the negotiations with SAP. GFOA was successful in securing a 10-year maintenance agreement for the SAP enterprise system in 2006. Through GFOA’s assistance, SAP reduced the initial options as follows:

	One-Time Cost	Ongoing Maintenance ¹
Option 1 (Selected): Additional vCPU	\$76,545	\$16,840
Option 2: BI Suite (50 Licenses)	\$119,875	\$26,373
Option 3: BI Suite Analytics Edition (50 Licenses)	\$150,650	\$29,651
Option 4: BI Suite (20 Licenses)	\$113,636	\$25,000

¹ The ongoing maintenance shown is in addition to the existing annual maintenance of \$20,839.

In considering the final proposed options by SAP, Agency staff evaluated reporting tools from non-SAP vendors, current and future reporting needs, costs associated with integration to SAP and ongoing maintenance. Based on the overall assessment, Option 1 proved to be the best value for the Agency:

- 1) Cost – The most economical option in terms of one time investment and ongoing maintenance costs.
- 2) Future growth – The additional CPU will provide additional capacity to support anticipated growth in system demands over the next few years and is scalable in smaller increments than the product offerings from Options 2 – 4, which is at a minimum of \$90,000 or higher.
- 3) No deployment disruption – Users will not be subjected to any deployment change and may see improved system performance.

Since the proposed product purchase can only be made with SAP, this purchase required to be made as a sole-source purchase. The license conversion will result in combining the existing annual maintenance (\$20,839), which is already budgeted for in FY 2015/16 and FY 2016/17, with the new maintenance cost for additional BOE Premium 1-CPU license.

Product	One-Time Cost (First Year)	Ongoing Annual Cost
Additional License	\$76,545	\$0
Sales Tax (8%)	\$6,124	\$0
Annual Maintenance (22%) ^a	16,840	16,840
Annual Maintenance (Existing) ^b	\$20,839	\$20,839
Total	\$120,348	\$37,679

^a Annual maintenance cost is based on 22% of the net licensing cost of \$76,545.

^b The existing maintenance will remain.

Since the SAP's audit, both Business Information Services (BIS) and Information Systems Services (ISS) departments have reviewed all current enterprise software and licenses and verified that no other software has the same hard-ware based licensing terms. Secondly, Both BIS and ISS departments have implemented processes for continuous monitoring of licenses and protocol changes to ensure ongoing compliance for all of Agency's software licensing.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, purchase of the license and annual maintenance is supported by FY 2015/16 Administrative Services (GG) fund professional services and capital project budget.

**ACTION
ITEM**

1D

Date: November 18, 2015

To: The Honorable Board of Directors

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

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 (CFS)

Subject: Waxie Contract Amendment

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize a contract amendment to the competitively-let contract with Waxie Sanitary Supply of Ontario, through November 30, 2017; for the supply and delivery of janitorial and related supplies; and
2. Authorize the Manager of CFS to execute Contract Amendment Number 4600000672-005.

BACKGROUND

In April 2010, the Agency issued a solicitation for the supply and delivery of janitorial and related supplies. A total of five proposals were received, Waxie was the effective low bidder. Waxie was able to offer even more competitive pricing by utilizing the competitively-let Western States Contracting Alliance (WSCA) contract. Therefore, in June 2010, the Agency administratively awarded a two-year contract to Waxie utilizing the WSCA contract. In July 2012, a contract amendment was executed extending the contract one year.

In November 2012, the National Cooperative Purchasing Alliance (NCPA), a nonprofit Governmental Purchasing Cooperative, awarded a competitively-let contract to Waxie, through November 30, 2013, with four one-year extensions through November 2017.

NCPAs program used the purchasing power of large counties and cities throughout the United States to supply governments with significant discounts for a variety of products, supplies, and services. During the sealed bid process, NCPA received proposals from four suppliers; Waxie, Zep, Buckeye, and All American Poly. Contracts were awarded to both Waxie and Zep. The NCPA contract allows for all governmental agencies to enter into a contract with Waxie, utilizing their advantageous pricing and terms. Numerous local public agencies are currently utilizing this contract, some include: the Cities of Anaheim, Chino, Fontana, Long Beach, Riverside, Ontario, the Counties of Orange, San Diego, Riverside, as well as the Metropolitan Water District and Eastern Municipal Water District and a number of colleges and universities.

The quality of products and services provided by Waxie over the past several years has been excellent. The Agency's average annual expenditures on janitorial supplies through Waxie is approximately \$46,000.

The utilization of a competitively-let contract with Waxie is consistent with the Agency's Business Goal of *Fiscal Responsibility* by continuing to utilize competitive purchase programs consistent with the Agency's Procurement Ordinance and to contain costs for supplies through multi-year contracts.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The annual costs of supplies of approximately \$46,000 to be purchased from Waxie are budgeted in Fiscal Years 2015/16 and 2016/17 Supplies-General budget in various Agency funds.



AMENDMENT NUMBER 4600000672-005

FOR

THE PURCHASE OF JANITORIAL SUPPLIES

This Amendment Number 5, to Contract Number 4600000672, between the Inland Empire Utilities Agency (Agency) and Waxie Sanitary Supply, shall revise the Contract as follows:

REVISE SECTION 5, TERM TO READ:

The term of this Contract and Amendment shall extend and terminate on November 30, 2017, unless agreed to by both parties, reduced to writing and amended to this Contract.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have mutually covenanted and agreed as per the above amendment item(s), and in doing so have caused this document to become incorporated into the Contract Documents.

INLAND EMPIRE UTILITIES AGENCY:

WAXIE SANITARY SUPPLY:

Warren T. Green
Manager of Contracts and
Facilities Services

(Date)

Amy J. Esternmyer
Account Executive


(Date)


**ACTION
ITEM**


1E


Date: November 18, 2015

To: The Honorable Board of Directors

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

From:  P. Joseph Grindstaff
General Manager

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

 Sharmeen Bhojani
Manager of Human Resources

Subject: Resolution No. 2015-11-1, Approving an Amendment to the 2013 through 2018 Memorandum of Understanding (MOU) for the General Unit

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2015-11-1 amending the 2013 through 2018 MOU for the General Employees' Association, General Unit to allow unit employees assigned to the Inland Empire Regional Composting Authority (IERCA) to work a 4/10 schedule.

BACKGROUND

During the 2013 through 2018 MOU negotiations for the General Unit, the Agency agreed to implement a 4/10 work schedule for unit employees with the exception of employees assigned to the IERCA. Exclusion of the IERCA staff was due to regulatory and safety related concerns. Since then, the IERCA Management staff has been working on making improvements to the facility which has resulted in resolving all regulatory and safety related concerns. Management staff has also spent a considerable amount of time evaluating staffing needs and creating operational efficiencies.

Recent improvements at the facility have resulted in significant operational efficiencies; thereby, meeting production needs over a five-day versus a seven-day work week. Implementation of a 4/10 work schedule for IERCA staff will eliminate the need to operate the facility seven days a week and allow the facility to operate Monday through Friday giving employees the ability to be off on the weekends.

IERCA Management and the majority of the unit employees assigned to IERCA are supportive of a 4/10 work schedule. In order to implement this option for the IERCA, an amendment to the General Unit MOU is necessary as the current MOU language expressly prohibits the 4/10 schedule for IERCA employees. Upon the Board's approval, Section 9.1 of the MOU shall be amended to remove section 9.1.1 which specifically states the following:

“Unit employees assigned to work at the Inland Empire Regional Composting Authority (IERCA) facility shall not be placed on the 4/10 schedule.”

In order to facilitate this amendment, a Side Letter of Agreement was executed between the Agency and the General Unit Employees. With the approval of Resolution No. 2015-11-1, the effective date of the Side Letter of Agreement shall be December 6, 2015.

The amendment to the General Unit MOU is consistent with the Agency's *Workplace Environment* business goal to be committed to providing a positive workplace environment by recruiting, retaining and developing a highly-skilled team dedicated to the Agency's Mission, Vision, and Values.

PRIOR BOARD ACTION

On September 4, 2013, the Board of Directors adopted Resolution No. 2013-9-3, approving the MOU for the General Unit.

IMPACT ON BUDGET

None

SIDE LETTER OF AGREEMENT
BETWEEN
THE INLAND EMPIRE UTILITIES AGENCY
AND
THE GENERAL EMPLOYEES' ASSOCIATION, GENERAL UNIT

The Inland Empire Utilities Agency (Agency) and the General Employees' Association, General Unit (GU) have agreed to the following amendment to the Memorandum of Understanding (MOU) which is in effect September 1, 2013 through June 30, 2018.

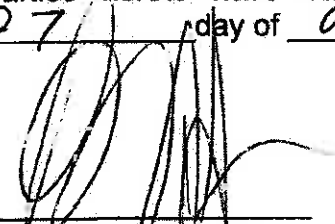
Section 9.1 is hereby amended to delete Section 9.1.1 which reads as follows:

9.1.1. Unit employees assigned to work at the Inland Empire Regional Composing Authority (IERCA) facility shall not be placed on the 4/10 work schedule.

The amendment shall be effective December 6, 2015 to allow Unit employees at IERCA to work a 4/10 schedule.

Section 4.31 of the General Unit MOU shall apply to IERCA employees.

The Parties hereto have caused this Side Letter of Agreement to be executed the 27 day of October, 2015.

By: 
P. Joseph Grindstaff
General Manager

Date: 10/27/15

By: 
General Unit Board Member

Date: 10-27-15

By: 
General Unit Board Member

Date: 10-27-15

RESOLUTION NO. 2015-11-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING AN AMENDMENT TO THE 2013 - 2018 MEMORANDUM OF UNDERSTANDING FOR GENERAL UNIT EMPLOYEES, BY ADOPTING A SIDE LETTER OF AGREEMENT

WHEREAS, the Board of Directors of the Inland Empire Utilities Agency* approved a Memorandum of Understanding for the General Unit Employees on September 4, 2013, and

WHEREAS, the representatives of the Agency have met and conferred with duly authorized representatives of the General Unit regarding the proposed amendment to the MOU and reached consensus via a Side Letter of Agreement executed on October 27, 2015, and

WHEREAS, this Agreement would provide for the following change: delete Section 9.1.1, which currently prohibits the Inland Empire Regional Composting Authority (IERCA) facility to be placed on a 4/10 work schedule.

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

Section 1. The Side Letter of Agreement between the Inland Empire Utilities Agency and the General Unit Employees is hereby adopted and set forth in Exhibit "1" of this resolution.

Section 2. The Board of Directors do hereby order that the General Unit Side Letter of Agreement be included herein as part of the General Unit Memorandum of Understanding.

ADOPTED the 18th day of November, 2015.

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

ATTEST:

Steven J. Elie
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2015-11-1, was adopted at a regular
Board Meeting on November 18, 2015, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

*A Municipal Water District

**ACTION
ITEM**

1F

Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: East Declez Purchase and Sale Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and
2. Authorize the General Manager to execute the agreement.

BACKGROUND

As part of the ongoing recharge improvement discussions, the East Declez Basin was identified as a new project for the Chino Basin Watermaster (CBWM) and Inland Empire Utilities Agency (IEUA) parties' consideration. Following a preliminary evaluation from CBWM/IEUA, it was determined that the project had significant recharge potential for recycled water, and storm water, in Management Zone 3 (MZ-3). In addition, this project was identified as a good "substitute" for the lower San Sevaine Basin, since that site was no longer available and had to be removed from the Recharge Master Plan Update (RMPU) approved list of projects. Declez Basin is located east of Mulberry Avenue and Philadelphia Road in Riverside County. The basin currently is operated as a stormwater capture basin, and is scheduled to receive recycled water in Fall 2015, with the completion of the Wineville Extension Recycled Water Pipeline Project. East Declez property is

located directly adjacent to the existing Declez Basin and consists of 85 acres of land. The location of the property is shown below in Figure 1.

Staff is currently in the process of working with CBWM in developing the initial feasibility study to evaluate if the site is a viable site for groundwater recharge. Borings and cone penetration technology will provide hydrological data for the use of the site. Results are expected to be reached by March 2016, which will provide a determination on the feasibility of the use of the site for groundwater recharge. In the event that it is determined to be a viable groundwater recharge site, IEUA would purchase the property.

Figure 1 – East Declez Property Location



IEUA has been in direct communication with the agent representing the property owner of this property. We concurred to enter into an agreement that would enable IEUA/CBWM time to determine the feasibility of the proposed project and set a cap for the purchase price of the land should IEUA pursue purchase.

Terms to enter into a Purchase and Sale Agreement were previously developed as the Letter of Intent to Purchase Property and presented to the IEUA Board on June 17, 2015.

The Purchase and Sale Agreement includes the following terms:

- The property owner will hold the property for 180 days from the opening of escrow, with a refundable deposit of \$50,000.
- For time extensions beyond 180 days, \$10,000 per month of the deposit will be released to the property owner.
- Either party can terminate the intent to purchase at any time during the 180 days or the following five months.
- If IEUA and CBWM are willing to purchase the property based on the results of the feasibility study, IEUA will pay the fair market assessed value, not-to-exceed \$3 Million.
- 180 days from the opening of escrow will be May 2016; allowing time for IEUA and CBWM to make decisions on the purchase of the property beyond the current projected completion of the feasibility study.

Staff has been updating CBWM on a regular basis at the monthly project meetings.

The purchase of East Declez property is budgeted in the RMPU project (Project No. RW15003). The project's total budget is included in the IEUA's TYCIP is \$7,490,500, and the project costs are shared by IEUA and Chino Basin Watermaster (CBWM) at \$250,000 and \$7,240,500, respectively. As the project's FY 2015/16 appropriation is \$856,000, a budget amendment will be pursued if the project is deemed successful prior to property purchase.

Securing the potential purchase of the East Declez property for groundwater recharge is consistent with the IEUA business goal of *Water Reliability*, namely development of groundwater recharge.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The project will be funded through the FY 15/16 appropriation of the Recharge Water (RW) Fund.

Attachment: Purchase and Sale Agreement: Declez Property

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

(Riverside 85 Acres)

TO: Chicago Title Company
560 E. Hospitality Lane
San Bernardino, CA 92408

Escrow No.: _____
Escrow Officer: Sandy Olson
Phone: (909) 381-6722
Fax: (909) 384-7858
Email: Sandra.olson@ctt.com

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), is made and entered into as of the ___ day of October, 2015 (the "**Effective Date**"), by and between **SLPR, LLC**, an Arizona limited liability company ("**Seller**"), and Inland Empire Utilities Agency, a California Municipal Water District ("**Buyer**") with respect to the following facts:

RECITALS:

A. Seller owns a single parcel of unimproved land located in the City of Jurupa Valley, County of Riverside (the "**County**"), State of California, consisting of approximately 85 acres and identified as Assessor Parcel Numbers 173-020-020, 173-020-021, 173-020-022, and 173-020-023, such real property being more particularly described in **Exhibit "A"** attached hereto. Said real property, together with all appurtenant easements, rights of way, licenses and hereditaments, any and all improvements, facilities and the like located on the land, and any and all general intangibles and the like, shall collectively be referred to herein as the "**Property**".

B. Seller wishes to sell and convey the Property to Buyer, and Buyer wishes to purchase the Property from Seller, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Chicago Title Company ("**Escrow Holder**") with regard to the escrow ("**Escrow**") created pursuant hereto are as follows:

AGREEMENT:

1. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Three Million and No/100 Dollars (\$3,000,000.00), based on the value in the current appraisal in Buyer's possession (a copy of which shall be delivered to Seller upon opening of the Escrow). Notwithstanding the preceding sentence, in the event Buyer elects to update the appraisal or obtain a new appraisal during the "Feasibility Period" (as defined in **Section 5**), and the updated appraised value is less than \$3,000,000.00, then Seller may elect to terminate this Agreement, unless Buyer elects to proceed with the purchase of the Property at the full Purchase Price listed above. The Purchase Price will be payable as follows:

a. Within three (3) business days of the "Opening of Escrow" (as defined in **Section 3**), Buyer shall cause to be deposited with Escrow Holder by confirmed wire transfer of funds the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) (the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest-bearing account. Should Buyer elect not to proceed with

the purchase of the Property pursuant to the provisions of this Agreement on or before the expiration of the Feasibility Period, the Deposit plus any accrued interest thereon less Buyer's portion of any escrow charges shall be immediately returned by Escrow Holder to Buyer, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof. If Buyer fails to timely terminate this Agreement as provided in Section 5.a below, the Deposit shall become non-refundable to Buyer, unless this Agreement terminates due to a material breach by Seller of its obligations under this Agreement or following the non-satisfaction of express conditions precedent to Buyer's obligations to purchase the Property, as provided in Section 9 of this Agreement.

b. The Deposit and all interest accrued thereon, if any, shall be credited toward the Purchase Price upon the successful Close of Escrow or otherwise shall be disbursed to the party entitled to the Deposit pursuant to the terms of this Agreement.

c. On or before the date of the Close of Escrow, Buyer shall cause to be deposited with Escrow Holder, by confirmed wire transfer of immediately available funds, the balance of the Purchase Price plus such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs, as set forth herein.

d. Notwithstanding anything to contrary set forth herein, the Deposit being delivered by Buyer includes the amount of One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement (the "*Independent Consideration*"), which shall be retained by Seller in all instances. If the Close of Escrow occurs or if this Agreement is terminated for any reason, the Escrow Holder shall first disburse to Seller from the Deposit the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances but shall be applied to the Purchase Price at the Close of Escrow. Buyer and Seller expressly acknowledge and agree that (a) the Independent Consideration plus Buyer's agreement to pay the costs provided in this Agreement, including, without limitation, the costs of any survey, and Buyer's agreement to deliver the "Buyer's Work Product" (as defined in Section 5.c) to Seller, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Inspection Period, and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

3. Escrow.

a. **Opening of Escrow.** For purposes of this Agreement, the Escrow shall be deemed opened (the "*Opening of Escrow*") on the date Escrow Holder shall have received fully executed counterparts of this Agreement from both Buyer and Seller. Immediately upon the Opening of Escrow, Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

b. **Close of Escrow.** For purposes of this Agreement, the "*Close of Escrow*" shall be defined as the date (the "*Closing Date*") that the Grant Deed, substantially in the form attached hereto as Exhibit "B" (the "*Grant Deed*"), conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California (the "*Official Records*"). The Grant Deed shall provide that the documentary transfer tax shall not be of record. Close of Escrow shall occur no later than the first business day which is **sixty (60) days** from the date of expiration of the Feasibility Period.

(i) **Closing Extension.** Notwithstanding the foregoing, Buyer may extend the Close of Escrow for up to thirty (30) days (the "*Extension Period*"), by delivering a

written notice of its election to extend the Close of Escrow to Seller on or before the date that is ten (10) days prior to the scheduled Closing Date and by simultaneously delivering Twenty-Five Thousand Dollars (\$25,000.00) as an extension payment (the “**Extension Payment**”) for the Extension Period to the Escrow Holder, which amount will be immediately non-refundable and released to Seller, and not applicable to the Purchase Price at Closing.

c. **Closing Statement.** Prior to the Close of Escrow, Escrow Holder shall prepare and deliver to Seller and Buyer an estimated closing statement setting forth all estimated payments, adjustments, prorations, closing costs and expenses attributable to Seller or Buyer, as applicable, as of the scheduled Closing Date, and upon receipt thereof, the parties shall correct (if necessary) and approve their respective closing statements (the “**Closing Statement**”) and execute all documents required herein to be delivered by the Close of Escrow, and shall attend to such other matters as are incident to closing this transaction.

4. **Condition of Title.** It shall be a condition to Buyer’s obligations hereunder that Chicago Title Company (the “**Title Company**”) be prepared and committed to issue an ALTA Extended Owner’s 2006 Form Policy of Title Insurance (the “**Title Policy**”). Buyer may, at its expense, obtain any endorsements requested by Buyer, provided, however, that the ability to obtain said endorsements will not be a condition to Close of Escrow. The Title Policy shall be issued in the amount of the Purchase Price, showing fee title to the Property vested in Buyer and subject only to the following (the “**Condition of Title**”):

- a. Non-delinquent liens to secure payment of real property taxes;
- b. Matters affecting the Condition of Title created by or with the written consent of Buyer; and
- c. Exceptions disclosed by a current extended coverage ALTA title commitment (the “**Commitment**”) with respect to the Property issued by the Title Company and which are approved by Buyer in accordance with this section. Seller, at its sole cost and expense, shall provide Buyer with the Commitment, together with legible copies (to the extent that the same are available from the Title Company) of the instruments underlying any exceptions referred to in the Commitment (the “**Exceptions**”) within **fifteen (15) days** following the Opening of Escrow. Seller shall be absolutely obligated to remove all monetary exceptions to title other than non-delinquent real property taxes and assessments at or prior to the Close of Escrow. If, on or before **seventy-five (75) days** following the Opening of Escrow, Buyer, in its sole and absolute discretion, disapproves any non-monetary items described in the Commitment or the Exceptions, Seller shall thereafter have the right, but not the obligation, to attempt to eliminate or ameliorate to Buyer’s satisfaction such matters as Buyer shall have so disapproved on or before **ten (10) days** following receipt of Buyer’s disapproval notice. Seller may give written notice to Buyer within such 10-day period whether Seller is unable or unwilling to ameliorate or eliminate such disapproved matters. If Seller so notifies Buyer (or fails to notify Buyer) that it is unable or unwilling to eliminate or ameliorate any such disapproved matters, Buyer shall have the right, exercisable by written notice delivered to Seller and Escrow Holder on or before the expiration of the Feasibility Period, to (i) waive its prior disapprovals of those matters which Seller is unable to eliminate or ameliorate, in which event such disapproved matters shall be deemed approved; or (ii) terminate the Escrow, in which event the Deposit plus all accrued and unpaid interest thereon less Buyer’s share of escrow costs shall be returned to Buyer and thereafter the Escrow, this Agreement and the rights and obligations of the parties hereunder shall terminate, other than any obligations expressly provided in this Agreement to continue after termination hereof. Prior to the Close of Escrow, Seller shall not cause or permit

title to the Property to differ from the Condition of Title approved by Buyer pursuant to the foregoing.

5. **Conditions to Buyer's Obligations.**

a. For a period (the "***Feasibility Period***") beginning on the Opening of Escrow and continuing until 6:00 PM (Pacific Time) on that date which is **one hundred twenty (120) days** following the Opening of Escrow, Buyer shall have the right to investigate and review all matters relating to the Property and its condition, and Buyer's obligations hereunder shall be conditioned upon Buyer's satisfaction with or waiver of such matters, which satisfaction or waiver shall be in Buyer's sole and absolute discretion. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to expressly disapprove, in a writing delivered to Seller and Escrow Holder, any of such matters, such matters shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of any matters related to the Property and its election to terminate this Agreement, the Deposit and all accrued and unpaid interest thereon less Buyer's share of escrow costs shall immediately be refunded by Escrow Holder to Buyer and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed cancelled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. Within **fifteen (15) days** of the Opening of Escrow, Seller shall make available to Buyer to the extent in the possession of Seller or reasonably available to Seller, true and complete copies of any and all existing studies, reports, maps, ALTA surveys, plans, records, contracts, permits, schedules and other documents relating to the Property in Seller's possession or reasonably accessible to Seller. All documents and materials that may be delivered to Buyer will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials, and Buyer acknowledges and agrees that to the extent Buyer, after receiving said documents and materials, relies on them for any purpose, Buyer will do so at its sole risk. Additionally, within **fifteen (15) days** of the Opening of Escrow, Seller shall obtain and deliver to Buyer a Natural Hazard Disclosure Statement in the form identified in California Civil Code Section 1103.2 which shall be prepared by an expert in natural hazard discovery. Seller shall be solely responsible for the costs of preparing copies of such documents, studies, reports and schedules. Buyer shall be solely responsible for any costs incurred in connection with its review and/or investigation of such items and the matters set forth in this Section.

c. In the event that this Agreement shall terminate for any reason, then within **ten (10) days** following such termination, Buyer shall return to Seller all the documents and materials made available or delivered to Buyer under Section 5.b above, and shall also deliver to Seller all documents and materials concerning or relating to inspections, surveys and tests of the Property originating from or done on behalf of Buyer (the "***Buyer's Work Product***"). Notwithstanding the foregoing, Buyer will not be obligated to deliver or disclose and may withhold from Buyer's Work Product any and all documents and materials: (i) that are proprietary and confidential as to Buyer's business generally; (ii) that discuss potential tenants, buyers, or users at the Property; (iii) that set forth project development costs, proformas, profit projections, operational budgets, or any other financial or economic data related to Buyer's intended development, use, and/or operation of the Property (unless such items are already available to the general public); (iv) that include architectural plans, renderings and designs related to proposed vertical improvements on the Property (unless such items are already available to the general public); and (v) that are protected from disclosure by any applicable attorney/client or attorney work product privilege. All documents and materials that may be delivered to Seller will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials,

and Seller acknowledges and agrees that to the extent Seller, after receiving said documents and materials, relies on them for any purpose, Seller will do so at its sole risk.

6. **Buyer's Inspection Rights During Escrow.**

a. **Right of Entry; Indemnification.** During the term of the Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property at reasonable times upon prior notice to Seller, to make any and all physical inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion, including, without limitation, geotechnical, soils, environmental (except that a so-called Phase II Environmental Site Assessment may not be conducted without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion), hydrology, engineering, seismic, utility and structural studies of the Property, review of zoning ordinances, building codes and other laws affecting the Property, review of all plans and engineering and/or soils reports in Seller possession or control, if any, and review of the "Habitat Clearance" (as defined in Section 6.c). Buyer's obligations to purchase the Property shall be subject to its satisfaction with the apparent physical condition of the Property, which will be determined by Buyer during the Feasibility Period. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller harmless of and from any and all claims, losses, liabilities, costs, expenses, mechanic's and materialmen's liens, and demands of any nature arising from or related to such entry and/or activities upon the Property by Buyer, its agents, contractors and subcontractors (said indemnity obligation will survive Close of Escrow or termination of this Agreement) and this indemnification shall not be limited to the insurance required in Section 6.b below. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to disapprove, in a writing delivered to Seller and Escrow Holder, the apparent physical condition of the Property, such condition shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of the apparent physical condition of the Property and its election to terminate this Agreement, the Deposit plus all accrued interest thereon shall immediately be refunded by Escrow Holder to Buyer (Buyer to return any feasibility items provided by Seller), and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed canceled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. **Insurance Requirement.** Prior to entry on the Property during the term of this Agreement by Buyer, its representatives, employees, agents, contractors and subcontractors, Buyer shall deliver to Seller a certificate or certificates showing that Buyer has in force a policy of comprehensive public liability insurance (with minimum coverage of \$1,000,000 per occurrence), and an excess umbrella liability policy of bodily injury and property damage (with minimum coverage of \$5,000,000), insuring Seller as an additional insured.

c. **Habitat Clearance.** Seller hired RBF Consulting, a Michael Baker International Company, to conduct and prepare the Habitat Assessment and MSHCP Consistency Analysis dated March 2015 (the "***Habitat Clearance***") for the Property. Buyer hereby acknowledges that a copy of the Habitat Clearance was delivered to Buyer's representative, Sylvie Lee, via electronic delivery on August 21, 2015.

