



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

**WEDNESDAY, FEBRUARY 15, 2017
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708**

CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which are 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. NEW HIRE INTRODUCTIONS

- Mr. Eddie Lin, Associate Engineer, hired on 1/3/17 (Chris Berch)
- Mr. Ian Tillery, Operations Supervisor, hired on 1/23/17 (Randy Lee)

2. PRESENTATION

A. WEST COAST ADVISORS LEGISLATIVE UPDATE – Mr. Michael Boccadoro, President

3. PUBLIC HEARING

A. PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 2017-2-5, ADOPTING AMENDMENTS TO THE IEUA CONFLICT OF INTEREST CODE

It is recommended that the Board:

1. Hold a Public Hearing to receive public comments for the Board to adopt amendments to the IEUA's Conflict of Interest Code, establishing disclosure categories specifying the types of economic interest that must be reported by designated positions within the Agency; and
2. After closing the Public Hearing, adopt Resolution No. 2017-2-5, adopting amendments to the IEUA Conflict of Interest Code.

4. CONSENT ITEMS

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

A. MINUTES

The Board will be asked to approve the minutes from the December 21, 2016 Joint IEUA/CBRFA Board meeting, December 21, Board meeting, January 4, 2017 Board meeting, and the January 18, 2017 Board meeting.

B. REPORT OF GENERAL DISBURSEMENTS

It is recommended that the Board approve the total disbursements for the month of December 2016, in the amount of \$21,746,279.50.

C. MASTER SERVICE CONTRACTS AWARDS FOR THE DEVELOPMENT OF WATER RESOURCES AND THE INTEGRATED WATER RESOURCES PLAN

It is recommended that the Board:

1. Award Master Service Contracts (Nos. 4600002275 through 4600002282) to the firms identified below for a two-year contract (two-year with two, one-year options to extend) to provide professional engineering and financial services for the development of water resources and the Integrated Water Resources Plan;
 - No. 4600002275 to Arcadis U.S., Inc.
 - No. 4600002276 to CH2M HILL Engineering, Inc.
 - No. 4600002277 to Carollo Engineers, Inc.
 - No. 4600002278 to Thomas Harder & Co., Inc.
 - No. 4600002279 to Michael Baker International

- No. 4600002280 to Kennedy/Jenks Consultants
- No. 4600002281 to INTERA Incorporated
- No. 4600002282 to Daniel B. Stephens & Associates Inc.

2. Increase the General Manager's authority set by Ordinance No.101 to approve and execute task orders in the amount of not-to-exceed \$250,000 for services rendered under this project;
3. Authorize the Master Service Contracts of a not-to-exceed \$3,000,000; and
4. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Service Contracts.

D. TEMPORARY BRINE LINE CONNECTION AGREEMENT

It is recommended that the Board of Directors:

1. Approve the agreement amendment with Santa Ana Watershed Project Authority to extend the temporary Brine Line connection to March 2020;
2. Approve the agreement amendment with Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company to extend the temporary Brine Line connection to March 2020;
3. Approve the agreement amendment with the City of Chino to extend the permanent sewer facilities development guarantee to March 2020; and
4. Authorize the General Manager to execute the agreement amendments subject to non-substantive changes.

E. AWARD BLANKET PURCHASE AGREEMENT TO DOWNS ENERGY FOR SUPPLY AND DELIVERY OF DIESEL FUEL

It is recommended that the Board:

1. Approve a three-year blanket purchase agreement Contract No. 4600002251 to Downs Energy for the supply and delivery of diesel fuel with a three-year blanket purchase agreement, for a not-to-exceed amount of \$100,000 to various Agency locations, through December 31, 2019; and
2. Authorize the Manager of Contract and Procurement to issue a blanket purchase agreement.

F. RP-1 CONSULTING ENGINEER SERVICES CONTRACT AWARD

It is recommended that the Board:

1. Award a consulting engineering services contract for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec for the not-to-exceed amount of \$461,483; and
2. Authorized the General Manager to execute the consulting engineering services contract.

G. RP-1 ENGINEERING SERVICES CONTRACT AMENDMENT

It is recommended that the Board:

1. Approve the consultant contract amendment for additional design efforts for the RP-1 Power System Upgrades, Project No. EN13048 to Tetra Tech Inc., for the not-to-exceed amount of \$205,825; and
2. Authorize the General Manager to execute the amendment.

H. CCWRF CONSTRUCTION CONTRACT AWARD

It is recommended that the Board:

1. Award a construction contract for the CCWRF Valve Replacement, Project No. EN17051, to Ferreira Construction Co., in the amount of \$178,809; and
2. Authorize the General Manager to execute the contract.

I. RP-4 CONSTRUCTION CONTRACT AWARD

It is recommended that the Board:

1. Award a construction contract for the RP-4 Disinfection Facility Improvements, Project No. EN14018, to W.A. Rasic in the amount of \$1,839,400;
2. Approve a total project budget amendment in the amount of \$284,400 for Project No. EN14018; and
3. Authorize the General Manager to execute the construction contract and budget amendment.

5. ACTION ITEMS

A. RP-2 MICROTURBINE DESIGN-BUILD CONTRACT AWARD

It is recommended that the Board:

1. Award a design-build contract for the RP-2 Microturbine Installation Project No. EN17065, to Geveden Industrial in the amount of \$1,876,809;

2. Approve a ten-year service agreement with Cal Microturbine in the amount of \$752,460 for Project No. EN17065;
3. Approve a total project budget in the amount of \$2,210,000 and FY budget in the amount of \$850,000 for Project No. EN17065; and
4. Authorize the General Manager to execute the budget amendment, the construction contract, and maintenance service agreement subject to non-substantive changes.

B. ADOPTION OF RESOLUTION FOR THREE USBR GRANT APPLICATIONS

It is recommended that the Board:

1. Adopt Resolution Nos. 2017-2-1, 2017-2-2, and 2017-2-3, authorizing IEUA to enter into financial assistance agreements with the U.S. Department of Interior, Bureau of Reclamation (USBR) for three grant applications: Drought Resiliency, CALFED Water Use Efficiency, and Agricultural Water Conservation Grant Programs; and
2. Authorize the General Manager to execute the financial assistance agreements, any amendments, and related documents thereto.

C. ADOPTION OF RESOLUTION NO. 2017-2-4 FOR \$1.8M PROPOSITION 50 GRANT FUNDING FOR THE CDA II EXPANSION PROJECT

It is recommended that the Board:

1. Adopt Resolution No. 2017-2-4, authorizing the General Manager to execute an amendment to the Proposition 50 Grant Funding Agreement No. 50124B01 between IEUA and State Water Resources Control Board (SWRCB) for the Chino Desalter Authority (CDA) II Expansion Project; and
2. Authorize the General Manager to execute any documents related thereto.

6. INFORMATION ITEMS

- A. DIRECTORS' COMPENSATION (WRITTEN)
- B. 2017A REFUNDING REVENUE BONDS UPDATE (WRITTEN/PP)
- C. GROUNDWATER RECHARGE PROGRAM (POWERPOINT)
- D. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)
- E. MWD & DROUGHT UPDATE (ORAL)
 - ❖ STATE WATER PROJECT (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEMS

- F. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)**
- G. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
- H. **LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
- I. **LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)**
- J. **LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)**
- K. **CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)**
- L. **REGIONAL PRETREATMENT PROGRAM LOCAL LIMITS UPDATE (WRITTEN)**
- M. **LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)**
- N. **AGENCY'S PROGRAM FUNDS REVIEW (POWERPOINT)**
- O. **UNFUNDED LIABILITIES FOR PENSION AND OTHER POST-EMPLOYMENT BENEFITS UPDATE (POWERPOINT)**
- P. **RP-5 EXPANSION DESIGN CONTRACT UPDATE (WRITTEN/PP)**
- Q. **PLANNING AND ENVIRONMENTAL RESOURCES UPDATE (ORAL)**
- 7. **AGENCY REPRESENTATIVES' REPORTS**
 - A. **SAWPA REPORT**
 - B. **MWD REPORT (WRITTEN)**
 - C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**
(February 2 meeting cancelled. Next meeting scheduled for March 2, 2017.)
 - D. **CHINO BASIN WATERMASTER REPORT**
- 8. **GENERAL MANAGER'S REPORT (WRITTEN)**
- 9. **BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS**
- 10. **DIRECTORS' COMMENTS**

A. CONFERENCE REPORTS

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of Interest.

11. CLOSED SESSION

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

1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
2. Martin vs. IEUA, Case No. CIVRS 1000767
3. Mwembu vs. IEUA, Case No. CIVDS 1415762

**B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 –
CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Supplemental Water Transfer/Purchase
Negotiating Party: General Manager P. Joseph Grindstaff
Under Negotiation: Price and Terms of Purchase

**C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION;
INITIATION OF LITIGATION**

Two (2) Cases

12. ADJOURN

**A Municipal Water District*

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

Proofed by: 

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, February 9, 2017.