7. **Closing Deposits by Seller.** At least **one (1) business day** prior to the Close of Escrow, Seller shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. One (1) executed and notarized original *Grant Deed*, substantially in the form attached hereto as **Exhibit "B"**;

b. One (1) executed original of a *Certification re Withholding*, substantially in the form attached hereto as **Exhibit "C"**, and a California Form 593-C or 593-W, as appropriate (collectively, the "*Certifications*");

c. The Closing Statement executed by Seller; and

d. Any other instruments and documents which Seller is obligated to execute and deliver into Escrow under this Agreement.

8. **Closing Deposits by Buyer.** Buyer shall cause to be deposited with Escrow Holder the funds which are to be applied towards the payment of the Purchase Price in the amounts and at the times designated in Sections 2 and 3 above, subject to adjustments resulting from the prorations conducted pursuant hereto. In addition, at least **one (1) business day** prior to the Close of Escrow, Buyer shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. The Closing Statement executed by Buyer; and

b. Any other instruments and documents which Buyer is obligated to execute and deliver into Escrow under this Agreement.

9. **Buyer's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Buyer the right to terminate this Agreement and the Escrow created hereto, Buyer's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Buyer's written waiver thereof, it being agreed that Buyer may waive any or all of such conditions):

a. The Title Company is irrevocably prepared and committed to issue the Title Policy insuring title to the Property vested in Buyer or its nominee, subject only to the approved Condition of Title;

b. As of the Close of Escrow, Seller shall have deposited into Escrow the documents and instruments specified in Section 7 above and performed all of the obligations required to be performed by Seller under this Agreement;

c. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow;

d. The Property is in substantially the same general physical condition as existing as of the date of this Agreement; and

e. Seller shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Buyer, Buyer may exercise its remedies as set forth in Section 36 below.

10. **Seller's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Seller the right to terminate this Agreement and the Escrow created hereto, Seller's obligation to sell the Property to Buyer shall be subject to the occurrence and/or satisfaction of the following conditions (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

a. As of the Close of Escrow, Buyer shall have deposited into Escrow the funds, documents and instruments specified in Section 8 above and performed all of the obligations required to be performed by Buyer under this Agreement;

b. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow; and

c. Buyer shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Seller, Seller may exercise its remedies as set forth in Section 35 below.

11. **Costs and Expenses.** The portion of the Title Policy premium attributable to standard coverage and the County documentary transfer tax and recording fees shall be paid by Seller. Buyer shall pay the portion of the Title Policy premium attributable to ALTA extended coverage and the cost of any title insurance endorsements it may require. Except as otherwise specifically provided herein, the Escrow fee of Escrow Holder shall be shared equally by Seller and Buyer; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation and Title Company charges. All other costs shall be allocated between Buyer and Seller in accordance with customary practice in the County. The provisions of this Section shall survive the Close of Escrow or a termination of this Agreement.

12. **Prorations.** Real property taxes with respect to the Property based upon the latest available tax information shall be prorated such that Seller shall be responsible for all such taxes levied against the Property to and including the day prior to the Close of Escrow (including, without limitation, any supplemental taxes and assessments levied against the Property and assessed after the Close of Escrow for any periods prior to the Close of Escrow) and Buyer shall be responsible for all taxes and assessments levied against the Property from and after the Close of Escrow. Any and all income or rents derived from operations on the Property shall be prorated such that Seller shall be entitled to all such income due for the period through and including the day prior to the Close of Escrow, and Buyer shall be entitled to all such income accruing from and after the Close of Escrow. Buyer shall receive a credit in Escrow for any monies collected by Seller attributable to the period from and after the Close of Escrow. There shall be no proration of any pre-paid rents (rents paid to Seller prior to close of escrow and applicable to the period prior to the Close of Escrow).

13. **Disbursements and Other Actions by Escrow Holder.** Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

- a. Cause the Grant Deed to be recorded in the Official Records;
- b. Disburse all funds deposited into Escrow as follows:
 - i. Deduct all items chargeable to the account of Seller pursuant hereto;
 - ii. Disburse to Seller the Purchase Price, less items deducted pursuant to this Section 13 and any amounts previously released or disbursed to Seller that are applicable to the Purchase Price;
 - iii. Deduct and disburse all items chargeable to the account of Buyer pursuant hereto; and

iv. Disburse the balance, if any, to Buyer.

c. Upon confirmation of recordation of the Grant Deed, the Escrow Holder shall: (i) deliver the Certifications executed by Seller and the Closing Statement executed in counterpart by Seller to Buyer; (ii) deliver all original documents listed in Section 7 to Buyer; and (iii) deliver to both Buyer and Seller copies of all documents delivered to either party hereto or recorded pursuant to this Agreement; and

d. Deliver (or direct the Title Company to issue and deliver) the Title Policy to Buyer.

14. **Operations During Escrow.**

a. Seller shall continue normal operations of the Property, and not sell, convey, grant, assign or otherwise transfer (on or off record) the Property or any interest therein which would survive the Close of Escrow and which would materially and adversely affect the use of the Property, without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's reasonable discretion;

b. Seller shall not alter the physical condition of the Property in a way which would materially and adversely affect the use of the Property; and

c. Seller shall deliver to Buyer all material notices or communications Seller receives from any governmental body pertaining to the Property within **three (3) business days** after Seller's receipt of same.

15. **Seller's Representations and Warranties.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, based on the actual personal knowledge of Mr. Patrick E. Sovereign, with no duty to investigate further, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. The party or parties executing this Agreement on behalf of Seller are the current authorized officers and agents of the Seller with full power and authority to act on behalf of and bind the Seller, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

b. Seller is the sole owner of the Property, and Seller holds title free and clear of all unrecorded liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, or rights of way.

c. There are no actions, suits or proceedings pending against Seller relating to the Property or its use or condition, at law or in equity.

d. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to possession, operation or ownership of the Property, or any portion thereof.

e. Seller has received no written notice or written communication regarding, and to the actual knowledge of Seller there is no dangerous, illegal conditions on, under, about or within the Property requiring corrective action, including, without limitation, from any insurance carrier of the Property.

f. Seller is not a "foreign person" within the meaning of Section 1445 *et seq.* of the *Internal Revenue Code of 1986*, as amended, and Sections 18662 and 18668 of the *California Revenue and Taxation Code*;

g. Seller has not participated in or approved, and, to Seller's actual knowledge, and except as may otherwise be disclosed in the various environmental reports identified by and the results of which are summarized in that certain Phase I Environmental Site Assessment dated March 14, 2007, prepared by Soils Southwest, Inc., there has not occurred, any release or disposal upon the Property or contamination of the Property by any hazardous or toxic waste, substance or material (including, but not limited to, PCB's) as defined under any federal, state or local law, statute, ordinance or regulation and, to Seller's actual knowledge, there is no violation of any federal, state or local law, rule, regulation, statute or ordinance relating to the presence or existence of any hazardous or toxic waste, substance or material upon the Property. To Seller's actual knowledge, no toxic or hazardous waste, substance or material (including, but not limited to, PCB's) exists on, under, about or within the Property or any ground water thereunder, and no asbestos or asbestos-containing materials were used in any construction of improvements on the Property, and there are not presently upon or within any such improvements any materials containing asbestos.

h. Seller shall immediately notify Buyer of any change in any condition with respect to the Property or any event or circumstance which would render any representation, covenant or warranty of Seller under this Agreement untrue, misleading or incapable or less likely of being performed. Upon such notice, so long as the changed condition is not the result of Seller's intentional acts, Buyer's sole and exclusive remedy shall be to terminate the transaction in the same manner as if the facts disclosed by Seller had been discovered during the Feasibility Period.

Except as expressly herein otherwise provided, the representations and warranties of Seller set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

16. **Buyer's Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, based on the actual personal knowledge of Mr. _P. Joseph Grindstaff, with no duty to investigate further, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer. The party or parties executing this Agreement on behalf of Buyer are the current authorized officers and agents of the Buyer with full power and authority to act on

behalf of and bind the Buyer, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Buyer of the transactions contemplated pursuant to this Agreement.

b. Buyer acknowledges that except as set forth in this Agreement and in Seller's closing documents (i) neither Seller, nor any principal, agent, attorney, employee, broker, or other representative of Seller, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Property or any matter related thereto, and (ii) other than Seller's express representations and warranties in Section 15 of this Agreement, Buyer is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Property including, without limitation, any matters related to environmental conditions or compliance with any federal, State or local environmental laws, zoning ordinances, protected habitat regulations, or other development codes or rules, and that Buyer is acquiring the Property in its current "as-is, where-is" condition with all faults.

Except as expressly herein otherwise provided, the representations and warranties of Buyer set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

17. **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

18. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees and costs.

19. **Notices.** All notices, requests, demands, reports or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail (postage prepaid, return receipt requested), sent by facsimile or email or delivered via overnight courier and shall be deemed received upon the earlier of (a) if personally delivered or via overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed, upon the date of receipt as disclosed on the return receipt; or (c) if sent by facsimile or email, when sent. All notices, requests, demands, reports or other communications shall be addressed to the addressee as follows:

To Buyer: Inland Empire Utilities Agency
6075 Kimball Avenue
Chino Hills, CA 91708
Attn: P. Joseph Grindstaff
Telephone: (909) 993-1730
Facsimile: (909) 993-1985
Email: jgrindstaff@ieua.org

With a copy to: Inland Empire Utilities Agency
Attn: Warren T. Green
Telephone: (909) 993-1709
Email: wgreen@ieua.org

To Seller: SLPR, LLC
c/o Patrick E. Sovereign
701 N. 44th St
Phoenix, AZ 85008
Telephone: (480) 429-3000
Facsimile: (480) 429-3100
E-mail: psovereign@beusgilbert.com

With a Copy to Beus Gilbert PLLC
701 N. 44th Street
Phoenix, AZ 85008
Attn: Leo R. Beus
Telephone: (480) 429-3001
Facsimile: (480) 429-3111
E-mail: lbeus@beusgilbert.com

To Escrow Holder: As provided on Page 1 of this Agreement

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

20. **Brokers.** Seller and Buyer each acknowledge that Manuel Mancha of Mancha Real Estate Advisors represents Seller and Buyer in this transaction. Seller hereby agrees to pay a real estate brokerage commission and/or a finder's fee with respect to this transaction to Manuel Mancha pursuant the terms of a separate agreement. Except as disclosed in this Section, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no other broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any such additional claims for brokers' or finders' fees for the consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. The foregoing indemnities shall survive the Close of Escrow or any termination of this Agreement.

21. **Time of Essence.** Time is of the essence of each and every term, condition, obligation and provision hereof.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

23. **Captions.** Any captions to, or headings of, the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

24. **No Obligations to Third Parties.** The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto. There are no intended third party beneficiaries under this Agreement.

25. **Exhibits.** The exhibits attached hereto are hereby incorporated herein by this reference.

26. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

27. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

28. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

29. **Fees and Other Expenses.** Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

30. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by an authorized representative or officer of the party to be bound thereby.

31. **Successors and Assigns.** This Agreement and all of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

32. **Computation of Periods.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California or national holidays, unless the period of time specifies business days; provided that, if the date or last date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or a California or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or a California or national holiday. All prorations shall be made on an "actual days" basis, based on a 365-day year.

33. **Confidentiality.** Both Seller and Buyer agree to maintain confidentiality regarding the terms and conditions of this Agreement and any negotiations thereof, including any financial information of the other party; provided, however, Buyer may disclose the terms and conditions hereof to its attorneys,

accountants, prospective lenders and finance partners and to entities for which it acts as asset manager, in connection with the purchase of the Property.

34. **1031 Exchange.** Buyer and Seller (for purposes of this Section, the “*Cooperating Party*”) hereby agree that, if requested by the other party (for purposes of this Section, the “*Exchanging Party*”), such Cooperating Party shall cooperate with the Exchanging Party (at no cost or expense to the Cooperating Party) in effectuating a tax deferred exchange of the Property (the “*1031 Exchange*”) by the Exchanging Party (or any individual or entity constituting the Exchanging Party); provided, however, that notwithstanding such an assignment, the Exchanging Party’s liability to the Cooperating Party for a breach of any of the Exchanging Party’s representations, warranties and covenants, and the Exchanging Party’s indemnity obligations to the Cooperating Party shall remain unmodified and in full force and effect as if the Exchanging Party had not assigned its interest to a third-party accommodator, and further provided that such 1031 Exchange shall not delay the Closing Date.

35. **DEFAULT BY BUYER.** FOLLOWING EXPIRATION OF THE FEASIBILITY PERIOD AND BUYER’S WRITTEN OR DEEMED APPROVAL AND ACCEPTANCE OF THE MATTERS SET FORTH HEREIN, IF BUYER COMMITS A DEFAULT UNDER ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND FAILS TO PURCHASE THE PROPERTY, THEN, IN ANY SUCH EVENT, ESCROW HOLDER MAY BE INSTRUCTED TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE CASE OF BUYER’S DEFAULT AND FAILURE TO PURCHASE THE PROPERTY, THAT ALL DEPOSITS MADE BY BUYER IS A REASONABLE ESTIMATE OF SELLER’S DAMAGES IN SUCH EVENT (“*LIQUIDATED DAMAGES*”), AND THAT IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE, PROVIDED SELLER IS NOT ALSO THEN IN DEFAULT HEREUNDER, THE ESCROW HOLDER, UPON INSTRUCTIONS TO DO SO, SHALL DISBURSE THE DEPOSIT TO SELLER AND SHALL CANCEL THE ESCROW CREATED PURSUANT HERETO, IN WHICH EVENT SELLER AND BUYER SHALL BE RELIEVED FROM ALL LIABILITY HEREUNDER, OTHER THAN ANY OBLIGATIONS EXPRESSLY PROVIDED IN THIS AGREEMENT TO CONTINUE AFTER TERMINATION HEREOF. EXCEPT AS OTHERWISE PROVIDED HEREIN, RECEIPT OF SUCH LIQUIDATED DAMAGES SHALL BE SELLER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE. ESCROW HOLDER IS HEREBY RELEASED FROM ANY AND ALL LIABILITY WITH REGARD THERETO. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY FOR ANY BREACH BY BUYER OF ANY PROVISION OF THIS AGREEMENT THAT SURVIVES THE CLOSE OF ESCROW. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller’s Initials

Buyer’s Initials

36. **DEFAULT BY SELLER.** IF SELLER DEFAULTS IN ITS OBLIGATION TO CONSUMMATE THIS AGREEMENT, BUYER’S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EITHER: (I) TERMINATE THIS AGREEMENT AND HAVE THE DEPOSIT RETURNED; (II) ENFORCE SPECIFIC PERFORMANCE OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHICH SPECIFIC PERFORMANCE REMEDY SHALL BE EXERCISED, IF AT ALL, BY INSTITUTING LITIGATION PROCEEDINGS WITHIN THIRTY (30) DAYS OF THE SCHEDULED CLOSING DATE. IN NO EVENT WILL SELLER BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. SELLER AND BUYER

ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

Buyer's Initials

37. **Condemnation Prior to the Closing Date.** Seller shall notify Buyer within three (3) business days after Seller receives notice of any pending or threatened condemnation proceeding relating to the Property or any portion thereof arising after the date of the Agreement and prior to the Close of Escrow. If any such proceeding relates to or may result in the loss of any significant portion of the Property or materially and adversely affects access to or the development of the Project, Buyer may, at its option, elect to either: (a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer or released by Escrow Holder to Seller, plus any accrued and unpaid interest thereon, shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof; or (b) continue this Agreement in effect, in which event Buyer shall thereafter be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

SELLER:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its
Manager

By: _____
Patrick E. Sovereign, Vice President

BUYER:

INLAND EMPIRE UTILITIES AGENCY, a
Municipal Water District

By: _____

Name: _____

Its: _____

LIST OF EXHIBITS

Exhibit A

Exhibit A-1 Legal Description

Exhibit A-2 Graphic Depiction of Property

Exhibit B Form of Grant Deed

Exhibit C FIRPTA Certificate

EXHIBIT "A"

Legal Description of the Property

[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023

Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.

EXHIBIT "B"
Form of Grant Deed

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Attn: _____

Phone: (____) _____

E-mail: _____

(Space Above Is For Recorder's Use Only)

THE UNDERSIGNED GRANTOR DECLARES:

THE DOCUMENTARY TRANSFER TAX IS NOT FOR PUBLIC RECORD PURSUANT TO REVENUE & TAXATION CODE 11932

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SLPR, LLC, an Arizona limited liability company ("**Grantor**"), hereby grants to _____, a _____ ("**Grantee**"), all that certain real property situated in the County of Riverside, State of California, described on **Exhibit "1"** attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto, but EXCEPTING THEREFROM all oil, gas and other subsurface mineral rights appurtenant to said real property, which rights Grantor retains.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 201__.

GRANTOR:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its
Manager

By: _____

Patrick E. Sovereign, Vice President

EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

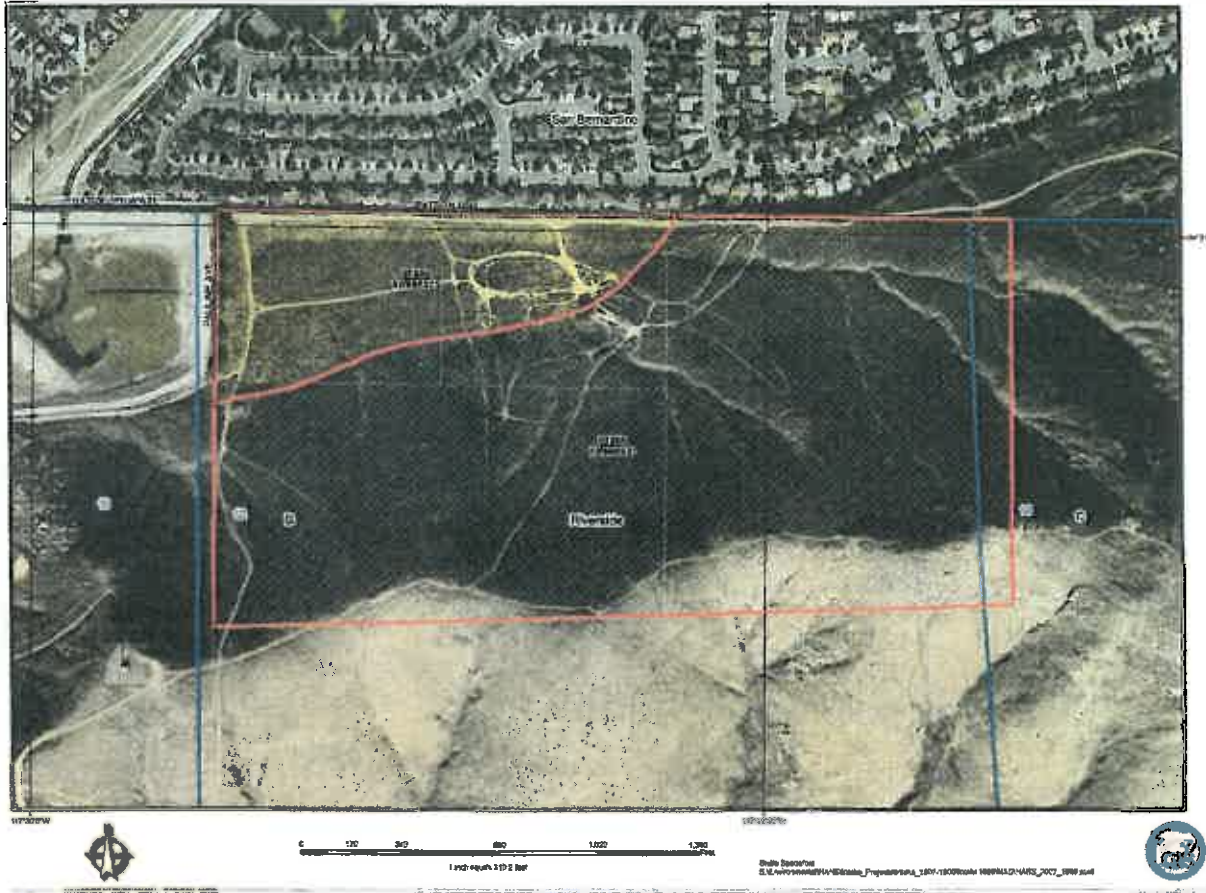
[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023

Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.

Exhibit A-2 Graphic Depiction of Property



DO NOT RECORD

**SEPARATE STATEMENT OF
DOCUMENTARY TRANSFER TAX**

County Recorder
Orange County
Santa Ana, California

Ladies/Gentlemen:

In accordance with Revenue and Taxation Code Section 11932, it is requested that this statement of documentary transfer tax due not be recorded with the attached Grant Deed, but affixed to the Grant Deed after recordation and before return as directed on the Grant Deed.

The Grant Deed names SLPR, LLC, an Arizona limited liability company, as Grantor, and _____, a _____, as Grantee. The property being transferred is located in the County of Riverside, State of California.

The amount of documentary transfer tax due on the attached deed is _____ (\$_____) computed on the full value of the property (less the value of any liens and encumbrances remaining on the property at the time of sale).

I declare under penalty of perjury that the foregoing is true and correct.

DECLARANT:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By: _____
Patrick E. Sovereign, Vice President

EXHIBIT "C"

Form of Certification re Withholding

[See Attached]

Certification re Withholding

1. **Federal Certification of Non-Foreign Status.** Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

SLPR, LLC, an Arizona limited liability company, as "Transferor" hereby certifies to _____, a _____, as "Transferee" that withholding of tax is not required upon the transfer of a U.S. real property interest by Transferor to Transferee.

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
- c. Transferor's U.S. employer identification/social security number is _____; and
- d. Transferor's office/residence address is:

2. **General Provisions.** Transferor understands that any transferee of its interest in real property is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

Transferor hereby agrees to protect, indemnify, defend and hold Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, actual attorneys' fees and court costs), incurred by Transferee as a result of (a) Transferor's failure to pay U.S. Federal income tax which it is required to pay under applicable U.S. law; or (b) any false or misleading statement contained herein.

Under penalty of perjury the undersigned declares that he has examined this Certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

Date: _____, 201__

DECLARANT:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By: _____
Patrick E. Sovereign, Vice President

Exhibit "C"
Page 2 of 2

**ACTION
ITEM**

1G

Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Term Sheet for Recycled Water (RW) Interconnection with Jurupa
Community Services District (JCSD)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and
2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

BACKGROUND

In August 2013, IEUA began working on two of its long term planning initiatives; the Integrated Resources Plan (IRP) and Recycled Water Program Strategy (RWPS). Several conceptual projects have been identified in the IRP, including RW interties to supplement RW for the IEUA service area. As the RW system is being planned for growth and demand management, interties with neighboring agencies are being considered to maximize the beneficial use of RW.

One project that is being considered for the RW intertie is the recycled water from Western Riverside County Regional Wastewater Authority (WRCRWA). JCSD and Western Municipal Water District (WMWD) provide their sewage to WRCRWA for treatment, and the WRCRWA produces tertiary treated recycled water. This project would include a new connection between the existing IEUA recycled water system and the proposed WRCRWA RW system.

Over the past eighteen months, IEUA has been working with JCSD on a potential recycled water interconnection opportunity. In August 2014, a Memorandum of Understanding (MOU) was developed to initiate the planning process of creating alternative approaches in determining the long term water supply options for IEUA and the expansion of the recycled water system. Based on the results of the initial feasibility study and hydraulic modeling, 4,000 Acre Feet per Year (AFY) would be made available for the RW Interconnection Project.

Since then, staff has been working on developing a Term Sheet for the RW Interconnection, with a particular focus to submit a State Revolving Fund Loan Application utilizing the Proposition 1 funding opportunity by December 2, 2015. Key terms included in the Term Sheet are provided below:

- JCSD will develop 800 AFY of direct use.
- JCSD will deliver 4,000 AFY ultimately to the IEUA RW system, of which JCSD will receive 50% as recharge water credit in the Chino Basin.
- Capital costs for facilities will be paid based on the project benefit.
- Pending completion of this project, the previous MZ-3 agreement with JCSD (benefit of 950 AFY) will be modified to have a sliding scale benefit through the end of its term based on the total volume that is recharged in MZ-3.
- JCSD will pay for the groundwater recharge (GWR) maintenance charge (as adopted by the IEUA Board) currently at \$60/AF of RW recharged.
- For the first ten years, the O&M costs associated with additional RW pumping from RP-1 to GWR (approximately \$50/AF) will not be charged to JCSD. Following this time period, JCSD will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. The time period may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
- IEUA and JCSD will be mutually responsible for any WRCRWA administrative or operational charges at the WRCRWA facility, on a pro-rata basis.

The current estimated total project cost for the project is \$52.46 million. IEUA's portion of the project cost is estimated to be \$13 million, and JCSD's share of the project costs is \$39 million. With Proposition 1 funding, the project is also eligible for a maximum principal forgiveness in the amount \$15 million. This project demonstrates the integrated regional approach of RW supply optimization.

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

PRIOR BOARD ACTION

On August 20, 2014, the Board approved the MOU with JCSD and WMWD for the RW Interconnection project.

IMPACT ON BUDGET

The Joint IEUA - JCSD Regional Water Recycling Program currently has a total project budget of \$10,000,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP). IEUA's total project share will be \$13,000,000. The application would request \$52,460,000 in CWSRF funding. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan, grants, and total project budget.

Of the total project costs of \$52,460,000, JCSD will assist in the cost of this project in the amount of approximately \$39 million.

Attachment: Term Sheet with JCSD

JOINT IEUA – JCSD REGIONAL WATER RECYCLING PROGRAM PROJECT

**INTERCONNECTION CONSTRUCTION AND OPERATING TERM SHEET BETWEEN INLAND EMPIRE
UTILITIES AGENCY AND JURUPA COMMUNITY SERVICES DISTRICT**

The Inland Empire Utilities Agency (Agency) and Jurupa Community Services District (District) (Collectively referred to as the Parties) agree to an “unbalanced exchange” regarding the conveyance of the District’s proportionate share of the Western Riverside County Regional Wastewater Authority (WRCRWA) treated wastewater effluent to the Agency for direct irrigation use by the Agency, as supply for the Agency’s Groundwater Recharge (GWR) program and corresponding District storage credits in Chino Basin. The recycled water will be conveyed through a series of pumping systems and pipelines (the Project) within the District and Agency service areas.