April Woodruff

PUBLIC HEARING

3A



Date: February 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager *PJG*

Submitted by: Jean Cihigoyenette
General Counsel *JCH*

Subject: Public Hearing and Adoption of Resolution No. 2017-2-5,
Adopting Amendments to the IEUA Conflict of Interest Code

RECOMMENDATION

It is recommended that the Board of Directors:

1. Hold a Public Hearing to receive public comments for the Board to adopt amendments to the IEUA's Conflict of Interest Code, establishing disclosure categories specifying the types of economic interests that must be reported by designated positions within the Agency; and
2. After closing the Public Hearing, adopt Resolution No. 2017-2-5, adopting amendments to the IEUA Conflict of Interest Code.

BACKGROUND

Under the Political Reform Act, all public agencies are required to adopt a Conflict of Interest Code.

A Conflict of Interest Code specifically enumerates positions within the Agency, which involve the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest of the Agency. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in the Conflict of Interest Code. Each code designates positions required to file a Statement of Economic Interests, Form 700, and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and the public to the types of financial interests that may create a conflict of interest.

In December 2014, the Board last amended its Conflict of Interest Code (the “2014 Code”). The Agency’s current Conflict of Interest Code is attached as Exhibit “A.” Staff recommends that the Board amend the 2014 Code for three reasons. The proposed amended Conflict of Interest Code is attached as Exhibit “B.”

First, a few designated positions in the 2014 Code have been eliminated. Staff recommends these designated positions be removed from the Conflict of Interest Code.

Second, the 2014 Code should be amended to reflect the Agency’s revision of employees’ job titles, particularly with respect to designated positions.

Third, the 2014 Code should be amended to reflect additional positions that participate in the making of decisions which may foreseeably have a material financial effect on any financial interest.

The Political Reform Act provides that the San Bernardino County Board of Supervisors is the “code reviewing body” for local agencies whose jurisdiction is wholly within the County of San Bernardino. Therefore, after the Board adopts the amendments to the Agency’s Conflict of Interest Code, the code must be reviewed and approved by the Board of Supervisors before it becomes effective.

PRIOR BOARD ACTION

In December 17, 2014, the Board last amended the Agency’s Conflict of Interest Code.

IMPACT ON BUDGET

There is no impact on the Agency’s FY 2016/17 budget as a result of the adoption of Resolution No. 2017-2-5, for the amendments to the Agency’s Conflict of Interest Code.

JC/aw

Exhibit "A"

CONFLICT OF INTEREST CODE OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT

The Political Reform Act (Government Code Section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard Conflict of Interest Code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Inland Empire Utilities Agency, a municipal water district, replacing the Agency's current Conflict of Interest Code last amended in February 2010.

Designated employees shall file their statements of economic interest with the Inland Empire Utilities Agency, who will make the statements available for public inspection and reproduction pursuant to Government Code Section 81008. Statements for all designated employees will be retained by the Inland Empire Utilities Agency.

APPENDIX

DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES

The following positions are held by individuals involved in the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest.

DESIGNATED POSITION	DISCLOSURE CATEGORY
Members of the Board of Directors.....	1
General Counsel	1
Consultant*	1
Manager of Internal Audit.....	2, 3, 4
Agency Administration	
General Manager	1
Executive Manager of Policy Development/Assistant General Manager.....	1
Board Secretary/Office Manager.....	2, 3
Manager of External Affairs.....	2, 3, 4
Finance & Administration	
Chief Financial Officer/Assistant General Manager.....	1
Manager of Contracts & Facilities Services.....	1
Manager of Accounting & Fiscal Management	1
Manager of Business Information Services	2, 3
Manager of Human Resources	2, 3, 4
Deputy Manager of Human Resources	2, 3, 4
Engineering, Planning & Science Administration	
Executive Manager of Engineering/Assistant General Manager	1
Manager of Planning & Environmental Compliance.....	2, 3
Deputy Manager of Planning & Environmental Compliance.....	2, 3
Manager of Engineering.....	2, 3
Deputy Manager of Engineering	2, 3
Deputy Manager of Construction Management.....	2, 3
Manager of Laboratories	2, 3

Operations

Executive Manager of Operations/Assistant General Manager..... 1
Deputy Manager of Operations 2, 3
Deputy Manager of Maintenance 2, 3
Deputy Manager of Operation & Organics Management 2, 3, 4
Deputy Manager of Integrated Systems Services 2, 3, 4
Deputy Manager of Maintenance Planning..... 2, 3, 4
Deputy Manager of Technical Services 2, 3, 4

- * The Chief Executive Officer/General Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Executive Officer / General Manager is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

Designated Persons in Category “1” Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, involving entities that (1) do business or own real property within the Agency’s jurisdiction, (2) plan to do business or own real property within the Agency’s jurisdiction within the next year; or (3) or have done business or owned real property within the Agency’s jurisdiction within the past two years.

Designated Persons in Category “2” Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, from sources that provided leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Agency.

Designated Persons in Category “3” Must Report:

Persons in this category shall disclose all interests in real property located within the Agency’s jurisdiction, including property located within a two-mile radius of any property owned or used by the Agency.

Designated Persons in Category “4” Must Report:

Persons in this category shall disclose all investments and business positions in business entities, interests in real property, and income from sources involving business entities that have filed a claim, or have a claim pending against the Agency.

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The following positions are not covered by the Conflict of Interest Code because they must file under Government Code Section 87200, and therefore, are listed for informational purposes only:

- Chief Financial Officer

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

Exhibit “B”

**CONFLICT OF INTEREST CODE
OF THE INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT**

The Political Reform Act (Government Code Section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard Conflict of Interest Code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Inland Empire Utilities Agency, a municipal water district, replacing the Agency’s current Conflict of Interest Code last amended in December 2014.

Designated employees shall file their statements of economic interest with the Inland Empire Utilities Agency, who will make the statements available for public inspection and reproduction pursuant to Government Code Sections 81008 and 87500(p). Statements for all designated employees will be retained by the Inland Empire Utilities Agency.

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 Agency Administration	
General Manager	1
Executive Manager of External Affairs & Policy Development/Assistant General Manager	1
Board Secretary/Office Manager.....	2, 3
Manager of External Affairs.....	2, 3, 4
 Finance & Administration	
Chief Financial Officer/Assistant General Manager.....	1
Manager of Contracts & Facilities Services.....	1
Manager of Finance & Accounting.....	1
Manager of Business Information Services	2, 3
Manager of Human Resources	2, 3, 4
Deputy Manager of Human Resources	2, 3, 4
 Engineering, Planning & Science Administration	
Executive Manager of Engineering/Assistant General Manager.....	1
Manager of Planning & Environmental Resources.....	2, 3
Deputy Manager of Planning & Environmental Resources.....	2, 3
Manager of Engineering.....	2, 3
Deputy Manager of Engineering	2, 3
Deputy Manager of Capital Improvement Project.....	2, 3
Deputy Manager of Construction Management.....	2, 3
Manager of Laboratories	2, 3

Operations

Executive Manager of Operations/Assistant General Manager..... 1
Manager of Operations & Maintenance 2, 3
Manager of Regional Compost Authority 2, 3
Deputy Manager of Operations 2, 3
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Deputy Manager of Maintenance 2, 3, 4
Deputy Manager of Technical Services 2, 3, 4

- * The Chief Executive Officer/General Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Executive Officer/General Manager is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

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RESOLUTION NO. 2017-2-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, ADOPTING
AMENDMENTS TO THE INLAND EMPIRE UTILITIES
AGENCY'S CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act (Government Code Section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes;

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code;

WHEREAS, in December 2014, the Inland Empire Utilities Agency last amended its Conflict of Interest Code; and

WHEREAS, after public notice and hearing the Inland Empire Utilities Agency may amend its Conflict of Interest Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

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Section 1. The attached document entitled "Conflict of Interest Code of the Inland Empire Utilities Agency, a Municipal Water District" shall constitute the Conflict of Interest Code of the Inland Empire Utilities Agency, replacing the Agency's current Conflict of Interest Code, last amended in December 2014.

ADOPTED this 15th day of February 2017.

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

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

Approved as to Form:

Jean Cihigoyenetché
General Counsel

CONFLICT OF INTEREST CODE
OF THE INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT
Adopted February 15, 2017

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2017-2-5, was adopted at a regular meeting on February 15, 2017, of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer

(SEAL)

* A Municipal Water District

**CONFLICT OF INTEREST CODE
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General Manager	1
Executive Manager of External Affairs & Policy Development/Assistant General Manager.....	1
Board Secretary/Office Manager.....	2, 3
Manager of External Affairs.....	2, 3, 4
Finance & Administration	
Chief Financial Officer/Assistant General Manager.....	1
Manager of Contracts & Facilities Services.....	1
Manager of Finance & Accounting.....	1
Manager of Business Information Services	2, 3
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DISCLOSURE CATEGORIES

Designated Persons in Category “1” Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, involving entities that (1) do business or own real property within the Agency’s jurisdiction, (2) plan to do business or own real property within the Agency’s jurisdiction within the next year; or (3) or have done business or owned real property within the Agency’s jurisdiction within the past two years.