Section 1. Recycled Water Supply Projections

- A. It is understood that the following is the projected District proportionate share of WRCRWA treated wastewater:

Current Entitlement		Expansion Entitlement	
<u>Flow (mgd)</u>	<u>Volume/YR (AFY)</u>	<u>Flow (mgd)</u>	<u>Volume/YR (AFY)</u>
3.25	2600-3600	6.00	4800-6000

- B. It is acknowledged that this project is based on work to date regarding the current WRCRWA Petition for Change of Use (Discharge Permit) regarding releases to the Santa Ana River. This application is filed and well underway regarding required releases to the Santa Ana River. The final status or outcome is not known at present.
- C. District and Agency project available supply, at full development, estimated as follows:

District (Direct use)	800 AF/Year (16.6%)
Agency Deliveries	4000 AF/Year for use as:
1. Direct Use	2000 AF (41.7%); Use by Agency
2. Recharge	2000 AF (41.7%); District to receive recharge credits

- D. Both parties acknowledge that there are seasonal use aspects associated with recycled water deliveries for both direct use and recharge applications. Higher demands exist in the peak summer months while lower demands exist in the winter months. Both parties desire steady state daily flow availability (+/- 15%) because there is no reservoir storage contemplated in this project.
- E. In the event that the District identifies an opportunity to expand direct use in excess of the volume identified in Section 1C, the Agency and the District commit to meet and negotiate

reallocation/expansion terms in good faith consistent with this Term Sheet or the subsequent Agreement. Example: A connection between Ontario’s future recycled water system and the District’s Area B Development.

- F. Both parties acknowledge that Agency may request that Santa Ana River (SAR) discharges may be made in lieu of the Agency introducing reclaimed water into the Agency system as part of seasonal beneficial use. This is acceptable if coordinated with Section 2C, Beneficial Use, and Recharge Plan. District shall receive Recharge Credit as outlined in Section 1C.

Section 2. Beneficial Use

- A. District will construct and convey recycled water for direct use by its large users within its retail water system.
- B. Agency will construct and convey recycled water for direct use, primarily within its lower 930 pressure zone.
- C. Agency will utilize existing infrastructure or construct necessary facilities for the introduction of this recycled water for recharge in the Chino Basin.
- D. Agency and District shall cooperatively develop, coincidental with the project design and commitments, a mutually-agreed upon plan through a Project Committee to maximize recharge primarily within the Chino Basin Management Zone 3. It is understood that this recharge plan may be phased in nature due to the concurrent planning and construction of recharge basins within the 2013 Chino Basin Recharge Master Plan Update.
- E. Agency and District acknowledge that , pending completion of item D above, recharge capacity and other constraints may exist between this project and the provisions of the January 28, 2013 Management Zone 3 Recycled Water Groundwater Recharge Agreement (2013 Agreement). In consideration for the additional recharge associated with the Project, the maximum amount of groundwater recharge available through the 2013 Agreement will be amended as follows for the fiscal year immediately subsequent to the startup of the Project.

MZ-3 Recycled Water Recharge* (AF/Yr)	Maximum Eligible for RW Purchase Through 2013 Agreement (AF/Yr)
<4000	950
5000	850
6000	750
7000	650
8000	550
9000	450
10000	350

*from prior year

Section 3. Environmental, Pre- Design and Design

- A. Parties acknowledge and agree to the current project description as contained in the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant application. This is detailed as Alternative 4 table and map (Attachment A).
- B. Parties have mutually-funded and initiated the Preliminary Design Report under separate agreement. District has engaged the consultant in this work.
- C. District has completed required California Environmental Quality Act (CEQA Plus) documentation with Board of Directors acceptance on September 26, 2015. Agency and District shall coordinate funding at 50% each following the execution of this Term Sheet.
- D. District shall coordinate appropriate land at its existing American Heroes Park in support of this project during the design phase at no cost to the Parties. The design and construction of the pump station at the Park shall be completed with appropriate water conservation measures.
- E. The Agency shall lead the design effort for the Project. The selection of consultants shall be through a competitive solicitation process and led by the Agency with participation/input by the District.
- F. Parties agree to mutually fund project design in a pro-rata allocation as describe in Section 4 Construction and Ownership.
- G. Project management costs directly associated with the Project (project management, construction management, grants management, etc.) shall be included as actual project costs and as such, shall be subject to pro-rata funding as outlined in Section 4D.
- H. Design of Agency facilities shall be in conformance with Agency standards.
- I. Design of District facilities shall be in conformance with District standards.
- J. The Agency shall engage participation from the District throughout the design processes through the Project Committee.

Section 4. Construction and Ownership

- A. Parties acknowledge and agree that commitment to design and construction are subject to the successful obtainment of the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant.
- B. It is contemplated, subject to further discussion, that the Project design will be conducted under one project award and subject to the same cost allocation as describe in Section 4D.
- C. Both parties agree that the final construction approach shall be performed with a mutual goal of efficient design and process in order to meet the commitments made through the Joint funding application. Determination of the number of bid packages and construction management leadership will be determined by the Agency and District concurrent with the design process, but prior to the finalization of the design.
- D. Capital Costs and ownership (Based on pro-rata volume methodology in Section 1C):

Facilities	District Share	Agency Share
WRCRWA Pump Station	58.3%	41.7%
Transmission Pipeline (WRCRWA-AHP)	58.3%	41.7%
Agency Booster Pump and Pipeline (AHP-930 PZ)	50.0%	50.0%
District Booster Pump and Pipeline (AHP-JCSD)	100.0%	0.0%

- E. District shall operate and maintain the WRCRWA Pump Station, Transmission Pipeline (WRCRWA-American Heroes Park) and the District Pump Station and Pipeline to the retail area
- F. Agency shall operate and maintain the Agency Pump and Pipeline from American Heroes Park to the 930 pressure zone connection point.
- G. Agency and District coordination throughout the construction of the Project will be effectively communicated through the Project Committee.

Section 5. Operations and Maintenance Expenditures

- A. Parties acknowledge and agree that the allocation and payment of annual operations and maintenance expenses shall on a pro-rata basis, consistent with that defined in Section 1C applied to actual expenditures.
- B. District recognizes and agrees that there is a groundwater recharge maintenance charge (as adopted by the IEUA Board) currently at \$60/AF of recycled water recharged, that will be applied to the Project recharge.
- C. Agency agrees that for the first 10-years, the O&M costs associated with additional recycled water pumping from RP-1 to GWR (approximately \$50/AF) shall not be charged to the District. Following this time period, the District will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. This time period (10-years) may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
- D. District shall coordinate electrical service for WRCRWA Pump Station and District distribution pumps at American Heroes Park.
- E. Agency shall coordinate electrical service for the Agency Pump Station at American Heroe’s Park.
- F. Parties shall be mutually responsible (pro-rata Section 1C) for any WRCRWA administrative or operational charges at the WRCRWA facility.
- G. Parties shall stay current on all operational billings and shall coordinate program reconciliations between the partnering agencies on a quarterly basis. Monthly reports shall include project expenditures, recycled water deliveries, and recharge credits.
- H. Annual budgets and billings shall be reviewed by the Project Committee.

Section 6. Service Disruptions

- A. District and Agency acknowledge that the provision of recycled water to this program is interruptible in nature. The supply is contingent on many factors including WRCRWA facility operations, and electrical service provision, which are provided by others.
- B. It is acknowledged that the current project does not include back-up power generation at any facilities.
- C. In the event of planned or unplanned supply disruptions, District shall make every reasonable effort to resume recycled water delivery as soon as possible and shall keep Agency informed as to the status of service.

Section 7. Water Quality and Water Metering

- A. District and Agency acknowledge that the water quality of the District wastewater shall comply with WRCRWA's Regional Water Quality Control Board Water reclamation requirements and Title 22 permits. Measurement shall be at the point of compliance at the WRCRWA facility.
- B. Water quality reports from WRCRWA shall be made available on an appropriate schedule.
- C. Agency is responsible to ensure that their direct use wholesale customers comply with all necessary regulatory and permit requirements for the application of the recycled water.
- D. Water deliveries shall be measured at the WRCRWA metering points within the facility and at American Heroe's Park.
- E. Water quality and quantities shall be subject to review and validation by the Project Committee.

Section 8. Financing

- A. District hereby agrees to allow Agency to apply on District's behalf to the California State Revolving Fund Loan/grant program.
- B. Agency has negotiated an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows Agency to become the lead agency to apply for the above grant and CBRFA to administer the grant, if received.
- C. District shall dedicate annually appropriate net revenues funds for the repayment of the State Revolving Fund (SRF) Loan/Grant, if received.
- D. The District and the Agency may elect to pursue additional or alternate funding sources as otherwise agreed upon.

Section 9. Term and Termination

- A. It is contemplated that the SRF grant or Loan will have a repayment period of 30 years.
- B. This construction and operating agreement shall be for a period of 45 years, with automatic 10-year renewals unless either Party objects in writing.

- C. Each party shall have the right to terminate the agreement with a 3-year notice unless a shorter notice is mutually agreed upon in writing.
- D. The terminating party is responsible for repayment of the affected party's proportionate share of the project commitments that is outstanding at the time of termination.

Section 10. Project Committee

Consistent with the roles as defined within this Term Sheet, a Project Committee shall be established to ensure effective coordination between the Agency and District throughout the planning, design, construction and operation of the Project. The Project Committee shall be comprised of at least one leadership representative from each party. The Committee shall meet no less than twice per year to review Project design, construction, budgets, costs and operational coordination.

Section 11. Preparation of an Agreement

Both Parties agree to give best faith efforts to execute a formal Construction and Operations Agreement based on the terms identified herein within 180 calendar days, but no later than the award of a consultant design contract.

Section 12. Contingent on Grant Funding and Change of Use Petition

The obligations set forth in the formal Agreement shall not become effective, as to either party, unless and until the CBRFA executes a Grant Funding Agreement with the State of California which commits the delivery of grant funds to be applied to the Project as provided herein. In addition, project commitments shall be based on the successful issuance of a Change in Use permit regarding residual releases to the Santa Ana River.

Section 13. Approval of Terms

INLAND EMPIRE UTILITIES AGENCY

General Manager

Dated: _____

JURUPA COMMUNITY SERVICES DISTRICT

General Manager

Dated: _____

EXHIBIT A

Alternative 4- INSERT GRAPHIC, PROJECT DESCRIPTION and COST ESTIMATE

**EASTVALE RECYCLED WATER SYSTEM
IEUA ALTERNATIVE 4 - OPTION 1
(NO IEUA RESERVOIR PROJECT - LOCAL & 600 PZ CONNECTION)**

<u>Phase</u>	<u>Facility</u>		<u>Estimated Construction Cost</u>		<u>Estimated ¹ Project Cost</u>
I	Booster Station: From WRORWA Plant to 800 PZ POC on Pine Ave. (Approx. 750 HP) ²		\$6,230,000		\$8,580,000
	24" Dia. Transmission Pipeline from WRORWA 55 to 800 PZ POC on Pine Ave. (Approx. 25,500 LF)		\$5,940,000		\$9,320,000
	Sub-Total Phase I		<u>\$12,070,000</u>		<u>\$16,900,000</u>
II	24" Dia. Transmission Pipeline from Hollman Ave./Pine Ave. Intersection to SW Corner American Heroes Park (Approx. 2,200 LF)		\$790,000		\$1,110,000
	18" Dia. Local Distribution Pipeline System (Approx. 73,000 LF)	\$10,190,000	\$14,750,000		
	12" Dia. Dead End Pipeline Off Distribution System (Approx. 9,500 LF)	\$3,190,000	\$4,670,000		
	Individual On-Site Inflow Boosters (Approx. 15 EA)	\$450,000	\$600,000		
	Sub-Total Phase II	<u>\$14,610,000</u>	<u>\$20,460,000</u>		<u>\$26,480,000</u>
III	Booster Station from SW Corner American Heroes Park to 600 PZ POC (Approx. 750 HP) ²	\$6,150,000	\$8,610,000	58.20%	41.8%
	24" Dia. Transmission Pipeline from SW Corner American Heroes Park to 600 PZ POC (Approx. 12,500 LF)	\$4,620,000	\$6,580,000		
	Sub-Total Phase III	<u>\$10,770,000</u>	<u>\$15,190,000</u>	<u>\$8,798,200</u>	<u>\$6,511,800</u>
TOTALS		<u>\$37,480,000</u>	<u>\$52,460,000</u>	<u>\$18,084,200</u> 74.50%	<u>\$12,971,800</u> 25.50%

¹ Project cost is 1.4 times construction cost. Project cost includes: construction costs, construction contingencies, design engineering including plans and specifications; design and construction surveying and mapping; geotechnical evaluation and report; engineering contract administration, field inspection and environmental documentation. Costs are based on Engineering News Record (ENR) Construction Cost Index Los Angeles, (ENR = 10,961 - June, 2015). Escalation, financing, interest during construction, legal, and R.O.W costs are not included.

² Assumes 600 gpm and 20 psi connection pressure at 600 PZ POC. Also assumes \$150,000 of upgrades required for precision booster station that will be constructed with WRORWA plant expansion.

³ Assumes 600 gpm and 20 psi connection pressure at 800 PZ POC. Also assumes \$150,000 of upgrades required for precision booster station that will be constructed with WRORWA plant expansion.

**ACTION
ITEM**

1H

Date: November 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (11/11/2015)

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Jason Gu
Grants Officer

Subject: Adoption of Resolution Nos. 2015-11-2 through 4 for the Regional Water Recycling Program

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2015-11-2, authorizing the General Manager to sign and file application and agreement with the State Water Resources Control Board (SWRCB), for the design and construction of the Joint Inland Empire Utilities Agency (IEUA)-Jurupa Community Services District (JCSD) Regional Water Recycling Program (Project);
2. Adopt Resolution No. 2015-11-3, dedicating net revenues for the repayment of State Revolving Fund (SRF) loan from the SWRCB for the Project;
3. Adopt Resolution No. 2015-11-4, establishing its intention to apply for and be reimbursed for expenditures related to the construction of the Project; and
4. Authorize the General Manager to negotiate an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows IEUA to become the lead agency to apply for the SRF loan and grant on behalf of the CBRFA for the Project, and authorizes IEUA to pay CBRFA its portion of the project's match share and debt that is incurred by CBRFA as the recipient of the SRF loan and grant.

BACKGROUND

The SWRCB administers a program for planning or design funding through the Clean Water State Revolving Fund (CWSRF) Program.

In April 2015, the SWRCB announced the Proposition 1 (Prop 1) grant funding opportunity for Water Recycling projects, which will provide 35% in Prop 1 grant funds up to a maximum of \$15,000,000 for each project in addition to a 1% interest, 30-year SRF loan.

IEUA filed a pre-application in October 2015 on behalf of the CBRFA. The subject project is a collaboration of IEUA, JCSD, and Western Municipal Water District (WMWD). This project will initially deliver 3,000 AFY of recycled water for groundwater recharge and provide direct use for multiple public lands that currently use potable water. Further, the project will provide additional non-potable water for private agricultural enterprises throughout the region. This project has a total cost of approximately \$52 million.

Specifically, the project entails the planning, design, and construction of the following: 750 horsepower (HP) booster station at the Western Riverside County Regional Wastewater Authority's Treatment Plant; 31,600 lineal feet (LF) of 24-inch diameter transmission pipeline; an "in-line" 750 HP booster station; 47,800 LF of 18-inch and 12-inch distribution pipeline system; and pressure reducing stations.

This project demonstrates the integrated regional approach of recycled water supply optimization. It is consistent with the Agency's Business Goal of increasing Water Supply Reliability by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

On August 20, 2014, the Board approved the MOU with JCSD and WMWD for the RW Interconnection project.

On October 16, 2013, the Board adopted Resolution No. 2013-10-2 to sign and file the grant application and agreement with the Metropolitan Water District of Southern California (MWD) for the Foundational Actions Funding Program for a Recycled Water Intertie Permit Study.

IMPACT ON BUDGET

The Joint IEUA-JCSD Regional Water Recycling Program project has a total cost of \$52,460,000. IEUA's total project share will be \$13,000,000. JCSD's cost share will be \$36,230,000. The application would request \$52,460,000 in CWSRF and Proposition 1 grant funding. IEUA has a total project budget of \$10,000,000 in the Ten-Year Capital Improvement Plan (TYCIP). JCSD has pledged net revenues for the repayment of its \$39,000,000 cost share.

Upon approval by SWRCB, both agencies will revise their budgets to align with the new SRF loan, grants, and total project costs.

RESOLUTION NO. 2015-11-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE ON BEHALF OF THE AGENCY AND THE CHINO BASIN REGIONAL FINANCING AUTHORITY, FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD, FOR THE JOINT IEUA - JCSD REGIONAL WATER RECYCLING PROGRAM

BE IT RESOLVED, by the Board of Directors of the Inland Empire Utilities Agency (IEUA) that the General Manager or in his absence, his designee, is hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency, a Financial Assistance Application for financing agreements from the State Water Resources Control Board for the planning, design and construction of all projects related to the Joint IEUA – JCSD Regional Water Recycling Program (the Project); and

BE IT RESOLVED, that the Inland Empire Utilities Agency hereby agrees and further does authorize the General Manager or in his absence, his designees to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto,

BE IT FURTHER RESOLVED, that the General Manager or in his absence his designees is authorized to represent the IEUA in carrying out the IEUA's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the IEUA and compliance with applicable state and federal laws.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2015-11-2 was adopted at a regular
meeting on November 18, 2015 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(Seal)

*A Municipal Water District

RESOLUTION NO. 2015-11-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, DEDICATING CERTAIN REVENUES FOR THE REPAYMENT OF STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE JOINT IEUA - JCSD REGIONAL WATER RECYCLING PROGRAM

WHEREAS, The State Water Resources Control Board (SWRCB) offers funding to assist local agencies with the design and construction of Wastewater Treatment and Recycled water distribution facilities;

WHEREAS, The Board of Directors of the Inland Empire Utilities Agency (IEUA) has authorized the General Manager or his designees to apply for and execute the State Revolving Fund (SRF) loan and grant contracts with the SWRCB through the CBRFA;

WHEREAS, IEUA and Jurupa Community Service District (JCSD) have applied for an SRF loan and grant from SWRCB for the Joint IEUA-JCSD Regional Water Recycling Program (Project); and

WHEREAS, the SWRCB's SRF loan program requires each recipients to establish one or more dedicated sources of revenue for repayment of the SRF loan.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors, that the Inland Empire Utilities Agency (IEUA) hereby dedicates and pledges net revenues from ad valorem property taxes and all recycled water sale revenues in the recycled water fund received by IEUA, and net revenues from _____ in the _____ fund received by JCSD to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the Joint IEUA-JCSD Regional Water Recycling Program, CWSRF Project No. 8167-110, as defined by the reimbursement agreement between IEUA/CBRFA and JCSD/CBRFA.

The IEUA commits to collecting such revenues and maintaining such funds(s) throughout the term of such financing and until the IEUA has satisfied its repayment obligation thereunder, unless modification or change is approved in writing by the SWRCB. So long as the financing agreements are outstanding, the IEUA's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreements are outstanding, the IEUA commits to maintaining the funds and revenues at levels sufficient to meet its obligations under the financing agreements.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2015-11-3 was adopted at a regular
meeting on November 18, 2015 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(Seal)

*A Municipal Water District

RESOLUTION NO. 2015-11-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES RELATED TO THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENT RELATED TO THE JOINT IEUA - JCSD REGIONAL WATER RECYCLING PROGRAM

WHEREAS, the Inland Empire Utilities Agency (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State of California, acting by and through the State Water Resources Control Board (SWRCB); and

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby **RESOLVE, DETERMINE AND ORDER AS FOLLOWS**:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$52,460, 000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency's expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

2015 FINANCING AGREEMENT
(JCSD Recycled Water Project)

by and between

INLAND EMPIRE UTILITIES AGENCY*

and

CHINO BASIN REGIONAL FINANCING AUTHORITY

Dated as of December 1, 2015

* *A Municipal Water District.*

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**2015 FINANCING AGREEMENT
(JCSD Recycled Water Project)**

This 2015 FINANCING AGREEMENT (JCSD Recycled Water Project) (the “Financing Agreement”), dated as of December 1, 2015, by and between the INLAND EMPIRE UTILITIES AGENCY, a municipal water district duly organized and existing under and by virtue of the laws of the State of California (“IEUA”), and CHINO BASIN REGIONAL FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Issuer”);

W I T N E S S E T H

WHEREAS, pursuant to Section 71722 of the Water Code of the State of California, IEUA desires to pay a portion of the costs of certain recycled water facilities as more particularly described in Exhibit A hereto (the “Project”); and

WHEREAS, the Issuer desires to assist IEUA in financing IEUA’s share of the cost of the acquisition and construction of the Project; and

WHEREAS, the Jurupa Community Services District (“JCSD”) has provided for the financing of JCSD’s share of the Project pursuant to that certain 2015 Recycled Facilities Financing Agreement (JCSD Recycled Water Project) dated as of December 1, 2015 by and between JCSD and the Issuer (the “2015 Recycled Water Facilities Financing Agreement”); and

WHEREAS, in order to provide the funds for the design, acquisition and construction of the Project, the Issuer currently expects to enter into a loan or similar agreement with the State Water Resources Control Board or other department or agency of the State of California secured in part by the payments to be made by IEUA to the Issuer under this Financing Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of the Financing Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Financing Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Master Resolution. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Bond Resolution. The term “Bond Resolutions” means the resolution or resolutions providing for the issuance of Issuer Bonds and the terms thereof, and any indenture, trust agreement, or similar loan agreement related thereto.

Debt Service. The term “Debt Service” means, as of the date of calculation and with respect to Issuer Bonds, an amount equal to the sum of (i) interest payable during such Issuer Fiscal Year on Issuer Bonds, except to the extent that such interest is to be paid from capitalized interest, (ii) that portion of principal of Issuer Bonds payable during such Issuer Fiscal Year, (iii) amounts necessary to replenish any reserve fund created pursuant to a Bond Resolution, and (iv) all letters of credit, remarketing and other financing costs payable on a periodic basis. Such interest, principal and financing costs for Issuer Bonds shall be calculated on the assumption that no Issuer Bonds outstanding at the date of calculation will cease to be outstanding except by reason of the payment of principal on the due date thereof;

provided further that, as to any such Issuer Bonds bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be one hundred ten percent (110%) of the greater of (a) the daily average interest rate on such Issuer Bonds during the twelve (12) calendar months preceding the date of calculation (or the portion of the then current Issuer Fiscal Year that such Issuer Bonds have borne interest) or (b) the most recent effective interest rate on such Issuer Bonds prior to the date of calculation; and

provided further that, as to any such Issuer Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Issuer Bonds or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Issuer Bonds for which such debt service reserve fund was established and in each preceding Issuer Fiscal Year until such amount is exhausted.

Fixed Project Costs. The term “Fixed Project Costs” means^Δ **the IEUA Share of** capital costs of the Project as set forth in Exhibit B hereto, including but not limited to (i) Debt Service, (ii) reserves for repair and replacement and improvement to the Project and (iii) reserves for payment of Debt Service.

IEUA Share. The term “IEUA Share” means the share of capital costs of the Project allocated to IEUA as set forth in Exhibit B hereto.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by IEUA, or the Issuer, as the case may be, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Issuer. The term “Issuer” means the Chino Basin Regional Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California.

Issuer Bonds. The term “Issuer Bonds” means bonds, notes or other evidences of indebtedness issued by or on behalf of the Issuer to finance or refinance the Project, including but not limited to

loans or similar agreements from the State Water Resources Control Board or other department or agency of the State.

Issuer Fiscal Year. The term “Issuer Fiscal Year” means the twelve month period commencing on July 1 of each calendar year and ending on the following June 30 or such other twelve month period which may be designated by the Issuer as its fiscal year.

Joint Powers Agreement. The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement creating the Chino Basin Regional Financing Authority, as such agreement may be amended or supplemented from time to time.

Master Resolution. The term “Master Resolution” means the Resolution of the Board of Directors of the Chino Basin Municipal Water District Providing for the Allocation of Sewer System Revenues and Establishing Covenants to Secure the Payment of Obligations Payable from Sewer Revenues, adopted by the Board of Directors of IEUA on March 30, 1994, as it is from time to time modified, amended or supplemented.

[Chris – Is Peace Agreement relevant to this Project?] Peace Agreement. The term “Peace Agreement” means the Peace Agreement Chino Basin dated June 29, 2000 regarding the Chino Groundwater Basin.

Pledged Revenues. The term “Pledged Revenues” means ad valorem property taxes received by IEUA pursuant to Section 97 *et seq.* of the Revenue and Taxation Code of the State of California, water connection fees received by IEUA and all recycled water sales revenues received by IEUA.

Project. The term “Project” means certain △recycled water facilities [a description of which is attached as Exhibit A hereto.] The Issuer and IEUA acknowledge that portions of the Project are currently being designed and that the definition of the Project may be revised from time-to-time without amendment to this Financing Agreement.

△

State. The term “State” means the State of California.

Trustee. The term “Trustee” means the entity or entities designated by the Issuer pursuant to any Bond Resolution to administer any funds or accounts required by such Bond Resolution or otherwise.

2002 Financing Agreement. The term “2002 Financing Agreement” means the 2002 Financing Agreement, dated as of June 1, 2002, by and between the Authority and IEUA as such 2002 Financing Agreement may be supplemental or amended from time-to-time as accordance therewith.

△2015 Recycled Water Facilities Financing Agreement. The term “△2015 △Recycled Water Facilities Financing Agreement” shall have the meaning assigned thereto in the preamble hereto.

Section 1.02. Terms Not Defined Herein. Unless the context otherwise requires, the terms not defined herein shall have the meanings set forth in Section 1.01 of the Master Resolution.

ARTICLE II

FINANCING OF THE PROJECT

Section 2.01. Purpose, Financing and Construction.

The purpose of this Financing Agreement is for the Authority to provide for the financing of the Fixed Project Costs of the Project. All other aspects of the Project, including the obtaining of all necessary authority and rights, consents and approvals, and the performance of all things necessary and convenient therefor, subject to compliance with all necessary federal and state laws, including but not limited to the California Environmental Quality Act (“CEQA”), and all other agreements relating thereto, shall be provided for by separate agreements.

Section 2.02. Recycled Water Facilities.

Pursuant to the terms of this Financing Agreement, the Authority shall provide to IEUA, and IEUA shall utilize, the components of the Project identified in Exhibit A hereto for recycled water purposes [Chris – true? in accordance with the Judgement, Section 5.1 of the Peace Agreement and Program Element 2 of Exhibit B thereto.] Subject to IEUA’s payment obligations hereunder, the Authority agrees to use its best efforts to finance such components of the Project pursuant to this Financing Agreement. IEUA shall be responsible for the operation of such components of the Project so designated in Exhibit B hereto, and the Authority shall have no responsibility to pay any operation and maintenance costs with respect to such components of the Project. Title to such components of the Project shall be held by the Authority or IEUA.

Section 2.03. No Authority Responsibility for Recycled Water.

Neither the Authority nor any of its officers or agents shall be liable for the control, carriage, handling, use, disposal, or distribution of recycled water; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such recycled water and including attorneys fees and other costs of defense in connection therewith. IEUA shall indemnify and hold harmless the Authority and its officers, agents, and employees from any such damages or claims of damages.