Designated Persons in Category “2” Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, from sources that provided leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Agency.

Designated Persons in Category “3” Must Report:

Persons in this category shall disclose all interests in real property located within the Agency’s jurisdiction, including property located within a two-mile radius of any property owned or used by the Agency.

Designated Persons in Category “4” Must Report:

Persons in this category shall disclose all investments and business positions in business entities, interests in real property, and income from sources involving business entities that have filed a claim, or have a claim pending against the Agency.

PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The following positions are not covered by the Conflict of Interest Code because they must file under Government Code Section 87200, and therefore, are listed for informational purposes only:

- Chief Financial Officer

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

**CONSENT
CALENDAR
ITEM**

4A



**MINUTES OF THE
JOINT MEETING OF THE
CHINO BASIN REGIONAL FINANCING AUTHORITY (CBRFA)
COMMISSIONERS
AND THE
INLAND EMPIRE UTILITIES AGENCY (IEUA)
BOARD OF DIRECTORS**

**WEDNESDAY, DECEMBER 21, 2016
9:00 A.M.**

IEUA DIRECTORS PRESENT:

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

CBRFA COMMISSIONERS PRESENT:

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

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Martha Davis, Executive Manager of Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Blanca Arambula, Deputy Manager of Human Resources
Kathryn Besser, Manager of External Affairs
Jerry Burke, Deputy Manager of Engineering
Sharmeen Bhojani, Manager of Human Resources
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Tina Cheng, Budget Officer
Jason Gu, Grants Officer
Sylvie Lee, Manager of Planning and Environmental Resources
Suresh Malkani, Principal Accountant
Jason Pivovarovff, Senior Engineer
John Scherck, Acting Deputy Manager of Engineering
Peter Soelter, Senior Internal Auditor
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Warren Green, Manager of Contracts and Facilities Services

OTHERS PRESENT:

- Doug Brown, Stradling, Attorneys at Law
- Peter Kavounas, Chino Basin Watermaster
- Kurt Berchtold, California Regional Water Quality Control Board
- Jean Cihigoyenette, JC Law Firm
- Tyler Old, PFM Group
- Edgar Tellez Foster, Chino Basin Watermaster
- Brian Thomas, PFM Group
- Debbie Harper, LSL CPAs and Advisors
- Brandon Young, LSL CPAs and Advisors
- Greg Newmark, Meyers Nave
- Scott Burton, City of Ontario
- Travis Hickey, Audit Committee Advisor

A Joint Meeting of the Chino Basin Regional Financing Authority Commissioners and Inland Empire Utilities Agency* Board of Directors was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

Vice President Camacho called the meeting to order at 9:05 a.m. and he dispenses the pledge of allegiance to the flag. A quorum was present.

Vice President Camacho stated that members of the public may address the Board. There was no one desiring to do so.

Vice President Camacho asked if there were any changes/additions/deletions to the agenda. There was no one desiring to do so.

1. MANDATORY PRESENTATION – DISCLOSURE RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS – Mr. Doug Brown, Stradling, Attorneys at Law

Mr. Brown gave a mandatory PowerPoint presentation on the disclosure responsibilities under the Federal Securities Laws and consistent with the Agency’s Policy for Disclosure Procedures adopted by the Board in May 2014. He explained that the disclosure is necessary because the Agency issues securities in the public capital markets. He highlighted the “Materiality” standard, when do disclosure rules apply, the Agency’s disclosure requirements, disclosure principles, and topics of recent Securities and Exchange Commission enforcement actions. He closed his presentation by stating that full and transparent disclosure is essential; investors must be provided all material information when making their investment decision; officials participating in the disclosure process must be in a position to know material information; when in doubt disclose; and the Agency must be vigilant in training involved officials and staff and maintaining rigorous disclosure practices.

2. ACTION ITEMS

MINUTES

Upon motion by Commissioner/Director Hofer, seconded by Commissioner/Director Parker, and unanimously carried:

M2016-12-1

MOVED, to approve the minutes from November 16, 2016, Chino Basin Regional Financing Authority meeting.

ADOPTION OF RESOLUTIONS AUTHORIZING THE ISSUANCE OF 2017A REFUNDING REVENUE BONDS AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

Chief Financial Officer Christina Valencia stated the Agency currently has the 2008A bonds, which were issued at a very high interest rate of 5%. The refinancing of these bonds has been discussed on a number of occasions. Staff had planned to request Board authorization to refinance the bonds back in November. However, at the request of our member agencies, staff pulled the item on November 16, and conducted special meetings with the Regional Technical and Regional Policy Committees. A workshop with IEUA Board was also held which focused on the refinance. As part of that discussion with our member agencies and with the Board members, staff completed a thorough analysis of various refinancing options. Chief Financial Officer Christina Valencia stated that staff will not be going over all the different options today, since they were fully vetted at the Board workshop. She stated that staff's recommendation has not changed, and is still recommending the partial refunding/cash paydown. All member agencies are supportive of using available Capital Construction Reimbursement Account (CCRA) funds that the Agency has called and has received from the member agencies. These funds are held on behalf of the Agency by member agencies in their respective CCRA account pursuant to the Regional Contract until needed to finance regional wastewater capital costs. She noted that with the assistance from Mr. Doug Brown, the Agency's bond counsel, and financing team - Tyler Old and Brian Thomas from PFM Financial Advisors, various financing structures were evaluated in order to maximize savings. She stated that to gain the most savings is to pay down the longest maturities with the available \$50 million in cash reserves. Doing so will enable us to refinance the remaining portion for 20 years versus the 22 years that are remaining on the current amortization schedule. The present value savings will vary depending on the market conditions at closing.

General Manager Joe Grindstaff acknowledged the City of Ontario, who had some concerns about this matter, had sent a letter expressing that they are willing, in the spirit of cooperation, to support us in whatever direction the Board chooses to proceed.

Director Hofer stated that he would like the City of Ontario's letter be included in the administrative record (City of Ontario letter dated December 19, 2016 is attached hereto and made a part of the record). He also mentioned that the City of Ontario specifically asked that if the cash is not used, that it be returned to the member agency CCRA accounts. Director Hofer asked the Board to consider this request.

Ms. Valencia stated the resolution is written to allow the refinancing to up to \$125 million. This provides flexibility to modify the financing structure as needed to best leverage the market. She reported the credit reviews with both Moody's and Standard & Poor's were completed and rating reports are expected in early January. She added that included in the Board packet, was a copy of the official state in substantially complete form along with copies of the Installment Purchase Agreement, between IEUA and the Chino Basin Financing Authority stating wherein IEUA is pledging net revenues, primary from the Regional Wastewater Program, to support the debt. Also included were the Indenture of Trust with US Bank, the Underwriter Agreement between IEUA and Citi, the Escrow Agreement with our trustee, US Bank, and the Continued Disclosure Certificate which ties back to today's training stating that we fully understand our obligation as staff and Board members to comply with the continuing disclosure requirements. Ms. Valencia concluded her presentation and opened it to the Board for any questions.

Upon motion by Commissioner/Director Elie, seconded by Commissioner/Director Hall, and unanimously carried:

M2016-12-2

MOVED, to:

1. The Commissioners of the Chino Basin Regional Financing Authority adopt Resolution No. 2016-8 authorizing the issuance of the Chino Basin Regional Financing Authority Refunding Revenue Bonds, Series 2017A (Inland Empire Utilities Agency) (2017A Bonds) in the principal amount not-to-exceed \$125,000,000 and approve the execution and delivery of certain documents in connection therewith and certain other matters; and
2. The Board of Directors of the Inland Empire Utilities Agency adopt Resolution No. 2016-12-2 authorizing the issuance of the Chino Basin Regional Financing Authority Refunding Revenue Bonds, Series 2017A (Inland Empire Utilities Agency) (2017A Bonds) in the principal amount not-to-exceed \$125,000,000 and approve the execution and delivery of certain documents in connection therewith and certain other matters.

With no further business, Vice-President Camacho adjourned the meeting at 9:40 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: FEBRUARY 15, 2016 (IEUA)



PAUL S. LEON
MAYOR

AL C. BOLING
CITY MANAGER

DEBRA DORST-PORADA
MAYOR PRO TEM

December 19, 2016

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

JAMES R. MILHISER
TREASURER

Board of Directors
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Dear IEUA Board of Directors,

This letter is in regards to the IEUA Board action scheduled for December 21, 2016 related to the call for funds from the contracting agencies and the 2008A revenue bond refinancing. I would like to thank IEUA for not taking action in November as originally scheduled and instead coordinating the matter through the Regional Technical and Policy Committees. While the IEUA staff recommendation has not changed, it provided an opportunity for the contracting agencies to consider and provide advice on a matter that impacts the public we serve.