Section 2.04. Charges to IEUA.

(a) Establishment of Charges. The Issuer shall fix charges to IEUA under this Financing Agreement equal to the amounts anticipated to be needed by the Issuer to pay Fixed Project Costs.

(b) Insufficiency of Funds. IEUA acknowledges that Fixed Project Costs will vary from time-to-time and within any Issuer Fiscal Year. If Fixed Project Costs collected by the Issuer in any Issuer Fiscal Year are insufficient to pay Fixed Costs of the Project in such Issuer Fiscal Year, the Issuer shall promptly notify IEUA of such insufficiency and IEUA shall pay to the Issuer an amount equal to such insufficiency. The obligation of IEUA to pay Fixed Project Costs shall commence upon execution and delivery of this Financing Agreement.

(c) Source of Payments. All Pledged Revenues are hereby irrevocably pledged to the payment of Fixed Project Costs as provided herein and the Pledged Revenues shall not be used for any other purpose while any of the Fixed Project Costs remain unpaid; provided that out of the Pledged Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. Payments by IEUA to the Issuer hereunder are obligations of IEUA payable from Pledged Revenues. Subject to Section 3.04 hereof, the obligation of IEUA to use Pledged Revenues to make payments hereunder from property taxes described in the definition of Pledged Revenues is subordinate to the obligation of IEUA to make payment of all other Contracts and Bonds and on a parity with the obligation to pay amounts under the 2002 Financing Agreement. IEUA shall make such payments in accordance with the provisions of this Financing Agreement and from the Subordinate Obligation Payment Fund under the Master Resolution, as the case may be. IEUA shall not make payment on Contracts or Bonds from amounts in the Subordinate Obligation Payment Fund if other amounts are available therefor. Nothing herein shall be construed as prohibiting IEUA from using any other funds and revenues for purposes of satisfying any provisions of this Financing Agreement.

(d) Obligation Is Not Subject To Reduction. IEUA shall make payments of Fixed Project Costs under this Financing Agreement whether or not the Project is completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction or curtailment of operation of the Project in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the Issuer under this Financing Agreement or any other agreement.

(e) Allocation of Costs and Expenses.

(i) Adjustments. The Issuer shall update the values and amounts of Fixed Project Costs on a quarterly basis, including year-to-date comparisons, in order that the costs and expenses to IEUA may accurately reflect increases or decreases from Issuer Fiscal Year to Issuer Fiscal Year in Fixed Project Costs. In addition, each such determination shall include an adjustment to be paid or received by IEUA for succeeding Issuer Fiscal Years which shall account for the differences, if any, between projections of Fixed Project Costs used by the Issuer in determining the amounts of said Fixed Project Costs for all preceding Issuer Fiscal Years and actual Fixed Project Costs incurred by the Issuer to IEUA during such Issuer Fiscal Years.

(ii) Credits. Interest earnings on all amounts paid by IEUA to the Issuer shall be credited to IEUA through the budgeting process.

(f) Time and Method of Payment.

(i) Fixed Project Costs. ~~For~~ the Issuer Fiscal Year ending June 30, 2016, IEUA shall pay to the Authority within 15 days of receiving an invoice in an amount equal to the Fixed Project Costs as provided in the initial budget described in Section 2.02 hereof. Thereafter^Δ IEUA shall pay to the Issuer, on or before July 15 of each Issuer Fiscal Year, 100% of such Fixed Project Costs for such Issuer Fiscal Year.

(ii) Statement of Charges. The Issuer shall furnish IEUA with a written statement of the estimated Fixed Project Costs for the next succeeding Issuer Fiscal Year on or prior to June 1 of the prior Issuer Fiscal Year. Such written statements shall take into account applicable credits received by the Issuer and estimated investment earnings on moneys related to the Project held by the Issuer.

(iii) Contest of Accuracy of Charges. If IEUA questions or disputes the correctness of any billing statement by the Issuer, it shall pay the Issuer the amount claimed when due and shall, within thirty (30) days of the completion and delivery of the Issuer's annual audit, request an explanation from the Issuer. If the bill is determined to be incorrect, the Issuer will adjust the bill to IEUA in the next Issuer Fiscal Year, including an adjustment equal to the interest actually earned by the Issuer on its general reserves during such period. If the Issuer and IEUA fail to agree on the correctness of a bill within thirty (30) days after IEUA has requested an explanation, the parties shall promptly submit the dispute to arbitration under Section 1280 et seq. of the Code of Civil Procedure.

Section 2.05. Annual Capital Budget and Billing Statement. The Issuer will prepare and approve a capital budget for the period from the date of this Financing Agreement through June 30, 2016 on or prior to execution and delivery of this Financing Agreement. Such initial capital budget shall include all Fixed Project Costs. Thereafter, the Issuer will prepare a preliminary annual capital budget for each applicable Issuer Fiscal Year for credits, costs and expenses relating to the Project. The Issuer shall submit a draft of such budget to IEUA on or prior to each April 1 for review and comment. Issuer staff shall use its best efforts to resolve any questions or concerns of IEUA during such review. The Board of Directors of the Issuer will adopt a final annual capital budget for the applicable Issuer Fiscal Year on or before June 1 of each Issuer Fiscal Year. The Issuer shall supply a copy of said final annual capital budget to IEUA on or before June 15 of each Issuer Fiscal Year. Any amendment to the capital budget shall be submitted to IEUA for review and comment at least 30 days prior to action thereon by the Issuer Board of Directors.

Section 2.06. Obligation in the Event of Default.

(a) Written Demand. Upon failure of IEUA to (i) make any payment in full when due under this Financing Agreement or (ii) to perform any other obligation hereunder, the Issuer shall make written demand upon IEUA. If a failure described in clause (i) above is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. If a failure described in clause (ii) cannot be remedied within thirty (30) days from the date of such demand but IEUA commences remedial action within such thirty (30) day period, such failure shall not constitute a default hereunder. Notice of any such demand shall be provided to IEUA by the Issuer. Upon failure of the Issuer to perform any obligation of the Issuer hereunder, IEUA shall make written demand upon the Issuer, and if said failure is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to IEUA.

In addition to any default resulting from breach by the Issuer or IEUA of any agreement, condition, covenant or term hereof, if the Issuer or IEUA shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Issuer or IEUA asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Issuer or IEUA shall make a general or any assignment for the benefit

of its creditors, then in each and every such case the Issuer or IEUA, as the case may be, shall be deemed to be in default hereunder.

(b) Termination of Agreement; Continuing Obligations. Upon the failure of IEUA to make any payment which failure constitutes a default under this Financing Agreement and causes the Issuer to be in default under any Bond Resolution or related agreement, the Issuer may (in addition to the remedy provided by subsection (a) of this Section) give notice of termination of the provisions of this Financing Agreement insofar as the same entitle IEUA to use the Project which notice shall be effective within 30 days thereof unless such termination shall be enjoined, stayed or otherwise delayed by judicial action. Irrespective of such termination, IEUA shall remain liable to the Issuer to pay the full amount of costs hereunder.

(c) Enforcement of Remedies. In addition to the remedies set forth in this Section, upon the occurrence of an Event of Default as defined herein, the Issuer or IEUA, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Financing Agreement by such appropriate judicial proceeding as such party shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Financing Agreement or by law. The provisions of this Financing Agreement and the duties of each party hereof, their respective boards, officers or employees shall be enforceable by the other party hereto by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, with the losing party paying all costs and attorney fees.

(d) Trustee is Third Party Beneficiary. Any Trustee for Issuer Bonds shall have the right, as a third party beneficiary, to initiate and maintain suit to enforce this Financing Agreement to the extent provided in any Bond Resolution.

ARTICLE III

COVENANTS OF IEUA

Section 3.01. Compliance with Financing Agreement. IEUA will punctually pay the Fixed Project Costs in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Financing Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Issuer to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Issuer or any force majeure, including Acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

Section 3.02. Protection of Security and Rights of the Issuer and the Trustee. IEUA will preserve and protect the security hereof and the rights of the Issuer and the Trustee to the payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 3.03. Further Assurances. IEUA will adopt, deliver, execute and make any and all further assurances, instruments and resolutions and provide legal opinions of IEUA general or special counsel as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Issuer of the rights and benefits provided to it herein.

Section 3.04. Amount of Rates and Charges. To the fullest extent permitted by law, IEUA shall fix, prescribe and collect rates and charges for recycled water service which, along with other Pledged Revenues, will be at least sufficient to yield during each Fiscal Year an amount equal to debt service on all Authority Bonds for such Fiscal Year. IEUA may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the revenues resulting from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

Section 3.05. Additional Contracts and Bonds. IEUA may at any time issue or incur any Subordinate Obligation; provided the estimated Pledged Revenues available to pay Fixed Project Costs for the then current Fiscal Year and each subsequent Fiscal Year, as evidenced by a certificate of the General Manager of IEUA, shall equal a sum equal to at least the Fixed Project Costs due hereunder for such Fiscal Years.

Section 3.06. Maintenance of Tax Exempt Status of Authority Bonds. Notwithstanding any other provision of this Financing Agreement, IEUA shall not take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the Authority Bonds being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such Authority Bond as a “private activity bond” within the meaning of Section 141 of said Code or for any other reason.

ARTICLE IV

COVENANTS OF THE ISSUER

Section 4.01. Accounting Records and Financial Statements.

(a) The Issuer will keep appropriate accounting records in which complete and correct entries shall be made of all Issuer transactions relating to the Project, which records shall be available for inspection, copying and audit by IEUA and its accountants, attorneys and agents at reasonable hours and under reasonable conditions.

(b) The Issuer will prepare annually within two hundred ten (210) days after the close of each Issuer Fiscal Year (commencing with the Issuer Fiscal Year ending June 30, 2016) financial statements of the Issuer for the preceding Issuer Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereof. The Issuer will promptly furnish a copy of such report to IEUA and to the Trustee.

Section 4.02. Compliance with Law. The Issuer shall comply with all local, state and federal laws applicable to the Project.

Section 4.03. Use of Funds for Project. The Authority shall not allow the portion of the proceeds of Authority Bonds allocated to the Project to be used for any purpose other than to pay for costs associated with financing or refinancing the Project.

ARTICLE V

MISCELLANEOUS

Section 5.01. Liability of IEUA Limited to Pledged Revenues. Notwithstanding anything contained herein, IEUA shall not be required to advance any moneys derived from any source of income other than that portion of the Pledged Revenues ^Δfor the payment of the Financing Payments or for the performance of any agreements or covenants required to be performed by it contained herein.

The obligation of IEUA to make the payments due hereunder is a special obligation of IEUA payable solely from that portion of the Pledged Revenues, and does not constitute a debt of IEUA or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 5.02. Benefits of Financing Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuer, IEUA or the Trustee any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Issuer or IEUA or the Trustee shall be for the sole and exclusive benefit of the other parties.

Section 5.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the Issuer or IEUA or the Trustee is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuer or IEUA or the Trustee, and all agreements and covenants required hereby to be performed by or on behalf of the Issuer or IEUA or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.04. Waiver of Personal Liability. No member of the Board of Directors, officer or employee of IEUA shall be individually or personally liable for the payment of the Financing Payments, but nothing contained herein shall relieve any member of the Board of Directors, officer or employee of IEUA from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 5.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections,” “Exhibits” and other subdivisions or clauses are to the corresponding articles, sections, exhibits, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof” “hereto,” “herewith” and other words of similar import refer to the Financing Agreement as a whole and not to any particular article, section, exhibit, subdivision or clause hereof.

Section 5.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Issuer or IEUA shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions

thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Issuer and IEUA hereby declare that they would have executed the Financing Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 5.07. CALIFORNIA LAW. THIS FINANCING AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 5.08. Notices. All written notices to be given hereunder shall be given by mail, overnight courier or facsimile to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to IEUA:

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Attention: Chief Financial Officer
Facsimile: 909/993-1985

If to the Issuer:

Chino Basin Regional Financing Authority
6075 Kimball Avenue
Chino, CA 91708
Attention: Treasurer
Facsimile: 909/993-1985

Section 5.09. Effective Date. This Financing Agreement shall become effective upon its execution and delivery.

Section 5.10. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 5.11. Term. (a) Either party may terminate this Financing Agreement on any date on and prior to the date Authority Bonds are first issued by providing written notice of such termination to the other party 30 days prior to the effective date of such termination.

(b) ^{△△}The term of this Financing Agreement shall continue until the later of December 31, 20__ or the final maturity of Authority Bonds. The parties hereto agree to negotiate in good faith to amend this Financing Agreement on or prior to such date to extend the term hereof and to include terms and conditions as are mutually agreeable to the parties.

Section 5.12. Amendment. This Financing Agreement may only be otherwise amended, modified, changed or rescinded in writing by each of the parties hereto. The parties acknowledge that

the Authority currently expects to finance the Project from grants and a loan or other agreements from the State Water Resource Control Board or other department or agency of the State and will negotiate in good faith to amend this Financing Agreement to conform to the terms and conditions of such grants or loan. In the event that such grants and such loans or other agreements are not sufficient to fund all of the capital costs of the Project, the Authority shall use its best efforts to finance such remaining capital costs from the proceeds of Authority Bonds in a timely and cost-effective manner.

Section 5.13. Merger of Prior Agreements. This Financing Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. [Chris – Relevant?] This Financing Agreement is intended to implement, and should be interpreted consistent with, the Peace Agreement.]

Section 5.14. Time of the Essence. Time is of the essence in the performance of this Financing Agreement.

Section 5.15. Appointment of Agent. In order to facilitate the administration of this Financing Agreement, the Authority may appoint IEUA to act as its agent in carrying out the Authority's obligations under this Financing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and attested the Financing Agreement by their officers thereunto duly authorized as of the day and year first written above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
General Manager

CHINO BASIN REGIONAL FINANCING
AUTHORITY

By: _____
President of the Commission

EXHIBIT A

[Description of the Project]

[TO BE ADDED BY ^ΔIEUA]

EXHIBIT B

[ALLOCATION OF CAPITAL COSTS]

[TO COME FROM IEUA]

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Document 2 ID	PowerDocs://DOCSOC/1726619/2
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Format changed	0
Total changes	96

2015 FINANCING AGREEMENT
(JCSD Recycled Water Project)

by and between

△

JURUPA COMMUNITY SERVICES DISTRICT

and

CHINO BASIN REGIONAL FINANCING AUTHORITY

Dated as of December 1, 2015

△

△

△

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**2015 FINANCING AGREEMENT
(JCSD Recycled Water Project)**

This 2015 FINANCING AGREEMENT (JCSD Recycled Water Project) (the “Financing Agreement”), dated as of December 1, 2015, by and between the JURUPA COMMUNITY SERVICES DISTRICT, a community services district duly organized and existing under and by virtue of the laws of the State of California (“JCSD”), and CHINO BASIN REGIONAL FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Issuer”);

W I T N E S S E T H

WHEREAS, pursuant to Section 61100 of the Government Code of the State of California, JCSD desires to pay a portion of the costs of certain recycled water facilities as more particularly described in Exhibit A hereto (the “Project”); and

WHEREAS, the Issuer desires to assist JCSD in financing JCSD’s share of the cost of the acquisition and construction of the Project; and

WHEREAS, the Inland Empire Utilities Agency (“IEUA”) has provided for the financing of IEUA’s share of the Project pursuant to that certain 2015 Financing Agreement (JCSD Recycled Water Project) dated as of December 1, 2015 by and between IEUA and the Issuer (the “2015 Financing Agreement”); and

WHEREAS, in order to provide the funds for the design, acquisition and construction of the Project, the Issuer currently expects to enter into a loan or similar agreement with the State Water Resources Control Board or other department or agency of the State of California secured in part by the payments to be made by JCSD to the Issuer under this Financing Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of the Financing Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Financing Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the 2010 Installment Sale Agreements. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Bond Resolution. The term “Bond Resolutions” means the resolution or resolutions providing for the issuance of Issuer Bonds and the terms thereof, and any indenture, trust agreement, or similar loan agreement related thereto.

Debt Service. The term “Debt Service” means, as of the date of calculation and with respect to Issuer Bonds, an amount equal to the sum of (i) interest payable during such Issuer Fiscal Year on Issuer Bonds, except to the extent that such interest is to be paid from capitalized interest, (ii) that portion of principal of Issuer Bonds payable during such Issuer Fiscal Year, (iii) amounts necessary to replenish any reserve fund created pursuant to a Bond Resolution, and (iv) all letters of credit, remarketing and other financing costs payable on a periodic basis. Such interest, principal and financing costs for Issuer Bonds shall be calculated on the assumption that no Issuer Bonds outstanding at the date of calculation will cease to be outstanding except by reason of the payment of principal on the due date thereof;

provided further that, as to any such Issuer Bonds bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be one hundred ten percent (110%) of the greater of (a) the daily average interest rate on such Issuer Bonds during the twelve (12) calendar months preceding the date of calculation (or the portion of the then current Issuer Fiscal Year that such Issuer Bonds have borne interest) or (b) the most recent effective interest rate on such Issuer Bonds prior to the date of calculation; and

provided further that, as to any such Issuer Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Issuer Bonds or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Issuer Bonds for which such debt service reserve fund was established and in each preceding Issuer Fiscal Year until such amount is exhausted.

Fixed Project Costs. The term “Fixed Project Costs” means[△] the JCSD share of capital costs of the Project as set forth in Exhibit B hereto, including but not limited to (i) Debt Service, (ii) reserves for repair and replacement and improvement to the Project and (iii) reserves for payment of Debt Service.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by [△]JCSD, or the Issuer, as the case may be, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

[△]JCSD Share. The term “[△]JCSD Share” means the share of capital costs of the Project allocated to [△]JCSD as set forth in Exhibit B hereto.

Issuer. The term “Issuer” means the Chino Basin Regional Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California.

Issuer Bonds. The term “Issuer Bonds” means bonds, notes or other evidences of indebtedness issued by or on behalf of the Issuer to finance or refinance the Project, including but not limited to

loans or similar agreements from the State Water Resources Control Board or other department or agency of the State.

Issuer Fiscal Year. The term “Issuer Fiscal Year” means the twelve month period commencing on July 1 of each calendar year and ending on the following June 30 or such other twelve month period which may be designated by the Issuer as its fiscal year.

Joint Powers Agreement. The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement creating the Chino Basin Regional Financing Authority, as such agreement may be amended or supplemented from time to time.

△

[Chris – Is Peace Agreement relevant to this Project?] Peace Agreement. The term “Peace Agreement” means the Peace Agreement Chino Basin dated June 29, 2000 regarding the Chino Groundwater Basin.

Pledged Revenues. The term “Pledged Revenues” means △Net Revenues as defined in the 2010 Installment Sale Agreements.

Project. The term “Project” means certain △recycled water facilities [a description of which is attached as Exhibit A hereto.] The Issuer and △JCSD acknowledge that portions of the Project are currently being designed and that the definition of the Project may be revised from time-to-time without amendment to this Financing Agreement.

△

State. The term “State” means the State of California.

Trustee. The term “Trustee” means the entity or entities designated by the Issuer pursuant to any Bond Resolution to administer any funds or accounts required by such Bond Resolution or otherwise.

△

2010 Installment Sale Agreements. The term “2010 Installment Sale Agreements” means, collectively, the Installment Sale Agreements, each dated as of February 1, △

△2016, by and between JCSD and the Jurupa Public Facilities Corporation, as such agreements may be amended or supplemented from time[△] to[△] time.

△

Section 1.02. Terms Not Defined Herein. Unless the context otherwise requires, the terms not defined herein shall have the meanings set forth in △the 2010 Installment Sale Agreements.

ARTICLE II

FINANCING OF THE ΔPROJECT

Section 2.01. Purpose, Financing and Construction.

The purpose of this **Financing** Agreement is for the Authority to provide for the financing of the Fixed Project Costs of the Project. All other aspects of the Project, including the obtaining of all necessary authority and rights, consents and approvals, and the performance of all things necessary and convenient therefor, subject to compliance with all necessary federal and state laws, including but not limited to the California Environmental Quality Act (“CEQA”), and all other agreements relating thereto, shall be provided for by separate agreements.

Section 2.02. ΔRecycled Water Facilities.

Pursuant to the terms of this **Financing** Agreement, the Authority shall provide to ΔJCSD, and ΔJCSD shall utilize, the **components of the** Project Δidentified in Exhibit A hereto for recycled water purposes [~~Chris – true?~~ in accordance with the Judgement, Section 5.1 of the Peace Agreement and Program Element 2 of Exhibit B thereto.] Subject to ΔJCSD’s payment obligations hereunder, the Authority agrees to use its best efforts to finance **such components of** the Project pursuant to this **Financing** Agreement. ΔJCSD shall be responsible for the operation of the components of the Project so designated in Exhibit B hereto, including the payment of all operation and maintenance costs with respect to such components of the Project, and the Authority shall have no responsibility to pay any operation and maintenance costs with respect to such components of the Project. Title to **such components of** the Project shall be held by [the Authority or ΔJCSD.]

Section 2.03. No Authority Responsibility for ΔRecycled Water.

Neither the Authority nor any of its officers or agents shall be liable for the control, carriage, handling, use, disposal, or distribution of Δrecycled water; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such Δrecycled water and including attorneys fees and other costs of defense in connection therewith. ΔJCSD shall indemnify and hold harmless the Authority and its officers, agents, and employees from any such damages or claims of damages.

Section 2.04. Charges to ΔJCSD.

(a) **Establishment of Charges.** ΔThe Issuer shall fix charges to ΔJCSD under this Financing Agreement equal to the amounts anticipated to be needed by the Issuer to pay Fixed Project Costs.

(b) **Insufficiency of Funds.** ΔJCSD acknowledges that Fixed Project Costs will vary from time-to-time and within any Issuer Fiscal Year. If Fixed Project Costs collected by the Issuer in any Issuer Fiscal Year are insufficient to pay Fixed Costs of the Project in such Issuer Fiscal Year, the Issuer shall promptly notify ΔJCSD of such insufficiency and ΔJCSD shall pay to the Issuer an amount equal to such insufficiency. The obligation of ΔJCSD to pay Fixed Project Costs shall commence upon execution and delivery of this Financing Agreement.

(c) Source of Payments. All Pledged Revenues are hereby irrevocably pledged to the payment of Fixed Project Costs as provided herein and the Pledged Revenues shall not be used for any other purpose while any of the Fixed Project Costs remain unpaid; provided that out of the Pledged Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. Payments by ΔJCSD to the Issuer hereunder are obligations of ΔJCSD payable from Δ Pledged Revenues. Subject to Section 3.04 hereof, the obligation of ΔJCSD to use Pledged Revenues to make payments hereunder from Pledged Revenues and the pledge by ΔJCSD herewith is Δon a parity with the obligation Δof JCSD to make payments under the Δ2010 Installment Sale Agreements. JCSD shall make such payments Δin accordance with the provisions of this Financing Agreement and Δfrom the revenue fund created under the 2010 Installment Sale Agreements. Nothing herein shall be construed as prohibiting ΔJCSD from using any other funds and revenues for purposes of satisfying any provisions of this Financing Agreement.

(d) Obligation Is Not Subject To Reduction. ΔJCSD shall make payments of Fixed Project Costs under this Financing Agreement whether or not the Project is completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction or curtailment of operation of the Project in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the Issuer under this Financing Agreement or any other agreement.

(e) Allocation of Costs and Expenses.

(i) Adjustments. The Issuer shall update the values and amounts of Fixed Project Costs on a quarterly basis, including year-to-date comparisons, in order that the costs and expenses to ΔJCSD may accurately reflect increases or decreases from Issuer Fiscal Year to Issuer Fiscal Year in Fixed Project Costs. In addition, each such determination shall include an adjustment to be paid or received by ΔJCSD for succeeding Issuer Fiscal Years which shall account for the differences, if any, between projections of Fixed Project Costs used by the Issuer in determining the amounts of said Fixed Project Costs for all preceding Issuer Fiscal Years and actual Fixed Project Costs incurred by the Issuer to ΔJCSD during such Issuer Fiscal Years.

(ii) Credits. Interest earnings on all amounts paid by ΔJCSD to the Issuer shall be credited to ΔJCSD through the budgeting process.

(f) Time and Method of Payment.

(i) Fixed Project Costs. ΔFor the Issuer Fiscal Year ending June 30, 2016, ΔJCSD shall pay to the Authority within 15 days of receiving an invoice in amount equal to the JSCD of the Fixed Project Costs as provided in the initial budget described in Section 2.02 hereof. Thereafter, ΔJCSD shall pay to the Issuer, on or before July 15 of each Issuer Fiscal Year, 100% of Δsuch Fixed Project Costs for such Issuer Fiscal Year.

(ii) Statement of Charges. The Issuer shall furnish ΔJCSD with a written statement of the estimated Fixed Project Costs for the next succeeding Issuer Fiscal Year on or prior to June 1 of the prior Issuer Fiscal Year. Such written statements shall take into account applicable credits received by the Issuer and estimated investment earnings on moneys related to the Project held by the Issuer.

(iii) Contest of Accuracy of Charges. If ΔJCSD questions or disputes the correctness of any billing statement by the Issuer, it shall pay the Issuer the amount claimed when due and shall, within thirty (30) days of the completion and delivery of the Issuer's annual audit, request an explanation from the Issuer. If the bill is determined to be incorrect, the Issuer will adjust the bill to ΔJCSD in the next Issuer Fiscal Year, including an adjustment equal to the interest actually earned by the Issuer on its general reserves during such period. If the Issuer and ΔJCSD fail to agree on the correctness of a bill within thirty (30) days after ΔJCSD has requested an explanation, the parties shall promptly submit the dispute to arbitration under Section 1280 et seq. of the Code of Civil Procedure.

Section 2.05. Annual Capital Budget and Billing Statement. The Issuer will prepare and approve a capital budget for the period from the date of this Financing Agreement through June 30, 2016 on or prior to execution and delivery of this Financing Agreement. Such initial capital budget shall include all Fixed Project Costs. Thereafter, the Issuer will prepare a preliminary annual capital budget for each applicable Issuer Fiscal Year for credits, costs and expenses relating to the Project. The Issuer shall submit a draft of such budget to ΔJCSD on or prior to each April 1 for review and comment. Issuer staff shall use its best efforts to resolve any questions or concerns of ΔJCSD during such review. The Board of Directors of the Issuer will adopt a final annual capital budget for the applicable Issuer Fiscal Year on or before June 1 of each Issuer Fiscal Year. The Issuer shall supply a copy of said final annual capital budget to ΔJCSD on or before June 15 of each Issuer Fiscal Year. Any amendment to the capital budget shall be submitted to ΔJCSD for review and comment at least 30 days prior to action thereon by the Issuer Board of Directors.

Section 2.06. Obligation in the Event of Default.

(a) Written Demand. Upon failure of ΔJCSD to (i) make any payment in full when due under this Financing Agreement or (ii) to perform any other obligation hereunder, the Issuer shall make written demand upon ΔJCSD. If a failure described in clause (i) above is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. If a failure described in clause (ii) cannot be remedied within thirty (30) days from the date of such demand but ΔJCSD commences remedial action within such thirty (30) day period, such failure shall not constitute a default hereunder. Notice of any such demand shall be provided to ΔJCSD by the Issuer. Upon failure of the Issuer to perform any obligation of the Issuer hereunder, ΔJCSD shall make written demand upon the Issuer, and if said failure is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to ΔJCSD.

In addition to any default resulting from breach by the Issuer or ΔJCSD of any agreement, condition, covenant or term hereof, if the Issuer or ΔJCSD shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Issuer or ΔJCSD asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Issuer or ΔJCSD shall make a general or any assignment

for the benefit of its creditors, then in each and every such case the Issuer or ΔJCSD, as the case may be, shall be deemed to be in default hereunder.

(b) Termination of Agreement; Continuing Obligations. Upon the failure of ΔJCSD to make any payment which failure constitutes a default under this Financing Agreement and causes the Issuer to be in default under any Bond Resolution or related agreement, the Issuer may (in addition to the remedy provided by subsection (a) of this Section) give notice of termination of the provisions of this Financing Agreement insofar as the same entitle ΔJCSD to use the Project which notice shall be effective within 30 days thereof unless such termination shall be enjoined, stayed or otherwise delayed by judicial action. Irrespective of such termination, ΔJCSD shall remain liable to the Issuer to pay the full amount of costs hereunder.

(c) Enforcement of Remedies. In addition to the remedies set forth in this Section, upon the occurrence of an Event of Default as defined herein, the Issuer or ΔJCSD, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Financing Agreement by such appropriate judicial proceeding as such party shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Financing Agreement or by law. The provisions of this Financing Agreement and the duties of each party hereof, their respective boards, officers or employees shall be enforceable by the other party hereto by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, with the losing party paying all costs and attorney fees.

(d) Trustee is Third Party Beneficiary. Any Trustee for Issuer Bonds shall have the right, as a third party beneficiary, to initiate and maintain suit to enforce this Financing Agreement to the extent provided in any Bond Resolution.

ARTICLE III

COVENANTS OF ΔJCSD

Section 3.01. Compliance with Financing Agreement. ΔJCSD will punctually pay the Fixed Project Costs in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Financing Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project^Δ, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Issuer to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Issuer or any force majeure, including Acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

Section 3.02. Protection of Security and Rights of the Issuer and the Trustee. ΔJCSD will preserve and protect the security hereof and the rights of the Issuer and the Trustee to the payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 3.03. Further Assurances. △JCS D will adopt, deliver, execute and make any and all further assurances, instruments and resolutions and provide legal opinions of △JCS D general or special counsel as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Issuer of the rights and benefits provided to it herein.

Section 3.04. Amount of Rates and Charges. To the fullest extent permitted by law, △JCS D shall fix, prescribe and collect rates and charges △for recycled water service which, along with Pledged Revenues, will be at least sufficient to yield during each Fiscal Year an amount equal to debt service on all Parity △Debt (as such term is defined in the 2010 Installment Sale Agreements) for such Fiscal Year. △JCS D may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the revenues resulting from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

△△

Section 3.05. Maintenance of Tax Exempt Status of Authority Bonds. Notwithstanding any other provision of this Financing Agreement, △JCS D shall not take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the Authority Bonds being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such Authority Bond as a “private activity bond” within the meaning of Section 141 of said Code or for any other reason.

ARTICLE IV

COVENANTS OF THE ISSUER

Section 4.01. Accounting Records and Financial Statements.

(a) The Issuer will keep appropriate accounting records in which complete and correct entries shall be made of all Issuer transactions relating to the Project, which records shall be available for inspection, copying and audit by △JCS D and its accountants, attorneys and agents at reasonable hours and under reasonable conditions.

(b) The Issuer will prepare annually within two hundred ten (210) days after the close of each Issuer Fiscal Year (commencing with the Issuer Fiscal Year ending June 30, 2016) financial statements of the Issuer for the preceding Issuer Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereof. The Issuer will promptly furnish a copy of such report to △JCS D and to the Trustee.

Section 4.02. Compliance with Law. The Issuer shall comply with all local, state and federal laws applicable to the Project.

Section 4.03. Use of Funds for Project. The Authority shall not allow the portion of the proceeds of Authority Bonds allocated to the Project to be used for any purpose other than to pay for costs associated with financing or refinancing the Project.

ARTICLE V

MISCELLANEOUS

Section 5.01. Liability of ΔJCSD Limited to Pledged Revenues. Notwithstanding anything contained herein, ΔJCSD shall not be required to advance any moneys derived from any source of income other than that ΔPledged Revenues for the payment of the Financing Payments or for the performance of any agreements or covenants required to be performed by it contained herein.

The obligation of ΔJCSD to make the payments due hereunder is a special obligation of ΔJCSD payable solely from that portion of the Pledged Revenues, and does not constitute a debt of ΔJCSD or of the State of California or of any political subdivision thereof Δin contravention of any constitutional or statutory debt limitation or restriction.

Section 5.02. Benefits of Financing Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuer, ΔJCSD or the Trustee any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Issuer or ΔJCSD or the Trustee shall be for the sole and exclusive benefit of the other parties.

Section 5.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the Issuer or ΔJCSD or the Trustee is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuer or ΔJCSD or the Trustee, and all agreements and covenants required hereby to be performed by or on behalf of the Issuer or ΔJCSD or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.04. Waiver of Personal Liability. No member of the Board of Directors, officer or employee of ΔJCSD shall be individually or personally liable for the payment of the Financing Payments, but nothing contained herein shall relieve any member of the Board of Directors, officer or employee of ΔJCSD from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 5.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections,” “Exhibits” and other subdivisions or clauses are to the corresponding articles, sections, exhibits, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof” “hereto,” “herewith” and other words of similar import refer to the ΔFinancing Agreement as a whole and not to any particular article, section, exhibit, subdivision or clause hereof.

Section 5.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Issuer or ΔJCSD shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Issuer and ΔJCSD hereby declare that they would have executed the Financing Agreement, and each and every other article, section, paragraph, subdivision. sentence, clause and phrase hereof irrespective of the fact that

any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 5.07. CALIFORNIA LAW. THIS ^ΔFINANCING AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 5.08. Notices. All written notices to be given hereunder shall be given by mail, overnight courier or facsimile to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to ^ΔJCSD:

Δ

Δ

Jurupa Community Service District

11201 Harrel Street

ΔJurupa Valley, CA 91752

Attention: Δ_____

Facsimile: Δ_____

If to the Issuer:

Chino Basin Regional Financing Authority

6075 Kimball Avenue

Chino, CA 91708

Attention: Treasurer

Facsimile: 909/993-1985

Section 5.09. Effective Date. This Financing Agreement shall become effective upon its execution and delivery.

Section 5.10. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 5.11. Term. (a) No provision of this Financing Agreement shall take effect until (i) this Financing Agreement has been duly executed and delivered by JCSD to the Authority together with an opinion of Best Best & Krieger LLP, General Counsel to JCSD, in substantially the form attached hereto as Exhibit C, and (ii) this Financing Agreement has been duly executed and delivered by the Authority to JCSD with an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel to the Authority, in substantially the form attached hereto as Exhibit D.

(b) Either party may terminate this Financing Agreement on any date on and prior to the date Authority Bonds are first issued by providing written notice of such termination to the other party 30 days prior to the effective date of such termination.

(c) The term of this **Financing** Agreement shall continue until the later of December 31, 20__ or the final maturity of Authority Bonds. The parties hereto agree to negotiate in good faith to amend this **Financing** Agreement on or prior to such date to extend the term hereof and to include terms and conditions as are mutually agreeable to the parties.

Section 5.12. Amendment. This **Financing** Agreement may only be otherwise amended, modified, changed or rescinded in writing by each of the parties hereto. The parties acknowledge that the Authority currently expects to finance the Project from grants and a loan or other agreements from the State Water Resource Control Board or other department or agency of the State and will negotiate in good faith to amend this **Financing** Agreement to conform to the terms and conditions of such grants or loan. **In the event that such grants and such loans or other agreements are not sufficient to fund all of the capital costs of the Project, the Authority shall use its best efforts to finance such remaining capital costs from the proceeds of Authority Bonds in a timely and cost-effective manner.**

Section 5.13. Merger of Prior Agreements. This **Financing** Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. **[Chris – Relevant? This Financing Agreement is intended to implement, and should be interpreted consistent with, the Peace Agreement.]**

Section 5.14. Time of the Essence. Time is of the essence in the performance of this **Financing** Agreement.

Section 5.15. Appointment of Agent. In order to facilitate the administration of this Financing Agreement, the Authority may appoint IEUA to act as its agent in carrying out the Authority's obligations under this Financing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and attested the Financing Agreement by their officers thereunto duly authorized as of the day and year first written above.

△

JURUPA COMMUNITY SERVICES DISTRICT

By: _____

△

President

CHINO BASIN REGIONAL FINANCING
AUTHORITY

By: _____

President of the Commission

EXHIBIT A

[Description of the Project]

[TO BE ADDED BY ^ΔIEUA]

EXHIBIT B

[ALLOCATION OF CAPITAL COSTS]

[TO COME FROM IEUA]

EXHIBIT C

[This opinion shall be delivered upon execution of the Financing Agreement]

December __, 2015

Chino Basin Regional Financing Authority
c/o Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

Ladies and Gentlemen:

We are acting as general counsel to the Jurupa Community Services District (“JCSD”) in connection with the execution and delivery of the 2015 Financing Agreement (JCSD Recycled Water Project), dated as of December 1, 2015 (the “Agreement”), between the Chino Basin Regional Financing Authority (the “Authority”) and JCSD. As such counsel we have examined and are familiar with (i) documents relating to the existence, organization and operation of JCSD provided to us by JCSD, (ii) certifications by officers of JCSD, (iii) all necessary documentation of JCSD relating to the authorization, execution and delivery of the Agreement, and (iv) an executed counterpart of the Agreement. Terms used herein and not otherwise defined have the respective meanings set forth in the Agreement.

Based upon the foregoing and such examination of law and such other information, papers and documents as we deem necessary or advisable to enable us to render this opinion, including the Constitution and laws of the State of California, together with the resolutions, ordinances and public proceedings of JCSD, we are of the opinion that:

1. JCSD is a community services district, duly created, organized and existing under the laws of the State of California and duly qualified to undertake recycled water projects.

2. JCSD has legal right, power and authority to enter into the Agreement and to carry out and consummate all transactions reasonably contemplated thereby, and JCSD has complied with the provisions of applicable law relating to such transactions.

3. The Agreement has been duly authorized, executed and delivered by JCSD, is in full force and effect as to JCSD in accordance with its terms and, subject to the qualifications set forth in the second to the last paragraph hereof, and assuming that the Authority has all requisite power and authority, and has taken all necessary action, to authorize, execute and deliver such Agreement, the Agreement constitutes the valid and binding obligation of JCSD .

4. The obligations of JCSD to make payments under the Agreement as a general obligation of JCSD as provided in Section 5 of the Agreement is a valid, legal and binding obligation of JCSD enforceable in accordance with its terms.

5. No approval, consent or authorization of any governmental or public agency, authority or person is required for the execution and delivery by JCSD of the Agreement.

6. The authorization, execution and delivery of the Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of JCSD, any commitment, agreement or other instrument to which JCSD is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which JCSD (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State of California relating to JCSD and its affairs.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to our knowledge, threatened against or affecting JCSD or any entity affiliated with JCSD or any of its officers in their respective capacities as such, which questions the powers of JCSD referred to in paragraph 2 above or the validity of the proceedings taken by JCSD in connection with the authorization, execution or delivery of the Agreement, or wherein any unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Agreement, or which would adversely affect the validity or enforceability of the Agreement.

The opinion expressed in paragraphs 3 and 4 above are qualified to the extent that the enforceability of the Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other laws affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein.

This opinion is rendered only with respect to the laws of the State of California and the United States of America and is addressed only to the Chino Basin Regional Financing Authority and JCSD. No other person is entitled to rely on this opinion, nor may you rely on it in connection with any transactions other than those described herein.

Very truly yours,

EXHIBIT D

[This opinion shall be delivered upon execution of the Financing Agreement]

December __, 2015

Chino Basin Regional Financing Authority
c/o Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752

Ladies and Gentlemen:

We are acting as special counsel to the Chino Basin Regional Financing Authority (the “Authority”) in connection with the execution and delivery of the 2015 Financing Agreement (JCSD Recycled Water Project), dated as of December 1, 2015 (the “Agreement”), between the Authority and the Jurupa Community Services District (“JCSD”). As special counsel we have examined and are familiar with (i) documents relating to the existence, organization and operation of the Authority provided to us by the Authority, (ii) certifications by officers of the Authority, (iii) all necessary documentation of the Authority relating to the authorization, execution and delivery of the Agreement, and (iv) an executed counterpart of the Agreement. Terms used herein and not otherwise defined have the respective meanings set forth in the Agreement.

Based upon the foregoing and such examination of law and such other information, papers and documents as we deem necessary or advisable to enable us to render this opinion, including the Constitution and laws of the State of California, together with the resolutions, ordinances and public proceedings of the Authority, we are of the opinion that:

1. The Authority is a joint exercise of powers agency duly created, organized and existing under the laws of the State of California.

2. The Authority has legal right, power and authority to enter into the Agreement and to carry out and consummate all transactions reasonably contemplated thereby, and the Authority has complied with the provisions of applicable law relating to such transactions.

3. The Agreement has been duly authorized, executed and delivered by the Authority, is in full force and effect as to the Authority in accordance with its terms and, subject to the qualifications set forth in the second to the last paragraph hereof, and assuming that JCSD has all requisite power and authority, and has taken all necessary action, to authorize, execute and deliver such Agreement, the Agreement constitutes the valid and binding obligation of the Authority.

4. No approval, consent or authorization of any governmental or public agency, authority or person is required for the execution and delivery by the Authority of the Agreement.

5. The authorization, execution and delivery of the Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Authority, any commitment, agreement or other instrument to which the Authority is a party or by which it or its property is bound or affected, or, to the best of our knowledge, any ruling, regulation, ordinance, judgment, order or decree to which the Authority (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State of California relating to the Authority and its affairs.

6. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before any court, public board or body, pending or, to our knowledge, threatened against or affecting the Authority or any of its officers in their respective capacities as such, which questions the powers of the Authority referred to in paragraph 2 above or the validity of the proceedings taken by the Authority in connection with the authorization, execution or delivery of the Agreement, or wherein any unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Agreement, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

The opinion expressed in paragraph 3 above is qualified to the extent that the enforceability of the Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other laws affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public agencies in the State of California and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein.

This opinion is rendered only with respect to the laws of the State of California and the United States of America and is addressed only to the Authority and JCSD. No other person is entitled to rely on this opinion, nor may you rely on it in connection with any transactions other than those described herein.

Respectfully submitted,

Document comparison by Workshare Compare on Wednesday, October 21, 2015
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Input:	
Document 1 ID	PowerDocs://DOCSOC/1726536/1
Description	DOCSOC-#1726536-v1-JCSD_Financing_Agreement
Document 2 ID	PowerDocs://DOCSOC/1726536/2
Description	DOCSOC-#1726536-v2-JCSD_Financing_Agreement
Rendering set	SYCR 2

Legend:	
<u>Insertion</u>	
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Moved from	
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Style change	
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Padding cell	

Statistics:	
	Count
Insertions	240
Deletions	189
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	429

**ACTION
ITEM**

11

Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Jason Gu
Grants Officer

Subject: Adoption of Resolution No. 2015-11-5, for the Habitat Conservation Fund (HCF)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2015-11-5, approving the application for grant funds from the HCF Program, under the California Wildlife Protection Act of 1990; and
2. Authorize the General Manager or in his absence, his designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, and amendments, which may be necessary for the completion of the project.

BACKGROUND

The HCF Program allocates approximately \$2 million per year to the California Department of Parks and Recreation to provide grants to local entities to protect fish, wildlife, and native plant resources; to acquire or develop wildlife corridors and trails; and to provide for wildlife area activities and other programs, which bring urban residents into park and wildlife areas.

On October 1, 2015, IEUA submitted an application to the Department of Parks and Recreation requesting \$67,500 in HCF grant funding. As part of the grant application, the Agency has proposed a free Wetlands Event and Education Program (Program) that will be hosted at the Chino Creek Wetlands and Educational Park known as Wetlands Quest Education Program

(Quest). In addition, a busing scholarship will also be offered. This educational program would focus on junior high and high school age students.

The Quest is designed to meet the growing need of integrating middle/high school age students with the natural environment by using the wetlands to create hands-on learning experiences. The Busing Sponsorship will give low-income neighborhood schools/organizations, which are unable to afford busing, the opportunity to experience the Quest. The funding will be used towards planning and operating the Quest field trip program and busing scholarship program.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The Quest will be budgeted in FY 2016/2017, under the External Affairs department cost center of 10200-113100-100000, with various general ledger (G/L) account assignments. As summarized in the table below, if approved and the grant is awarded, IEUA would be required to provide \$57,375 for match share for the program. The Inland Empire Regional Composting Authority (IERCA) and Association of Compost Producers (ACP) have committed a combined amount of \$10,125 towards the Program. The total combined project budget will be \$135,000.

CONTRIBUTING ENTITY	AMOUNT
DPR Grant Funding	\$ 67,500
IEUA Match Share Requirement	\$ 57,375
IERCA/ACP Contribution	\$ 10,125
Total	\$ 135,000

RESOLUTION NO. 2015-11-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY* (IEUA), SAN
BERNARDINO COUNTY, CALIFORNIA, APPROVING
THE APPLICATION FOR GRANT FUNDS FROM THE
HABITAT CONSERVATION FUND PROGRAM**

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Inland Empire Utilities Agency hereby:

1. Approves the filing of an application for the Habitat Conservation Fund Program;
2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project;
3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s);
4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide;
5. Delegates the authority to (designated position) to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED and **ADOPTED** this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

**ACTION
ITEM**

1J

Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Jason Gu
Grants Officer

Subject: Adoption of Resolution Nos. 2015-11-6 and 7 for the Regional Plant Nos. 1 and 5 Preliminary Design Report (PDR) Project

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2015-11-6, authorizing the General Manager to sign and file the application and agreement with the State Water Resources Control Board (SWRCB) for funding of the Regional Plant No. 1 (RP-1) and Regional Plant No. 5 (RP-5) Expansion PDR Project (Project); and,
2. Adopt Resolution No. 2015-11-7, dedicating net revenues for the repayment of State Revolving Fund (SRF) loan from the SWRCB for the Project.

BACKGROUND

The project will create the PDR for the RP-1 Liquids Treatment Expansion, RP-1 Solids Treatment Expansion, RP-5 Liquids Treatment Expansion, and the RP-5 Solids Treatment Facility. The PDR will consist of three separate volumes, which include: RP-1 Liquids & Solids Treatment Expansion, RP-5 Liquids Treatment Expansion, and RP-5 Solids Treatment Facility. The project will determine the necessary size of the required treatment capacity expansions at RP-1 and RP-5, provide the schedule for completion of design and construction at each facility, and provide the project costs (design, construction, internal labor, & contingency). The project is currently in the project development phase with the preliminary design scheduled to begin in

Adoption of Resolution Nos. 2015-11-6 and 7 for the Preliminary Design Report Project
November 18, 2015
Page 2 of 2

January 2016. The preliminary design is scheduled to be completed within 12 months with completion in January 2017.

The SWRCB administers a program for planning or design funding through the Clean Water State Revolving Fund (CWSRF) Program.

IEUA staff is requesting approval to file an application for CWSRF planning and design program funds for the Project. The application will include the preparation of the Preliminary Design Report for the RP-1 and RP-5 Expansion Project.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The RP-1 and RP-5 Expansion Preliminary Design Report Project currently has a total project budget of \$3,000,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP). The application would request \$3,000,000 CWSRF funding. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan and total project budget.

Attachments:

Resolution No. 2015-11-6

Resolution No. 2015-11-7

RESOLUTION NO. 2015-11-6

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE REGIONAL PLANT NO. 1 AND REGIONAL PLANT NO. 5 EXPANSION PRELIMINARY DESIGN REPORT PROJECT

BE IT RESOLVED, by the Board of Directors of the Inland Empire Utilities Agency (IEUA) that the General Manager or in his absence, his designees are hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency (IEUA), a Financial Assistance Application for a financing agreements from the State Water Resources Control Board for the Regional Plant No. 1 and Regional Plant No. 5 Expansion Preliminary Design Report Project;

BE IT RESOLVED, that the IEUA hereby agrees and further does authorize the General Manager or in his absence, his designees to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto,

BE IT FURTHER RESOLVED, that the General Manager or in his absence his designees is authorized to represent the IEUA in carrying out the IEUA's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the IEUA and compliance with applicable state and federal laws.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2015-11-6 was adopted at a regular
meeting on November 18, 2015, of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(Seal)

*A Municipal Water District

RESOLUTION NO. 2015-11-7

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (IEUA), SAN BERNARDINO COUNTY, CALIFORNIA, DEDICATING CERTAIN REVENUES FOR THE REPAYMENT OF STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE REGIONAL PLANT NO. 1 AND REGIONAL PLANT NO. 5 EXPANSION PRELIMINARY DESIGN REPORT PROJECT

WHEREAS, The State Water Resources Control Board (SWRCB) offers funding to assist local agencies with the design and construction of Wastewater Treatment and Recycled water distribution facilities;

WHEREAS, The Board of Directors of the Inland Empire Utilities Agency has authorized the General Manager or his designees to apply for and execute the State Revolving Fund (SRF) loan and grant contracts with the SWRCB;

WHEREAS, IEUA has applied for SRF loan from SWRCB for the Regional Plant No. 1 and Regional Plant No. 5 Expansion Preliminary Design Report Project; and

WHEREAS, the SWRCB's SRF loan program requires each recipient to establish one or more dedicated sources of revenue for repayment of the SRF loan.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors, that IEUA hereby dedicates and pledges net revenues from enterprise funds to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the Regional Plant No. 1 and Regional Plant No. 5 Expansion Preliminary Design Report Project; CWSRF Project No. (the State will provide). The IEUA commits to collecting such revenues and maintaining such funds(s) throughout the term of such financing and until the IEUA has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreements are outstanding, the IEUA's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreements are outstanding, the IEUA commits to maintaining the funds and revenues at levels sufficient to meet its obligations under the financing agreements.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

**ACTION
ITEM**

1K



Date: November 18, 2015

To: The Honorable Board of Directors

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

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Jason Gu
Grants Officer

Subject: Adoption of Resolution Nos. 2015-11-8 through 10 for the Recycled Water Intertie Project

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2015-11-8, authorizing the General Manager to sign and file application and agreement with the State Water Resources Control Board (SWRCB), for the design and construction of the City of Pomona (Pomona), Monte Vista Water District (MVWD), and Inland Empire Utilities Agency (IEUA) Recycled Water Intertie Project (Project);
2. Adopt Resolution No. 2015-11-9, dedicating net revenues for the repayment of State Revolving Fund (SRF) loan from the SWRCB for the Project;
3. Adopt Resolution No. 2015-11-10, establishing its intention to apply for and be reimbursed for expenditures related to the construction of the Project; and
4. Authorize the General Manager to negotiate an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows IEUA to become the lead agency to apply for the SRF Loan/Grant on behalf of the CBRFA for the Project, and authorizes IEUA to pay CBRFA its portion of the project's match share and debt that is incurred by CBRFA as the recipient of the SRF loan and grant.

BACKGROUND

In April 2015, the SWRCB announced the Proposition 1 (Prop 1) grant funding opportunity for Water Recycling projects, which will provide 35% in Prop 1 grant funds up to a maximum of \$15,000,000 for each project in addition to a 1% interest, 30 year SRF loan.

IEUA filed a pre-application for the Project in October 2015, on behalf of the CBRFA. The Project is a collaborative effort between the IEUA, Pomona, and MVWD. The application will include the construction of approximately 38,000 lineal feet (LF) of 12-inch pipeline, a booster station and a three million gallon per day (MGD) advanced treatment plant facility. The recycled water and groundwater will be transmitted from Pomona to the advanced water treatment facility. Treated water will be conveyed to IEUA's groundwater recharge basin to replenish the aquifer.

This Project will deliver 1,100 acre-feet per year (AFY) of recycled water to recharge groundwater basins, address land subsidence concerns, and provide a direct use irrigation source for industries in the region. This project demonstrates the integrated regional approach of recycled water supply optimization.

This Water Recycling Grant and SRF loan application for the Prop 1 funding is consistent with the Agency's Business Goal of increasing Water Supply Reliability by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

On September 16, 2015, the Board adopted Resolution No. 2015-09-11 to sign and file a grant application to the State Water Resources Control Board for the development of a Feasibility Study of a Recycled Water Interconnection with MVWD and Pomona.

On July 15, 2015, the Board approved an MOU with Pomona and MVWD to develop a feasibility study to refine the project scope, initiate planning activities and determine the long term costs and benefits for the region in developing an intertie project with the City and potential for utilizing non-reclaimable system brine for injection into the MZ1.

IMPACT ON BUDGET

The Project has a total estimated cost of \$51,896,000. The application would request \$51,896,000 in Clean Water SRF and Prop 1 grant funding. The Project (EN16060) currently has a total budget of \$10,000,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP).

Pending an agreement with all parties, the total project costs will be shared according to the benefits among IEUA, the Pomona and MVWD at about \$17.3 million each. Upon approval, by

Adoption of Resolution Nos. 2015-11-8 Through 10 Recycled Water Intertie Project
November 18, 2015
Page 3 of 3

SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan and total project budget.