The IEUA staff recommendation is to refinance \$75 million of the 2008A revenue bonds and pay down the remaining \$50 million by calling funds held by the contracting agencies (CCRA accounts). Based on the additional analysis prepared by IEUA, and taking into account lost interest earnings to the contracting agencies, paying down now only makes sense to Ontario if low interest SRF loans are secured in the future to meet the total funding need. IEUA staff has expressed high confidence that this funding source can be realized in the next several years to meet the needs of the capital replacement and expansion program funding.

One of the concerns Ontario raised was the potential for having insufficient funds in the CCRA accounts which could trigger a demand deficit call for funds under the Regional Contract. Ontario understands that IEUA has studied its capital needs and funding resources and determined that using CCRA funds now will not create or increase the need for a demand deficit call in the future.

The recommendation for authorizing up to \$125 million in refinancing indicates that IEUA may not pay down the \$50 million depending on market conditions. If this ends up being the case, Ontario expects the CCRA call funds will be returned to the contracting agencies until such time that the funds are needed for capital improvements.

IEUA staff has indicated that the CCRA funds are due December 21, 2016. Ontario does not believe the call for funds, including this due date, was made consistent with the Regional Contract. Further, it presumes a certain outcome or decision by the IEUA Board of Directors in advance of the meeting. Assuming IEUA Board action is consistent with the staff recommendation and in the spirit of cooperation, Ontario will transfer CCRA funds as soon as possible thereafter.

The City of Ontario appreciates the continued effort from IEUA on behalf of the contracting agencies. We believe that policy decisions impacting the public within Ontario and the overlapping IEUA service area are best made through this collaborative effort.

Sincerely,

A handwritten signature in black ink that reads "Jim W. Bowman". The signature is written in a cursive style with a long, sweeping underline.

Jim W. Bowman
Ontario City Council Member

c: IEUA Policy Committee
P. Joseph Grindstaff, IEUA General Manager



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

**WEDNESDAY, JANUARY 4, 2017
10:00 A.M.**

DIRECTORS PRESENT:

Steven J. Elie, President
Michael Camacho, Vice President
Jasmin A. Hall, Secretary/Treasurer
Paul Hofer (via remote teleconference per posting)
Kati Parker

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Kathleen Besser, Manager of External Affairs
Sharmeen Bhojani, Manager of Human Resources
Andrea Carruthers, Senior External Affairs Specialist
Tina Cheng, Budget Officer
Richard Mykitta, Manager of Operations & Maintenance
Craig Proctor, Source Control/Environmental Resources Supervisor
Stephanie Riley, External Affairs Analyst
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Sally Lee, Acting Executive Assistant

OTHERS PRESENT:

None

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

Vice President Camacho called the meeting to order at 10:00 a.m., and Director Elie led the pledge of allegiance to the flag. A quorum was present.

Vice President Camacho stated that members of the public may address the Board. There was no one desiring to do so.

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

ACTION ITEMS

ELECTION OF OFFICERS

General Counsel Jean Cihigoyenette stated that pursuant to the Water Code and Bylaws of the Agency, in the first meeting in January of every odd numbered year, the Agency elects officers of the Board of Directors. He stated that the positions to fill are the President, Vice President and Secretary/Treasurer. General Counsel Jean Cihigoyenette stated that candidates are nominated by members of the Board of Directors. He said that nominations do not require a second motion, and the nominees will be voted in the order in which they are nominated.

General Counsel Jean Cihigoyenette opened the nominations for the position of President of the Board.

Vice President Camacho nominated Director Elie, for the position of President of the Board.

General Counsel Jean Cihigoyenette asked if there were any other nominations for President. There were no other nominations for President. General Counsel Jean Cihigoyenette said that hearing no other nominations, he called the nomination. General Counsel Jean Cihigoyenette stated that due to Director Hofer participating in the Board meeting via teleconference, all actions by the Board require roll call pursuant to the Brown Act.

Upon nomination by: Director Camacho; and unanimously carried (5/0):

M2017-1-1

MOVED, to elect Director Steven J. Elie, for President of the Board.

With the following roll call vote:

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

General Counsel Jean Cihigoyenette opened the nominations for the position of Vice President of the Board.