Attachments:

Resolution No. 2015-11-8

Resolution No. 2015-11-9

Resolution No. 2015-11-10

Agreement with the CBRFA

RESOLUTION NO. 2015-11-8

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE ON BEHALF OF THE AGENCY AND THE CHINO BASIN REGIONAL FINANCING AUTHORITY, FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD, FOR THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENTS RELATED TO THE CITY OF POMONA, MONTE VISTA WATER DISTRICT AND INLAND EMPIRE UTILITIES AGENCY RECYCLED WATER INTERTIE PROJECT

BE IT RESOLVED, by the Board of Directors of the Inland Empire Utilities Agency (IEUA) that the General Manager or in his absence, his designee is hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency, a Financial Assistance Application for financing agreements from the State Water Resources Control Board for the planning, design and construction of all projects related to the City of Pomona, Monte Vista Water District and IEUA Recycled Water Intertie Project (the Project);

BE IT RESOLVED, that the Inland Empire Utilities Agency hereby agrees and further does authorize the General Manager or in his absence, his designees to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto; and

BE IT FURTHER RESOLVED, that the General Manager or in his absence his designees is authorized to represent the IEUA in carrying out the IEUA's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the IEUA and compliance with applicable state and federal laws.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution No. 2015-11-8 was adopted at a regular meeting on November 18, 2015 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(Seal)

*A Municipal Water District

RESOLUTION NO. 2015-11-9

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, DEDICATING CERTAIN REVENUES FOR THE REPAYMENT OF STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE CITY OF POMONA, MONTE VISTA WATER DISTRICT AND INLAND EMPIRE UTILITIES AGENCY RECYCLED WATER INTERTIE PROJECT

WHEREAS, The State Water Resources Control Board (SWRCB) offers funding to assist local agencies with the design and construction of Wastewater Treatment and Recycled water distribution facilities;

WHEREAS, The Board of Directors of the Chino Basin Regional Financing Authority (CBRFA) has authorized the General Manager or his designees to apply for and execute the State Revolving Fund (SRF) loan and grant contracts with the SWRCB;

WHEREAS, The Board of Directors of the Inland Empire Utilities Agency has authorized the General Manager or his designees to apply for and execute the State Revolving Fund (SRF) loan and grant contracts with the SWRCB through the CBRFA;

WHEREAS, IEUA has applied for SRF loan and grant from SWRCB for the City of Pomona, Monte Vista Water District and Inland Empire Utilities Agency Recycled Water Intertie Project (Project); and

WHEREAS, the SWRCB's SRF loan program requires each recipients to establish one or more dedicated sources of revenue for repayment of the SRF loan.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors, that the Inland Empire Utilities Agency (IEUA) hereby dedicates and pledges net revenues from ad valorem property taxes and all recycled water sale revenues received by IEUA in the recycled water fund to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the City of Pomona, Monte Vista Water District and Inland Empire Utilities Agency Recycled Water Intertie Project, CWSRF Project No. 817-110, as defined by the reimbursement agreement between IEUA and CBRFA.

The IEUA commits to collecting such revenues and maintaining such funds(s) throughout the term of such financing and until the IEUA has satisfied its repayment obligation thereunder, unless modification or change is approved in writing by the SWRCB. So long as the financing agreements are outstanding, the IEUA's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreements are outstanding, the IEUA commits to maintaining the funds and revenues at levels sufficient to meet its obligations under the financing agreements.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

RESOLUTION NO. 2015-11-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES RELATED TO THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENT RELATED TO THE CITY OF POMONA, MONTE VISTA WATER DISTRICT AND INLAND EMPIRE UTILITIES AGENCY RECYCLED WATER INTERTIE PROJECT

WHEREAS, the Inland Empire Utilities Agency (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys (Project Funds) provided by the State of California, acting by and through the State Water Resources Control Board (SWRCB); and

WHEREAS, the SWRCB may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations");

WHEREAS, prior to either the issuance of the Obligations or the approval by the SWRCB of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby **RESOLVE, ORDER AND DETERMINE AS FOLLOWS**:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the SWRCB of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$55,200,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

ADOPTED this 18th day of November, 2015.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

2015 FINANCING AGREEMENT
(Pomona Recycled Water Project)

by and between

INLAND EMPIRE UTILITIES AGENCY*

and

CHINO BASIN REGIONAL FINANCING AUTHORITY

Dated as of December 1, 2015

* *A Municipal Water District.*

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2015 [△]FINANCING AGREEMENT
(Pomona Recycled Water Project)

This 2015 FINANCING AGREEMENT (Pomona Recycled Water Project) (the “Financing Agreement”), dated as of December 1, 2015, by and between the INLAND EMPIRE UTILITIES AGENCY, a municipal water district duly organized and existing under and by virtue of the laws of the State of California (“IEUA”), and CHINO BASIN REGIONAL FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Issuer”);

W I T N E S S E T H

WHEREAS, pursuant to Section 71722 of the Water Code of the State of California, IEUA desires to pay a portion of the costs of certain [△]**recycled water** facilities as more particularly described in Exhibit A hereto (the “Project”); and

WHEREAS, the Issuer desires to assist IEUA in financing[△] the cost of the acquisition and construction of the Project[△]; and

WHEREAS, in order to provide the funds for the design, acquisition and construction of the Project, the Issuer currently expects to enter into a loan or similar agreement with the State Water Resources Control Board or other department or agency of the State of California secured in part by the payments to be made by IEUA to the Issuer under this Financing Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of the Financing Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Financing Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Master Resolution. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any opinion or report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Bond Resolution. The term “Bond Resolutions” means the resolution or resolutions providing for the issuance of Issuer Bonds and the terms thereof, and any indenture, trust agreement, or similar loan agreement related thereto.

Debt Service. The term “Debt Service” means, as of the date of calculation and with respect to Issuer Bonds, an amount equal to the sum of (i) interest payable during such Issuer Fiscal Year on Issuer Bonds, except to the extent that such interest is to be paid from capitalized interest, (ii) that portion of principal of Issuer Bonds payable during such Issuer Fiscal Year, (iii) amounts necessary to replenish any reserve fund created pursuant to a Bond Resolution, and (iv) all letters of credit, remarketing and other financing costs payable on a periodic basis. Such interest, principal and financing costs for Issuer Bonds shall be calculated on the assumption that no Issuer Bonds outstanding at the date of calculation will cease to be outstanding except by reason of the payment of principal on the due date thereof;

provided further that, as to any such Issuer Bonds bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be one hundred ten percent (110%) of the greater of (a) the daily average interest rate on such Issuer Bonds during the twelve (12) calendar months preceding the date of calculation (or the portion of the then current Issuer Fiscal Year that such Issuer Bonds have borne interest) or (b) the most recent effective interest rate on such Issuer Bonds prior to the date of calculation; and

provided further that, as to any such Issuer Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Issuer Bonds or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Issuer Bonds for which such debt service reserve fund was established and in each preceding Issuer Fiscal Year until such amount is exhausted.

Fixed Project Costs. The term “Fixed Project Costs” means, subject to Section 2.04(e), all capital costs of the Project as set forth in Exhibit B hereto, including but not limited to (i) Debt Service, (ii) reserves for repair and replacement and improvement to the Project and (iii) reserves for payment of Debt Service.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by IEUA, or the Issuer, as the case may be, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Issuer. The term “Issuer” means the Chino Basin Regional Financing Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California.

Issuer Bonds. The term “Issuer Bonds” means bonds, notes or other evidences of indebtedness issued by or on behalf of the Issuer to finance or refinance the Project, including but not limited to loans or similar agreements from the State Water Resources Control Board or other department or agency of the State.

Issuer Fiscal Year. The term “Issuer Fiscal Year” means the twelve month period commencing on July 1 of each calendar year and ending on the following June 30 or such other twelve month period which may be designated by the Issuer as its fiscal year.

Joint Powers Agreement. The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement creating the Chino Basin Regional Financing Authority, as such agreement may be amended or supplemented from time to time.

Master Resolution. The term “Master Resolution” means the Resolution of the Board of Directors of the Chino Basin Municipal Water District Providing for the Allocation of Sewer System Revenues and Establishing Covenants to Secure the Payment of Obligations Payable from Sewer Revenues, adopted by the Board of Directors of IEUA on March 30, 1994, as it is from time to time modified, amended or supplemented.

[Chris – Is Peace Agreement relevant to this Project?] Peace Agreement. The term “Peace Agreement” means the Peace Agreement Chino Basin dated June 29, 2000 regarding the Chino Groundwater Basin.

Pledged Revenues. The term “Pledged Revenues” means ad valorem property taxes received by IEUA pursuant to Section 97 *et seq.* of the Revenue and Taxation Code of the State of California, water connection fees received by IEUA and all recycled water sales revenues received by IEUA.

Project. The term “Project” means certain [△]recycled water facilities [a description of which is attached as Exhibit A hereto.] The Issuer and IEUA acknowledge that portions of the Project are currently being designed and that the definition of the Project may be revised from time-to-time without amendment to this Financing Agreement.

△

State. The term “State” means the State of California.

Trustee. The term “Trustee” means the entity or entities designated by the Issuer pursuant to any Bond Resolution to administer any funds or accounts required by such Bond Resolution or otherwise.

2002 Financing Agreement. The term “2002 Financing Agreement” means the 2002 Financing Agreement, dated as of June 1, 2002, by and between the Authority and IEUA as such 2002 Financing Agreement may be supplemental or amended from time-to-time as accordance therewith.

△

△

Section 1.02. Terms Not Defined Herein. Unless the context otherwise requires, the terms not defined herein shall have the meanings set forth in Section 1.01 of the Master Resolution.

ARTICLE II

FINANCING OF THE PROJECT

Section 2.01. Purpose, Financing and Construction.

The purpose of this Financing Agreement is for the Authority to provide for the financing of the Fixed Project Costs of the Project. All other aspects of the Project, including the obtaining of all

necessary authority and rights, consents and approvals, and the performance of all things necessary and convenient therefor, subject to compliance with all necessary federal and state laws, including but not limited to the California Environmental Quality Act (“CEQA”), and all other agreements relating thereto, shall be provided for by separate agreements.

Section 2.02. △Recycled Water Facilities.

Pursuant to the terms of this Financing Agreement, the Authority shall provide to IEUA, and IEUA shall utilize, the Project for △recycled water purposes [Chris – true?] in accordance with the Judgement, Section 5.1 of the Peace Agreement and Program Element 2 of Exhibit B thereto. Subject to IEUA’s payment obligations hereunder, the Authority agrees to use its best efforts to finance the Project pursuant to this Financing Agreement. IEUA shall be responsible for the operation of the components of the Project so designated in Exhibit B hereto, including the payment of all operation and maintenance costs with respect to such components of the Project, and the Authority shall have no responsibility to pay any operation and maintenance costs with respect to such components of the Project. Title to the Project shall be held by the Authority or IEUA.

Section 2.03. No Authority Responsibility for △Recycled Water.

Neither the Authority nor any of its officers or agents shall be liable for the control, carriage, handling, use, disposal, or distribution of △recycled water; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such △recycled water and including attorneys fees and other costs of defense in connection therewith. IEUA shall indemnify and hold harmless the Authority and its officers, agents, and employees from any such damages or claims of damages.

Section 2.04. Charges to IEUA.

(a) Establishment of Charges. Subject to Section 2.04(e)(ii), the Issuer shall fix charges to IEUA under this Financing Agreement equal to the amounts anticipated to be needed by the Issuer to pay Fixed Project Costs.

(b) Insufficiency of Funds. IEUA acknowledges that Fixed Project Costs will vary from time-to-time and within any Issuer Fiscal Year. If Fixed Project Costs collected by the Issuer in any Issuer Fiscal Year are insufficient to pay Fixed Costs of the Project in such Issuer Fiscal Year, the Issuer shall promptly notify IEUA of such insufficiency and IEUA shall pay to the Issuer an amount equal to such insufficiency. The obligation of IEUA to pay Fixed Project Costs shall commence upon execution and delivery of this Financing Agreement.

(c) Source of Payments. All Pledged Revenues are hereby irrevocably pledged to the payment of Fixed Project Costs as provided herein and the Pledged Revenues shall not be used for any other purpose while any of the Fixed Project Costs remain unpaid; provided that out of the Pledged Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. Payments by IEUA to the Issuer hereunder are obligations of IEUA payable from Pledged Revenues. Subject to Section 3.04 hereof, the obligation of IEUA to use Pledged Revenues to make payments hereunder from property taxes described in the definition of Pledged Revenues is subordinate to the obligation of IEUA to make payment of all other Contracts and Bonds and on a parity with the obligation to pay amounts under the 2002 Financing Agreement. IEUA shall make such payments in

accordance with the provisions of this Financing Agreement and from the Subordinate Obligation Payment Fund under the Master Resolution, as the case may be. IEUA shall not make payment on Contracts or Bonds from amounts in the Subordinate Obligation Payment Fund if other amounts are available therefor. Nothing herein shall be construed as prohibiting IEUA from using any other funds and revenues for purposes of satisfying any provisions of this Financing Agreement.

(d) Obligation Is Not Subject To Reduction. IEUA shall make payments of Fixed Project Costs under this Financing Agreement whether or not the Project is completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction or curtailment of operation of the Project in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the Issuer under this Financing Agreement or any other agreement.

(e) Allocation of Costs and Expenses.

(i) Adjustments. The Issuer shall update the values and amounts of Fixed Project Costs on a quarterly basis, including year-to-date comparisons, in order that the costs and expenses to IEUA may accurately reflect increases or decreases from Issuer Fiscal Year to Issuer Fiscal Year in Fixed Project Costs. In addition, each such determination shall include an adjustment to be paid or received by IEUA for succeeding Issuer Fiscal Years which shall account for the differences, if any, between projections of Fixed Project Costs used by the Issuer in determining the amounts of said Fixed Project Costs for all preceding Issuer Fiscal Years and actual Fixed Project Costs incurred by the Issuer to IEUA during such Issuer Fiscal Years.

(ii) Credits. Interest earnings on all amounts paid by IEUA to the Issuer and all amounts paid by [△]any other public agencies which may participate in the Project shall be credited to IEUA through the budgeting process.

(f) Time and Method of Payment.

(i) Fixed Project Costs. Subject to Section 2.04(e), for the Issuer Fiscal Year ending June 30, 2016, IEUA shall pay to the Authority within 15 days of receiving an invoice in an amount equal to the Fixed Project Costs as provided in the initial budget described in Section 2.02 hereof. Thereafter, subject to Section 2.04(e), IEUA shall pay to the Issuer, on or before July 15 of each Issuer Fiscal Year, 100% of the Fixed Project Costs for such Issuer Fiscal Year.

(ii) Statement of Charges. The Issuer shall furnish IEUA with a written statement of the estimated Fixed Project Costs for the next succeeding Issuer Fiscal Year on or prior to June 1 of the prior Issuer Fiscal Year. Such written statements shall take into account applicable credits received by the Issuer and estimated investment earnings on moneys related to the Project held by the Issuer.

(iii) Contest of Accuracy of Charges. If IEUA questions or disputes the correctness of any billing statement by the Issuer, it shall pay the Issuer the amount claimed when due and shall, within thirty (30) days of the completion and delivery of the Issuer's annual audit, request an explanation from the Issuer. If the bill is determined to be incorrect, the Issuer will adjust the bill to IEUA in the next Issuer Fiscal Year, including an adjustment equal to the interest actually earned by the Issuer on its general reserves during such period. If the Issuer and IEUA fail to agree on the

correctness of a bill within thirty (30) days after IEUA has requested an explanation, the parties shall promptly submit the dispute to arbitration under Section 1280 et seq. of the Code of Civil Procedure.

Section 2.05. Annual Capital Budget and Billing Statement. The Issuer will prepare and approve a capital budget for the period from the date of this Financing Agreement through June 30, 2016 on or prior to execution and delivery of this Financing Agreement. Such initial capital budget shall include all Fixed Project Costs. Thereafter, the Issuer will prepare a preliminary annual capital budget for each applicable Issuer Fiscal Year for credits, costs and expenses relating to the Project. The Issuer shall submit a draft of such budget to IEUA on or prior to each April 1 for review and comment. Issuer staff shall use its best efforts to resolve any questions or concerns of IEUA during such review. The Board of Directors of the Issuer will adopt a final annual capital budget for the applicable Issuer Fiscal Year on or before June 1 of each Issuer Fiscal Year. The Issuer shall supply a copy of said final annual capital budget to IEUA on or before June 15 of each Issuer Fiscal Year. Any amendment to the capital budget shall be submitted to IEUA for review and comment at least 30 days prior to action thereon by the Issuer Board of Directors.

Section 2.06. Obligation in the Event of Default.

(a) Written Demand. Upon failure of IEUA to (i) make any payment in full when due under this Financing Agreement or (ii) to perform any other obligation hereunder, the Issuer shall make written demand upon IEUA. If a failure described in clause (i) above is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. If a failure described in clause (ii) cannot be remedied within thirty (30) days from the date of such demand but IEUA commences remedial action within such thirty (30) day period, such failure shall not constitute a default hereunder. Notice of any such demand shall be provided to IEUA by the Issuer. Upon failure of the Issuer to perform any obligation of the Issuer hereunder, IEUA shall make written demand upon the Issuer, and if said failure is not remedied within thirty (30) days from the date of such demand or, if Issuer Bonds are outstanding, for such additional time as is reasonably required, in the sole discretion of the Trustee, to correct the same, such failure shall constitute a default at the expiration of such period. Notice of such demand shall be provided to IEUA.

In addition to any default resulting from breach by the Issuer or IEUA of any agreement, condition, covenant or term hereof, if the Issuer or IEUA shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Issuer or IEUA asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or if the Issuer or IEUA shall make a general or any assignment for the benefit of its creditors, then in each and every such case the Issuer or IEUA, as the case may be, shall be deemed to be in default hereunder.

(b) Termination of Agreement; Continuing Obligations. Upon the failure of IEUA to make any payment which failure constitutes a default under this Financing Agreement and causes the Issuer to be in default under any Bond Resolution or related agreement, the Issuer may (in addition to the remedy provided by subsection (a) of this Section) give notice of termination of the provisions of

this Financing Agreement insofar as the same entitle IEUA to use the Project which notice shall be effective within 30 days thereof unless such termination shall be enjoined, stayed or otherwise delayed by judicial action. Irrespective of such termination, IEUA shall remain liable to the Issuer to pay the full amount of costs hereunder.

(c) **Enforcement of Remedies.** In addition to the remedies set forth in this Section, upon the occurrence of an Event of Default as defined herein, the Issuer or IEUA, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Financing Agreement by such appropriate judicial proceeding as such party shall deem most effectual, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Financing Agreement or by law. The provisions of this Financing Agreement and the duties of each party hereof, their respective boards, officers or employees shall be enforceable by the other party hereto by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, with the losing party paying all costs and attorney fees.

(d) **Trustee is Third Party Beneficiary.** Any Trustee for Issuer Bonds shall have the right, as a third party beneficiary, to initiate and maintain suit to enforce this Financing Agreement to the extent provided in any Bond Resolution.

ARTICLE III

COVENANTS OF IEUA

Section 3.01. Compliance with Financing Agreement. IEUA will punctually pay the Fixed Project Costs in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Financing Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Issuer to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Issuer or any force majeure, including Acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

Section 3.02. Protection of Security and Rights of the Issuer and the Trustee. IEUA will preserve and protect the security hereof and the rights of the Issuer and the Trustee to the payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 3.03. Further Assurances. IEUA will adopt, deliver, execute and make any and all further assurances, instruments and resolutions and provide legal opinions of IEUA general or special counsel as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Issuer of the rights and benefits provided to it herein.

Section 3.04. Amount of Rates and Charges. To the fullest extent permitted by law, IEUA shall fix, prescribe and collect rates and charges for recycled water service which, along with other Pledged Revenues, will be at least sufficient to yield during each Fiscal Year an amount equal to debt service on all Authority Bonds for such Fiscal Year. IEUA may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the revenues resulting from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

Section 3.05. Additional Contracts and Bonds. IEUA may at any time issue or incur any Subordinate Obligation; provided the estimated Pledged Revenues available to pay Fixed Project Costs for the then current Fiscal Year and each subsequent Fiscal Year, as evidenced by a certificate of the General Manager of IEUA, shall equal a sum equal to at least the Fixed Project Costs due hereunder for such Fiscal Years.

Section 3.06. Maintenance of Tax Exempt Status of Authority Bonds. Notwithstanding any other provision of this Financing Agreement, IEUA shall not take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the Authority Bonds being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such Authority Bond as a "private activity bond" within the meaning of Section 141 of said Code or for any other reason.

ARTICLE IV

COVENANTS OF THE ISSUER

Section 4.01. Accounting Records and Financial Statements.

(a) The Issuer will keep appropriate accounting records in which complete and correct entries shall be made of all Issuer transactions relating to the Project, which records shall be available for inspection, copying and audit by IEUA and its accountants, attorneys and agents at reasonable hours and under reasonable conditions.

(b) The Issuer will prepare annually within two hundred ten (210) days after the close of each Issuer Fiscal Year (commencing with the Issuer Fiscal Year ending June 30, 2016) financial statements of the Issuer for the preceding Issuer Fiscal Year prepared in accordance with generally accepted accounting principles, together with a report of an Independent Certified Public Accountant thereof. The Issuer will promptly furnish a copy of such report to IEUA and to the Trustee.

Section 4.02. Compliance with Law. The Issuer shall comply with all local, state and federal laws applicable to the Project.

Section 4.03. Use of Funds for Project. The Authority shall not allow the portion of the proceeds of Authority Bonds allocated to the Project to be used for any purpose other than to pay for costs associated with financing or refinancing the Project.

ARTICLE V

MISCELLANEOUS

Section 5.01. Liability of IEUA Limited to Pledged Revenues. Notwithstanding anything contained herein, IEUA shall not be required to advance any moneys derived from any source of income other than that portion of the Pledged Revenues[△] for the payment of the Financing Payments or for the performance of any agreements or covenants required to be performed by it contained herein.

The obligation of IEUA to make the payments due hereunder is a special obligation of IEUA payable solely from that portion of the Pledged Revenues, and does not constitute a debt of IEUA or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 5.02. Benefits of Financing Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Issuer, IEUA or the Trustee any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Issuer or IEUA or the Trustee shall be for the sole and exclusive benefit of the other parties.

Section 5.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the Issuer or IEUA or the Trustee is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Issuer or IEUA or the Trustee, and all agreements and covenants required hereby to be performed by or on behalf of the Issuer or IEUA or the Trustee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 5.04. Waiver of Personal Liability. No member of the Board of Directors, officer or employee of IEUA shall be individually or personally liable for the payment of the Financing Payments, but nothing contained herein shall relieve any member of the Board of Directors, officer or employee of IEUA from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 5.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections," "Exhibits" and other subdivisions or clauses are to the corresponding articles, sections, exhibits, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof" "hereto," "herewith" and other words of similar import refer to the Financing Agreement as a whole and not to any particular article, section, exhibit, subdivision or clause hereof.

Section 5.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Issuer or IEUA shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Issuer and IEUA hereby declare that they would have executed the Financing Agreement, and each and every other article, section, paragraph, subdivision. sentence, clause and phrase hereof irrespective of the fact that

any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 5.07. CALIFORNIA LAW. THIS FINANCING AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 5.08. Notices. All written notices to be given hereunder shall be given by mail, overnight courier or facsimile to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to IEUA:

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Attention: Chief Financial Officer
Facsimile: 909/993-1985

If to the Issuer:

Chino Basin Regional Financing Authority
6075 Kimball Avenue
Chino, CA 91708
Attention: Treasurer
Facsimile: 909/993-1985

Section 5.09. Effective Date. This Financing Agreement shall become effective upon its execution and delivery.

Section 5.10. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 5.11. Term. The term of this Financing Agreement shall continue until the later of December 31, 20__ or the final maturity of Authority Bonds. The parties hereto agree to negotiate in good faith to amend this Financing Agreement on or prior to such date to extend the term hereof and to include terms and conditions as are mutually agreeable to the parties.

Section 5.12. Amendment. This Financing Agreement may only be otherwise amended, modified, changed or rescinded in writing by each of the parties hereto. The parties acknowledge that the Authority currently expects to finance the Project from grants and a loan or other agreements from the State Water Resource Control Board or other department or agency of the State and will negotiate in good faith to amend this Financing Agreement to conform to the terms and conditions of such grants or loan. In the event that such grants and such loans or other agreements are not sufficient to fund all of the capital costs of the Project, the Authority shall use its best efforts to finance such remaining capital costs from the proceeds of Authority Bonds in a timely and cost-effective manner.

Section 5.13. Merger of Prior Agreements. This Financing Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. [Chris – Relevant?] This Financing Agreement is intended to implement, and should be interpreted consistent with, the Peace Agreement.]

Section 5.14. Time of the Essence. Time is of the essence in the performance of this Financing Agreement.

Section 5.15. Appointment of Agent. In order to facilitate the administration of this Financing Agreement, the Authority may appoint IEUA to act as its agent in carrying out the Authority's obligations under this Financing Agreement.

Section 5.16. Additional Project Participants. The parties acknowledge that other public agencies may participate in the Project. The parties agree to negotiate in good faith to amend this Financing Agreement to reflect the participation of such other public agencies in the Project, consistent with the terms and conditions of any Authority Bonds the proceeds of which were used to finance the Project.

IN WITNESS WHEREOF, the parties hereto have executed and attested the Financing Agreement by their officers thereunto duly authorized as of the day and year first written above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
General Manager

**CHINO BASIN REGIONAL FINANCING
AUTHORITY**

By: _____
President of the Commission

EXHIBIT A

[Description of the Project]

[TO BE ADDED BY AGENCY]

EXHIBIT B

[ALLOCATION OF CAPITAL COSTS]

[TO COME FROM IEUA]

Document comparison by Workshare Compare on Wednesday, October 21, 2015
2:41:00 PM

Input:	
Document 1 ID	PowerDocs://DOCSOC/1726620/1
Description	DOCSOC-#1726620-v1-IEUA_(Pomona)_Financing_Agreement
Document 2 ID	PowerDocs://DOCSOC/1726620/2
Description	DOCSOC-#1726620-v2-IEUA_(Pomona)_Financing_Agreement
Rendering set	SYCR 2

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	29
Deletions	28
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	57

**INFORMATION
ITEM**


2A


Date: November 18, 2015

To: The Honorable Board of Directors

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

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 of Financial Affairs

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended September 30, 2015, is an informational item for the Board of Director's review.

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended September 30, 2015, is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3).

Total cash, investments, and restricted deposits of \$135,085,455, reflects a decrease of \$1,914,843 compared to the total reported for August 2015. The decrease was primarily due to the payment of pass-through operating costs for the Non-Reclaimable Wastewater North system to County Sanitation District of Los Angeles County and the closeout of construction related escrow accounts. The average days of cash on hand through September 30, 2015 increased from 170 to 173 as a result of lower operating expenses. The average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements for operating expenses, debt service, and capital expenditures. New connection fees collected and held by member agencies are excluded from the calculation.

The Agency's investment portfolio average rate of return in September 2015 was 0.620%, a very slight decrease of 0.003% compared to the average yield of 0.623% reported in August 2015. Staff is actively looking at alternatives to improve the overall investment portfolio yield while maintaining enough liquidity to support the operating activities and ensure preservation of capital.

The Financial Affairs report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

PRIOR BOARD ACTION

None

IMPACT ON BUDGET

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

Attachment: September 2015 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended September 30, 2015



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on June 17, 2015.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

	September	August
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	\$2,389,109	\$1,614,770
<u>Investments</u>		
CBB Repurchase (Sweep)	\$26,497,571	\$23,619,181
Local Agency Investment Fund (LAIF)	24,853,241	24,853,241
CalTrust	3,543,874	3,542,350
Certificates of Deposit	3,138,000	7,310,210
Municipal Bonds	1,002,216	1,004,294
Medium Term Notes	4,102,067	3,001,050
U.S. Treasury Notes	999,782	999,768
U.S. Government Sponsored Entities	15,000,750	17,000,685
Total Investments	\$79,137,501	\$81,330,779
Total Cash and Investments Available to the Agency	\$81,526,610	\$82,945,549
<u>Restricted Deposits</u>		
Debt Service Accounts	\$2,544,728	\$2,544,723
CCRA Deposits Held by Member Agencies	44,222,424	43,230,726
OPEB (CERBT) Account	6,791,693	6,854,133
Escrow Deposits	-	1,425,167
Total Restricted Deposits	\$53,558,845	\$54,054,749
Total Cash, Investments, and Restricted Deposits	\$135,085,455	\$137,000,298

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

Cash, Bank Deposits, and Bank Investment Accounts

Citizens Business Bank Demand Account (Offset by CBB Sweep Balance)	(\$44,882)
Citizens Business Bank Workers' Compensation Account	62,209
Bank of America Payroll Account	979,584
Bank of America Payroll Taxes Account	52,347
Subtotal Demand Deposits	\$1,049,258

Other Cash and Bank Accounts

Petty Cash	\$2,250
Subtotal Other Cash	\$2,250

Bank of the West Money Market Account

\$1,051,597

US Bank Pre-Investment Money Market Account

\$286,004

Total Cash and Bank Accounts

\$2,389,109

Investments

CBB Repurchase (Sweep) Investments

Federal Home Loan	\$26,497,571
Subtotal CBB Repurchase (Sweep)	\$26,497,571

Local Agency Investment Fund (LAIF)

LAIF Non-Restricted Fund	\$18,935,186
LAIF Insurance Sinking Fund	5,918,055
Subtotal Local Agency Investment Fund	\$24,853,241

CalTrust

Short Term	\$3,543,874
Subtotal CalTrust	\$3,543,874

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

Certificates of Deposit	
Citizens Business Bank	\$0
Brokered Certificates of Deposit	3,138,000
Subtotal Certificates of Deposit	<u>\$3,138,000</u>
<u>Investments Continued</u>	
Municipal Bonds	
State and Local Municipal Bonds	\$1,002,216
Subtotal State Municipal Bonds	<u>\$1,002,216</u>
Medium Term Notes	
JP Morgan Securities	\$1,000,204
John Deere Capital Corp	1,001,690
New York Life Global	1,101,097
JP Morgan Chase & Co.	999,076
Subtotal Medium Term Notes	<u>\$4,102,067</u>
U.S. Treasury Notes	
Treasury Note	\$999,782
Subtotal U.S. Treasury Notes	<u>\$999,782</u>
U.S. Government Sponsored Entities	
Fannie Mae Bank	\$5,999,451
Freddie Mac Bank	3,001,298
Federal Farm Credit Bank	2,000,000
Federal Home Loan Bank	4,000,000
Subtotal U.S. Government Sponsored Entities	<u>\$15,000,750</u>
Total Investments	<u>\$79,137,501</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

Restricted Deposits

Debt Service Reserves

08B Debt Service Accounts
10A Debt Service Accounts

\$2,544,710
18

Subtotal Debt Service Reserves

\$2,544,728

CCRA Deposits Held by Member Agencies

City of Chino
Cucamonga Valley Water District
City of Fontana
City of Montclair
City of Ontario
City of Chino Hills
City of Upland

\$11,953,018
7,165,504
7,368,739
2,552,372
8,498,827
3,290,534
3,393,430

Subtotal CCRA Deposits Held by Member Agencies

\$44,222,424

CalPERS

OPEB (CERBT) Account
Subtotal CalPERS Accounts

\$6,791,693
\$6,791,693

Total Restricted Deposits

\$53,558,845

Total Cash, Investments, and Restricted Deposits as of September 30, 2015

\$135,085,455

Total Cash, Investments, and Restricted Deposits as of 9/30/15

\$135,085,455

Less: Total Cash, Investments, and Restricted Deposits as of 8/31/15

137,000,298

Total Monthly Increase (Decrease)

(\$1,914,843)

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	September Amortization	September Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's								Date	Value
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank													
Demand Account*					(\$44,882)	(\$44,882)	N/A	N/A	(\$44,882)		0.30%	N/A	(\$44,882)
Subtotal CBB					(\$44,882)	(\$44,882)			(\$44,882)		0.30%		(\$44,882)
Workers' Compensation Account					\$62,209	\$62,209	N/A	N/A	\$62,209		N/A	N/A	\$62,209
Subtotal CBB					\$62,209	\$62,209			\$62,209		N/A		\$62,209
Bank of America					\$979,584	\$979,584	N/A	N/A	\$979,584		N/A	N/A	\$979,584
Payroll Checking					52,347	52,347	N/A	N/A	52,347		N/A	N/A	52,347
Payroll Tax Checking					\$1,031,931	\$1,031,931	N/A	N/A	\$1,031,931		N/A	N/A	\$1,031,931
Subtotal B of A					\$1,031,931	\$1,031,931			\$1,031,931		N/A		\$1,031,931
Bank of the West					\$1,051,597	\$1,051,597	N/A	N/A	\$1,051,597		0.18%	N/A	\$1,051,597
Money Market Plus - Business Account					\$1,051,597	\$1,051,597	N/A	N/A	\$1,051,597		0.18%	N/A	\$1,051,597
Subtotal Bank of the West Money Market					\$1,051,597	\$1,051,597			\$1,051,597		0.18%		\$1,051,597
US Bank					\$286,004	\$286,004	N/A	N/A	\$286,004		0.01%	N/A	\$286,004
Federated Automated MMA					\$286,004	\$286,004	N/A	N/A	\$286,004		0.01%	N/A	\$286,004
Subtotal USB Money Market					\$286,004	\$286,004			\$286,004		0.01%		\$286,004
Petty Cash					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts					<u>\$2,389,109</u>	<u>\$2,389,109</u>			<u>\$2,389,109</u>				<u>\$2,389,109</u>
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts					\$26,497,571	\$26,497,571	N/A	N/A	\$26,497,571		0.30%	N/A	\$26,497,571
Federal Home Loan					\$26,497,571	\$26,497,571	N/A	N/A	\$26,497,571		0.30%	N/A	\$26,497,571
Subtotal CBB Repurchase Accounts					\$26,497,571	\$26,497,571			\$26,497,571		0.30%		\$26,497,571

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 September 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	September Amortization	September Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
LAIF Accounts													
Non-Restricted Funds					\$18,935,186	\$18,935,186	N/A	N/A	\$18,935,186		0.320%	N/A	\$18,935,186
LAIF Sinking Fund					5,918,055	5,918,055	N/A	N/A	5,918,055		0.320%	N/A	5,918,055
Subtotal LAIF Accounts					\$24,853,241	\$24,853,241			\$24,853,241		0.320%		\$24,853,241
CALTRUST Accounts													
Short-Term					\$3,543,874	\$3,543,874	N/A	N/A	\$3,543,874		0.52%	N/A	\$3,543,874
Subtotal CalTrust Accounts					\$3,543,874	\$3,543,874			\$3,543,874		0.52%		\$3,543,874
Investments (continued)													
Brokered Certificates of Deposit													
Ally Bank	N/A				\$245,000	\$245,000	541		\$245,000	0.80%	0.80%	01/17/17	\$244,873
Capital One National Association	N/A				240,000	240,000	542		240,000	0.80%	0.80%	01/17/17	239,875
Compass Bank	N/A				245,000	245,000	542		245,000	0.85%	0.85%	01/17/17	244,873
Comenity Capital Bank	N/A				240,000	240,000	720		240,000	1.15%	1.15%	07/13/17	239,702
Discover Bank	N/A				240,000	240,000	722		240,000	1.15%	1.15%	07/17/17	239,628
Medallion Bank	N/A				240,000	240,000	722		240,000	1.20%	1.20%	07/17/17	239,628
Capital One Bank	N/A				240,000	240,000	901		240,000	1.35%	1.35%	01/16/18	239,683
Goldman Sachs Bank USA	N/A				240,000	240,000	901		240,000	1.40%	1.40%	01/16/18	240,276
BMW Bank of North America	N/A				240,000	240,000	900		240,000	1.40%	1.40%	01/17/18	240,269
American Express Bank	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	239,309
American Express Centurion	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	239,309
HSBC Bank USA, NA Step	N/A				244,000	244,000	1808		244,000	1.25%	2.32%	07/29/20	242,987
JPM Chase NA Step	N/A				244,000	244,000	1810		244,000	1.25%	2.51%	07/31/20	243,065
Subtotal Brokered CDs					\$3,138,000	\$3,138,000		\$0	\$3,138,000		1.410%		\$3,133,477
US Treasury Note													
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463		15	\$999,782	0.63%	0.64%	12/15/16	\$1,002,110
Subtotal Treasuries					\$1,000,000	\$999,463		\$15	\$999,782		0.64%		\$1,002,110

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	September Amortization	September Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
U.S. Government Sponsored Entities (As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)													
Federal Home Loan Bank	AA+	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$1,999,380
Freddie Mac Bond	AA+	AAA			2,000,000	2,001,500	722	(62)	2,001,298	0.85%	0.81%	06/16/17	2,006,200
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100		2,000,000	1.20%	1.20%	06/29/18	2,004,520
Fannie Mae Bond	N/A	AAA			2,000,000	2,000,000	1,459		2,000,000	1.63%	1.63%	12/28/18	2,016,040
Fannie Mae Bond	AA+	AAA			4,000,000	3,999,400	1,456	12	3,999,451	1.50%	1.50%	05/24/19	4,015,000
Federal Farm	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,022,840
Freddie Mac Bond	AA+	AAA			1,000,000	1,000,000	1,440		1,000,000	1.00%	3.00%	07/29/19	1,002,130
Subtotal U.S. Gov't Sponsored Entities					\$15,000,000	\$15,000,900		(\$50)	\$15,000,750		1.338%		\$15,066,110
Municipal Bonds													
California State General Obligation Bond	A-	A1	A+	AA3	\$1,000,000	\$1,089,000	1,285	(\$2,078)	\$1,002,216	3.95%	1.35%	11/01/15	\$1,003,020
Subtotal State and Local Municipal Bonds					\$1,000,000	\$1,089,000		(\$2,078)	\$1,002,216		1.35%		\$1,003,020
Medium Term Notes													
JP Morgan Securities	A	A2		A3	1,000,000	1,001,500	1,094	(41)	1,000,204	1.130%	1.07%	02/26/16	1,001,800
John Deere Capital Corp	A	A2			1,000,000	1,004,000	1,754	(68)	1,001,690	1.20%	1.11%	10/10/17	1,000,160
New York Life Global	AA+	AAA			1,100,000	1,101,100	763	(3)	1,101,097	1.30%	1.30%	10/30/17	1,100,055
JP Morgan Chase & Co	A	A3			1,000,000	999,000	1,022	29	999,076	1.63%	1.66%	05/15/18	993,810
Subtotal Medium Term Notes					\$4,100,000	\$4,105,600		(\$84)	\$4,102,067		1.29%		\$4,095,825
Total Investments					\$79,132,686	\$79,227,649			\$79,137,501				\$79,195,228

Source of Investment Market Value: US Bank

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
 Month Ended
 September 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	September Amortization	September Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts													
US Bank Debt Serv. Accounts					\$2,544,710	\$2,544,710	N/A	N/A	\$2,544,710		0.00%	N/A	\$2,544,710
Subtotal '08B Debt Service Accts					\$2,544,710	\$2,544,710			\$2,544,710		0.00%		\$2,544,710
10A Debt Service Accounts													
US Bank Debt Serv. Accounts					\$18	\$18	N/A	N/A	\$18		0.00%	N/A	\$18
Subtotal '10A Debt Service Accts					\$18	\$18			\$18		0.00%		\$18
Total Debt Service Accounts					\$2,544,728	\$2,544,728			\$2,544,728				\$2,544,728
CCRA Deposits Held by Member Agencies													
City of Chino					\$11,953,018	\$11,953,018	N/A	N/A	\$11,953,018		N/A	N/A	\$11,953,018
Cucamonga Valley Water District					7,165,504	7,165,504	N/A	N/A	7,165,504		N/A	N/A	7,165,504
City of Fontana					7,368,739	7,368,739	N/A	N/A	7,368,739		N/A	N/A	7,368,739
City of Montclair					2,552,372	2,552,372	N/A	N/A	2,552,372		N/A	N/A	2,552,372
City of Ontario					8,498,827	8,498,827	N/A	N/A	8,498,827		N/A	N/A	8,498,827
City of Chino Hills					3,290,534	3,290,534	N/A	N/A	3,290,534		N/A	N/A	3,290,534
City of Upland					3,393,430	3,393,430	N/A	N/A	3,393,430		N/A	N/A	3,393,430
Subtotal CCRA Deposits Held by Member Agencies					\$44,222,424	\$44,222,424			\$44,222,424				\$44,222,424
(Totals as reported through May 31, 2015)													
CalPERS Deposits													
OPEB (CERBT) Account					\$7,000,000	\$7,000,000	N/A	N/A	\$6,791,693		N/A	N/A	\$6,791,693
Subtotal CalPERS Deposits					\$7,000,000	\$7,000,000			\$6,791,693				\$6,791,693
Escrow Deposits													
Forestar/IEUA Holding Escrow (RP-1 Outfall)					\$0	\$0	N/A	N/A	\$0		N/A	N/A	\$0
GSE Construction					-	0	N/A	N/A	0		N/A	N/A	-
Subtotal Escrow Deposits					\$0	\$0			\$0				\$0
Total Restricted Deposits					\$53,767,152	\$53,767,152			\$53,558,845				\$53,558,845
Total Cash, Investments, and Restricted Deposits as of September 30, 2015					\$135,286,947	\$135,383,910			\$135,085,455				\$135,143,182

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 September 30, 2015

September Purchases

No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
1	10/30/17	Purchase	New York Life Global	\$ 1,100,000	1.300%
Total Purchases				<u>\$ 1,100,000</u>	

September Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
1	09/18/15	Full Call	Freddie Mac Bond	\$ 1,000,000	0.750%
2	09/21/15	Full Call	Fannie Mae Bond	\$ 1,000,000	1.180%
Total Maturities, Calls & Sales				<u>\$ 2,000,000</u>	

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2015

<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$26,497,571	0.300%
Local Agency Investment Fund	24,853,241	0.320%
CalTrust	3,543,874	0.520%
Medium Term Notes	4,102,067	1.287%
Municipal Bonds	1,002,216	1.350%
US Treasury Notes	999,782	0.640%
U.S. Government Sponsored Entities	15,000,750	1.338%
	\$75,999,501	0.593%
Bank Deposit and Investment Accounts		
Citizens Business Bank - Demand Account	(\$44,882)	0.300%
Various Banks - Brokered Certificates of Deposit	3,138,000	1.410%
Bank of the West Money Market Account	1,051,597	0.180%
	\$4,144,715	1.110%

Total Portfolio
Investment Portfolio Rate of Return
\$80,144,216
0.620%

<u>Restricted/Transitory/Other Demand Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
US Bank - 2008B Debt Service Accounts	\$2,544,710	0.000%
US Bank - 2010A Debt Service Accounts	18	0.000%
CCRA Deposits Held by Member Agencies	44,222,424	N/A
Citizens Business Bank - Workers' Compensation Account	62,209	N/A
US Bank - Pre-Investment Money Market Account	286,004	0.010%
CalPERS OPEB (CERBT) Account	6,791,693	N/A
Other Accounts*	1,034,181	N/A
	\$54,941,239	0.001%
Total Other Accounts Average Yield of Other Accounts		
	\$135,085,455	

* Note: Bank of America Payroll Deposits used as compensating balances for bank services.

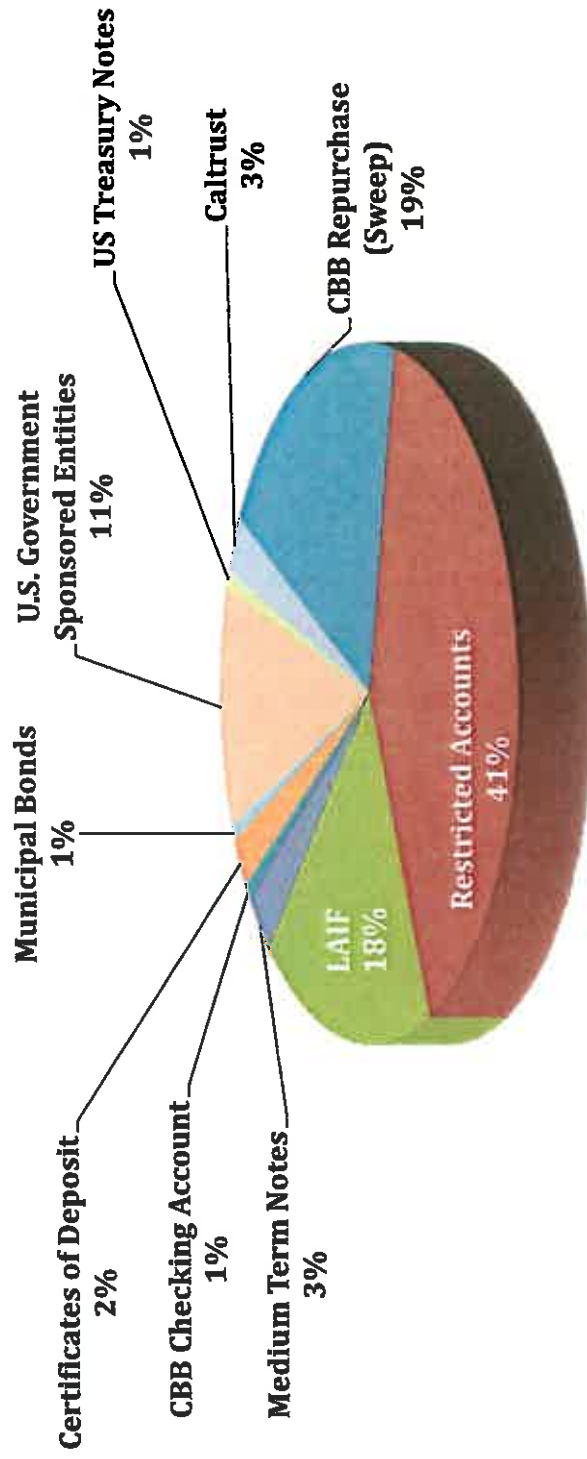
Inland Empire Utilities Agency

Treasurer's Report of Financial Affairs

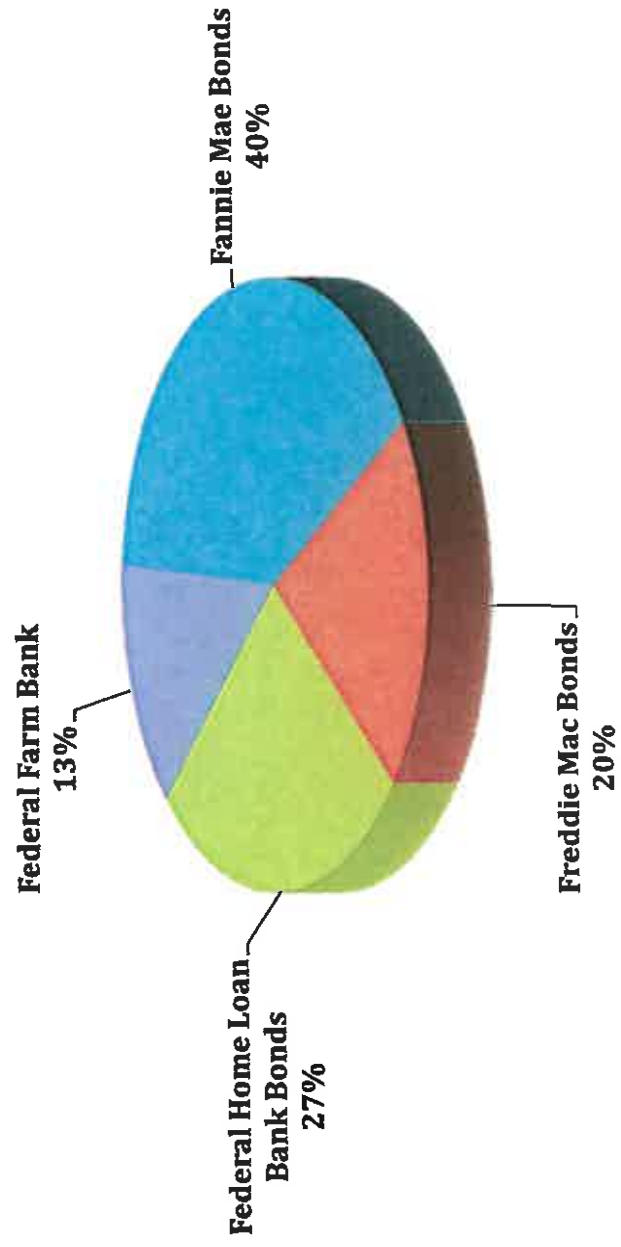
For the Month Ended September 30, 2015

Combined Agency Portfolio (net of escrow deposits)

\$135,085,455



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2015
U.S. Government Sponsored Entities Portfolio
\$15,000,750



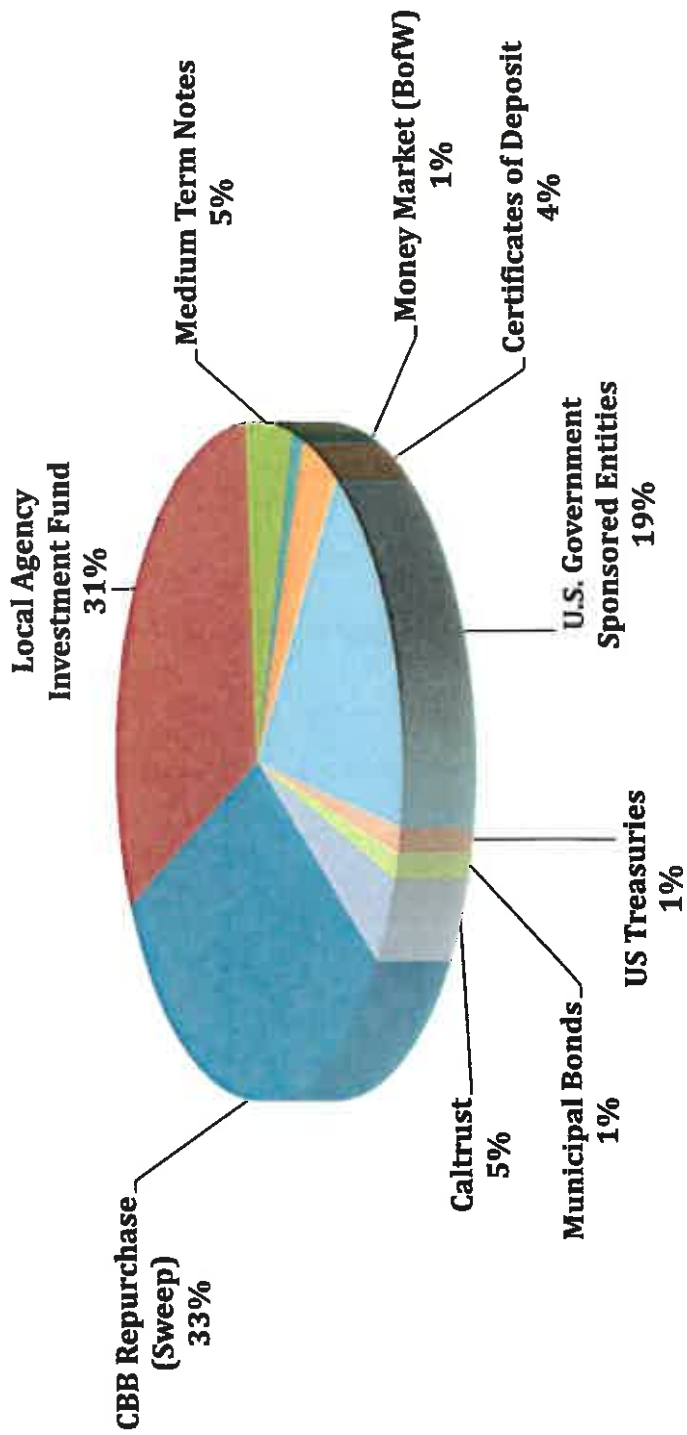
Inland Empire Utilities Agency

Treasurer's Report of Financial Affairs

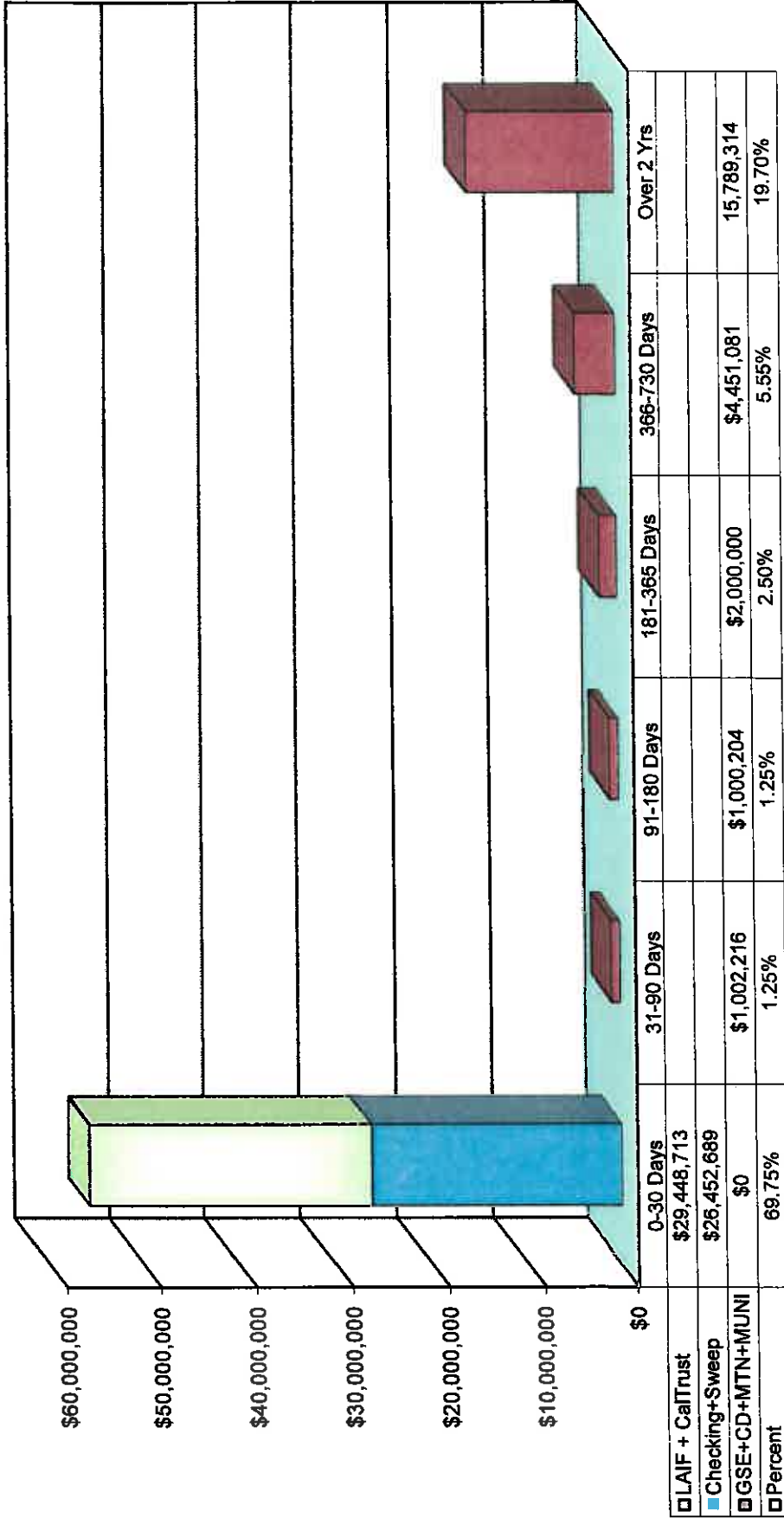
For the Month Ended September 30, 2015

Unrestricted Agency Investment Portfolio

\$80,144,216



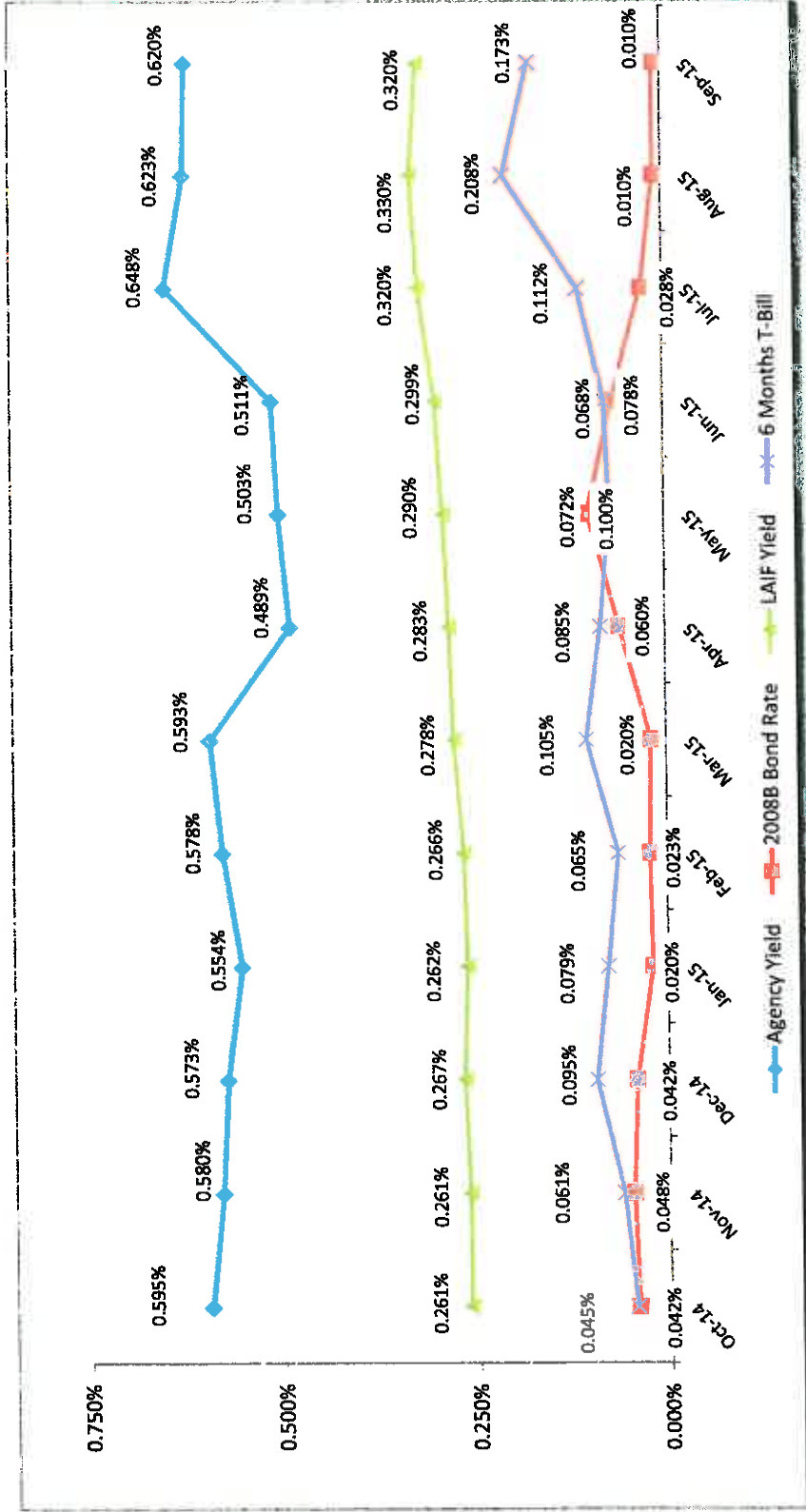
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 For the Month Ended September 30, 2015
 Directed Investment Portfolio Maturity Distribution
\$80,144,216



INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 September 30, 2015

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 Demand Deposit Accounts
 Agency Yield Comparison





Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Treasurer's Report of Financial Affairs for September 30, 2015

**November 2015
Board Meeting**

Report of Financial Affairs

Liquidity

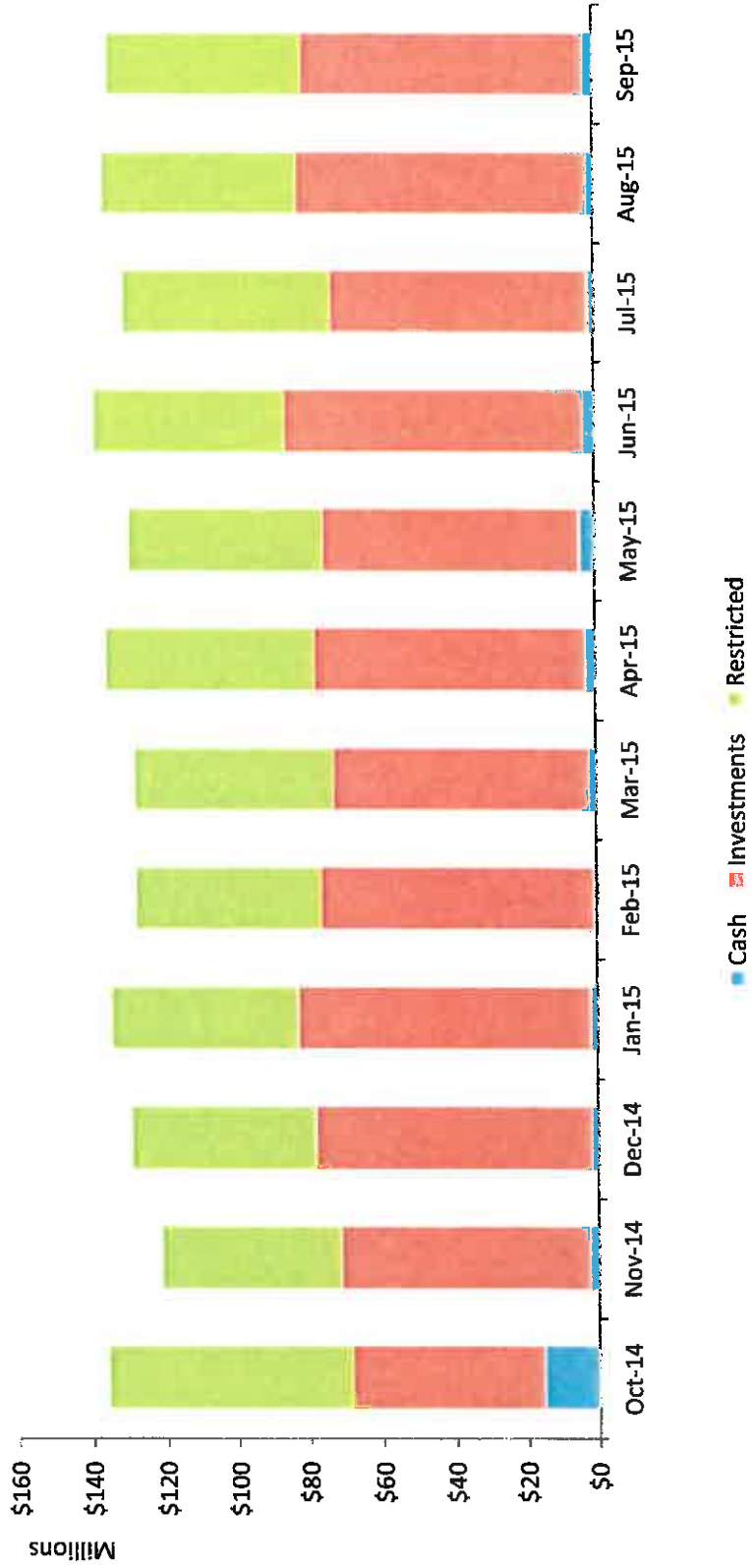
Description	September 2015	August 2015	Increase (Decrease)
Cash, Investments, Restricted Deposits	\$135.1M	\$137.0M	(\$1.9M)
Investment Portfolio Yield	0.620%	0.623%	(0.003%)
Average Days Cash on Hand	173 Days	170 Days	3 Days

Portfolio

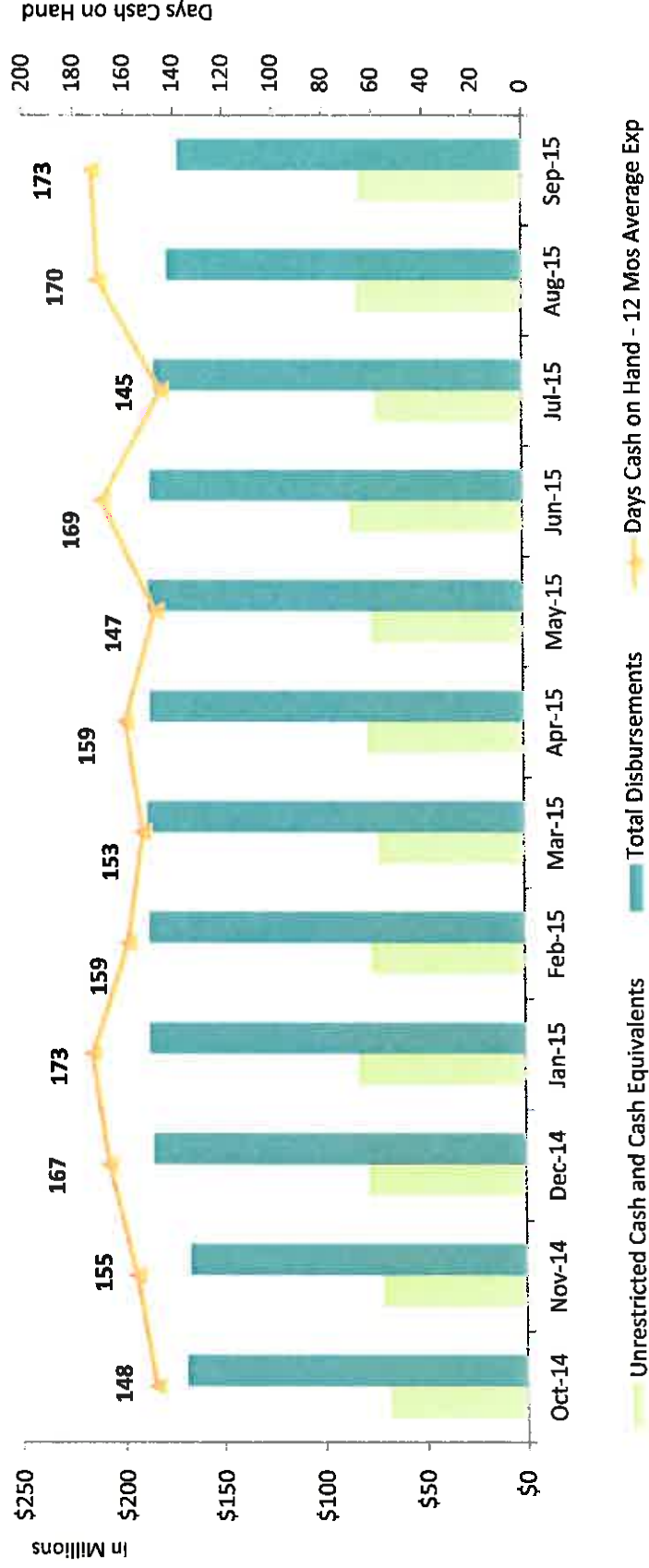
Term	Description	Allowable Threshold	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF	\$50M	\$24.8	0.32%	31%
	CalTrust	\$20M	\$3.5	0.52%	4%
	Citizens Business –Sweep	40%	\$26.5	0.30%	29%
	Bank of the West – MMA	20%	\$1.1	0.18%	1%
	State and Local Municipal Bonds	10%	\$1.0	1.35%	1%
	Medium Term Notes	10%	\$1.0	1.07%	1%
	US Government Securities	n/a	\$2.0	0.38%	2%
	CBB Checking	40%	\$0.0	0.30%	0%
	Brokered CDs	30%	\$2.7	1.23%	3%
	Medium Term Notes	10%	\$3.1	1.36%	3%
1 to 3 Years:	US Treasury Note	n/a	\$1.0	0.64%	1%
	US Government Securities	n/a	\$4.0	1.01%	4%
	Brokered CDs	30%	\$0.5	2.41%	1%
	US Government Securities	n/a	\$9.0	1.70%	10%

Over 3 Years:

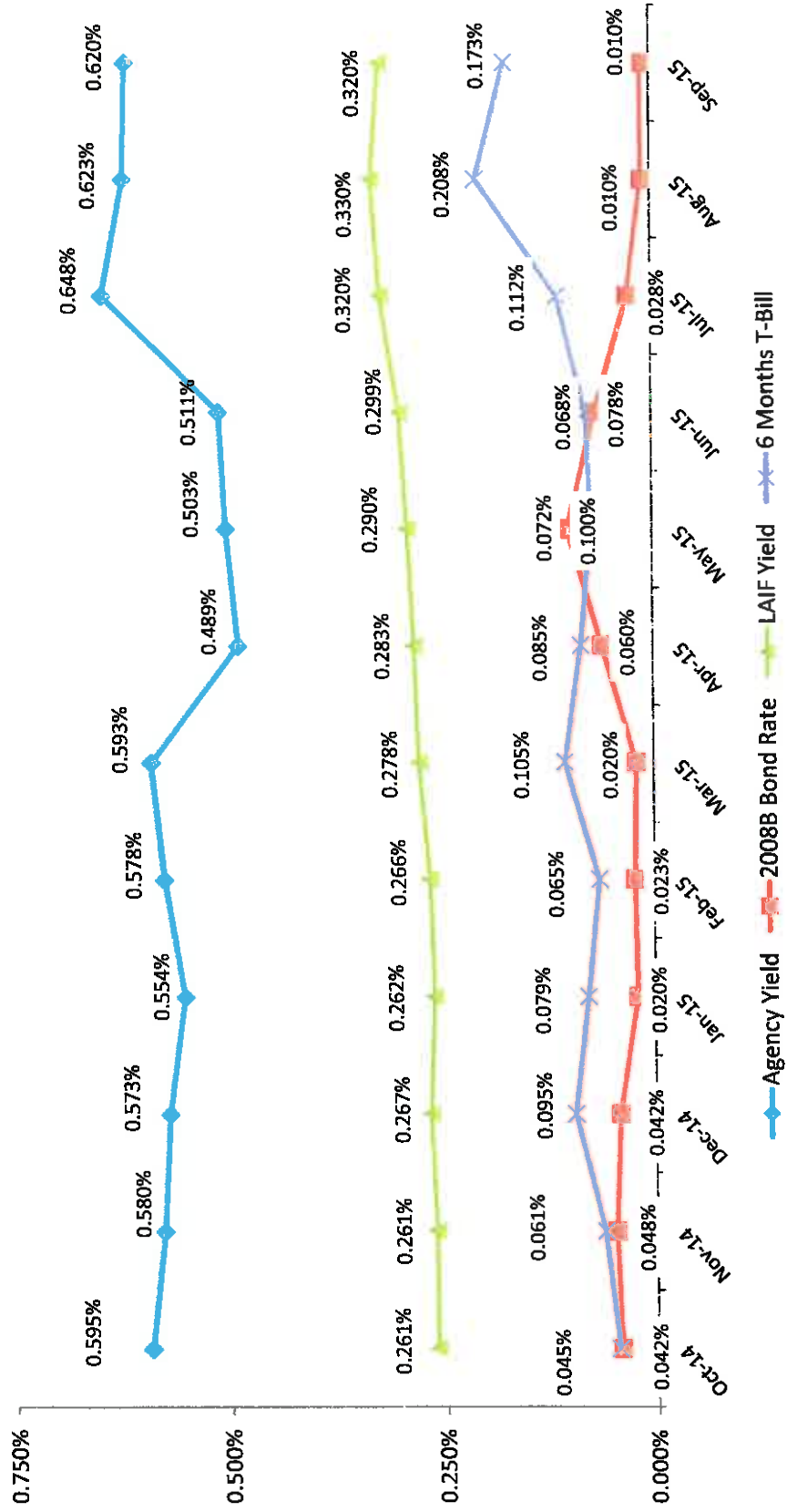
Total Cash, Investments and Restricted Deposits



Day Cash on Hand 12 Months Rolling Average



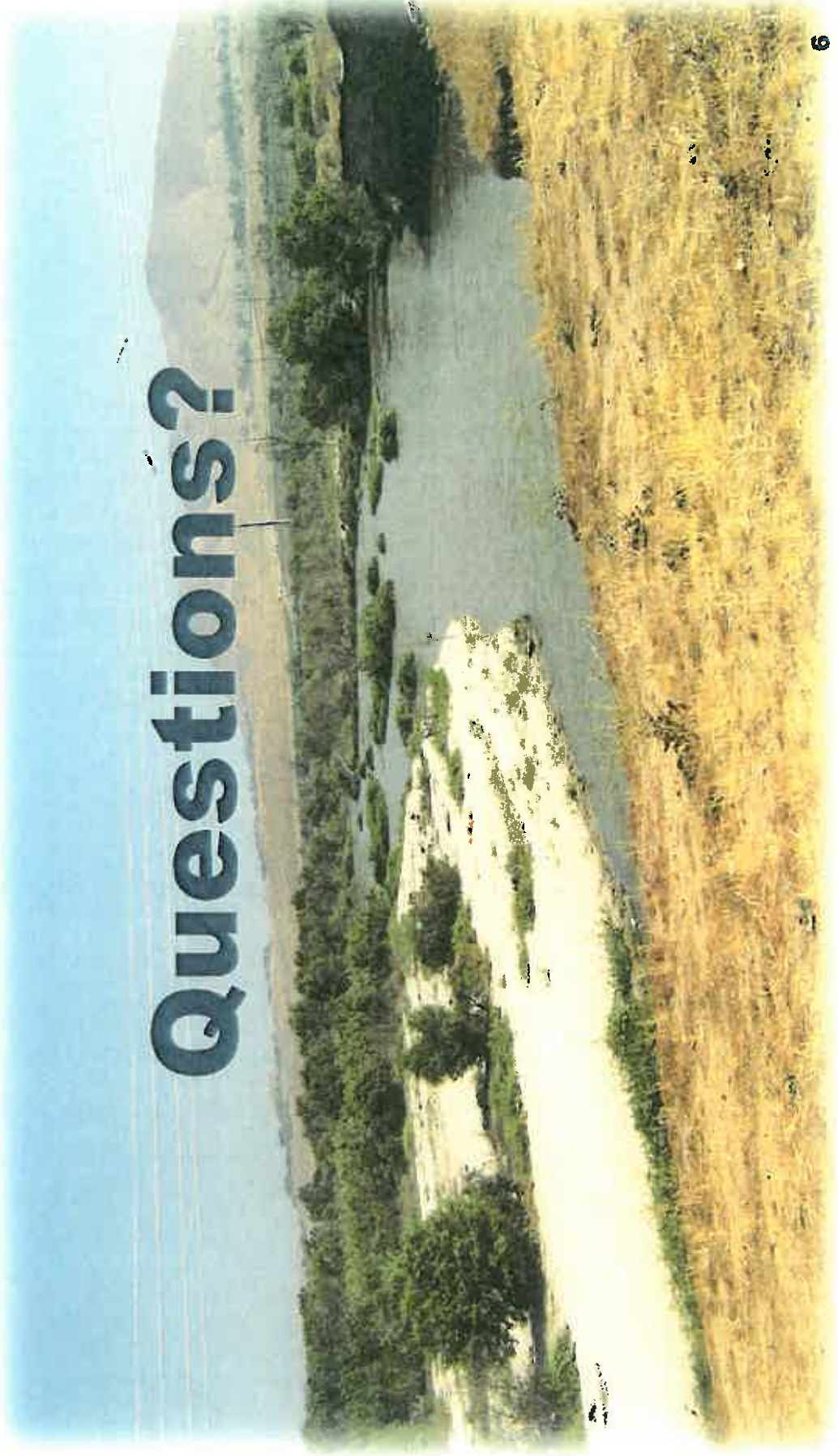
Month End Portfolio Yield Comparison





Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Questions?



**INFORMATION
ITEM
2B**

Water Connection Fee Update



Water Connection Fee

What is it

- * One-time fee for all new or upsized meter connections to a water distribution system

Meters Subject to Fee

- * Potable
- * Recycled
- * Landscape

Meters Exempt from Fee

- * Temporary service
- * Fire service
- * Parallel service



Water Connection Fee

Individual Water Agency meetings since July 2015

- * Tracking and documentation
- * Payment of fees

Next Steps

- * Fact sheet for developers
- * Database
- * Website for FAQs and fee calculator
- * Meter fee collection office

Effective Date: January 1, 2016



Questions?

Consistent with the Agency's business goal of Fiscal Responsibility by adopting rates that fully meet cost of service for key Agency programs.

**INFORMATION
ITEM**

2C

El Nino Preparation

November 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Matthew Melendrez

Deputy Manager of Operations

History

- * In 1997, high flow was experienced at RP-1 with about 70 MGD peak flow
- * Chino Creek has flooded and impacted RP-2
- * No issues at other facilities



Storm Preparation

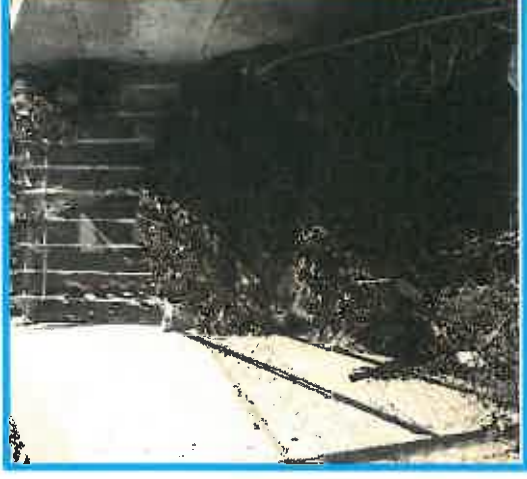
- * Establish Emergency Operations Center (EOC)
- * Check storm water pumps
- * Stage sand bags
- * Routine housekeeping
 - Cleaning drains
 - Cleaning gutters
- * Storm response may

include utilizing lagoons and by-pass options



GWR Storm Water Preparation

- * Completed maintenance
 - Weeding
 - Flow control gate testing and maintenance
 - Cleaning of inlet and outlet structures
 - Flow control berm maintenance
- * Basin infiltration restoration
 - 7th and 8th Street
 - Turner 1
 - Brooks



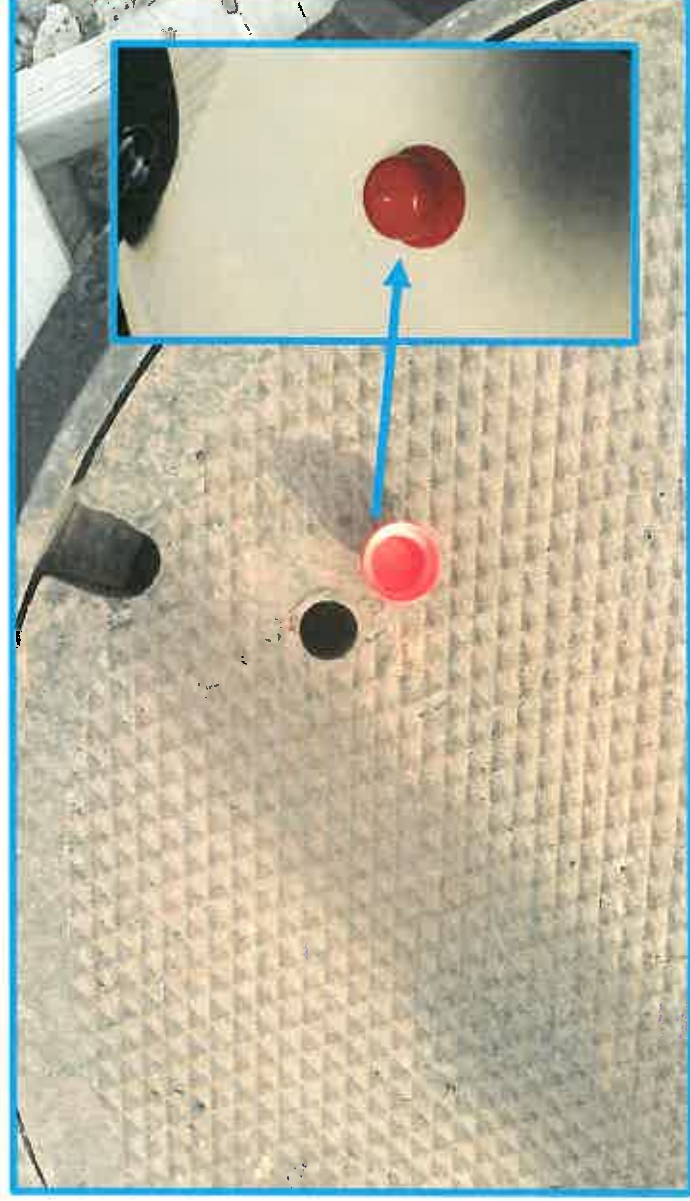
GWR Storm Water Preparation

- * Rubber dam inspection and maintenance completed
- * Stakeholder communications (CBWCD, CBWM, SBCFCD)
 - El Niño agenda items at Groundwater Recharge Coordination Committee (GRCC) meetings
 - GRCC sub-committee established to update Operations Protocols



Regional Sewer System

- * Preparation
 - Plug manhole pickholes with rubber stoppers
 - Ensured readiness of vehicles



Regional Sewer System

- * Completed inventory and operational test of IEUA portable equipment
- * Verified point of contacts for all Regional contracting agencies and Jurupa Community Services District
- * Scheduling meeting with Mutual Aid partners to discuss:
 - Expectations and Assets available
 - Share best practices
 - Build rapport