President Elie nominated Director Camacho, for the position of the Vice President.

General Counsel Jean Cihigoyenette asked if there were any other nominations for Vice President. There were no other nominations for Vice-President. General Counsel Jean Cihigoyenette said that hearing no other nominations, he called the nomination.

Upon nomination by: President Elie; and unanimously carried (5/0):

M2017-1-2

MOVED, to elect Director Michael Camacho, for Vice President of the Board.

With the following roll call vote:

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

General Counsel Jean Cihigoyenetché opened the nominations for the position of Secretary/Treasurer.

Director Parker nominated Director Hall, for the position of the Secretary/Treasurer.

General Counsel Jean Cihigoyenetché asked if there were any other nominations for Secretary/Treasurer. There were no other nominations for Secretary/Treasurer. General Counsel Jean Cihigoyenetché said that hearing no other nominations, he called the nomination.

Upon nomination by: Director Parker; and unanimously carried (5/0):

M2017-1-3

MOVED, to elect Director Jasmin A. Hall, for Secretary/Treasurer of the Board.

With the following roll call vote:

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

Vice President Camacho ceremoniously passed the gavel to President Elie.

President Elie asked everyone to please join him in wishing Director Kati Parker a happy birthday.

APPOINTMENT OF A DIRECTOR TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

General Counsel Jean Cihigoyenetché stated that under the Metropolitan Water District Act, the Board of Directors are required to approve or to elect a Director/Member to the Board of the Metropolitan Water District in either two ways – The President of the Board appoints a MWD Director/Member, subject to the approval of the Board; or the Board of Directors nominates and elects a MWD Director/Member at large. He stated that if the President of the Board has an appointee to name, typically, that is how the Agency proceeded in the past, with the Board of Directors approval. It is up to the discretion of the Board.

President Elie nominated Director Camacho as the Agency's MWD representative. He further stated that Director Camacho has honorably served in this capacity for the Agency for the last six years building strong credible reputation at MWD.

Upon nomination by: Director Elie; and unanimously carried (5/0):

M2017-1-4

MOVED, to appoint Director Michael Camacho to serve as Director on the Metropolitan Water District of Southern California Board.

With the following roll call vote:

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

ADOPTION OF RESOLUTION NO. 2017-1-2, APPOINTING/REAPPOINTING AGENCY REPRESENTATIVES TO THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) COMMISSION

President Elie stated that the SAWPA Commission requires a resolution, but technically it is an appointment of the Board President. General Counsel Jean Cihigoyenetché stated that this is correct; however, the Board of Directors adopts the resolution. President Elie appointed Director Hall as the Agency's SAWPA representative, and Director Parker as the alternate.

Upon motion by Director Camacho, seconded by Director Hofer, and unanimously carried:

M2017-1-5

MOVED, to adopt by roll call vote Resolution No. 2017-1-2 appointing/re-appointing the Agency representatives to the Santa Ana Watershed Project Authority (SAWPA) Commission.

RESOLUTION NO. 2017-1-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPOINTING/RE-APPOINTING COMMISSIONERS TO THE SANTA ANA WATERSHED PROJECT AUTHORITY COMMISSION (For full text, see Resolution Book)

With the following roll call vote:

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

ADOPTION OF RESOLUTION NO. 2017-1-1, FOR THE INTERIM APPOINTMENT OF A RETIRED ANNUITANT

Manager of Human Resources Sharmeen Bhojani stated that she is asking for the adoption of a resolution which allows the Agency to appoint Ms. Martha Davis, on an interim basis, to the position of Executive Manager of External Affairs and Policy Development/Assistant General Manager. She stated that Ms. Davis retired from the Agency last month, and CalPERS requires that a retired member wait 180 days before coming back to work for a CalPERS covered employer without reinstatement from retirement. She stated that the Government Code allows for the hiring of a retiree before the 180 days have passed, if the Agency's Governing Board deems the position to be a critically needed position and adopts a certification resolution to make the appointment. Ms. Bhojani said that the adoption of this resolution will allow the Agency to appoint Ms. Davis to interim position during the recruitment process, which is currently ongoing. She further stated that under this appointment, Ms. Davis will receive the hourly rate for this position and will not receive any other benefits.

President Elie noted that Ms. Davis is significantly involved in many policies that the Agency is working on in Sacramento, and that have been going on for years. He stated that until the Agency fills her position, he would like to continue to allow staff to use her services.

Director Parker asked why it is critical.

General Manager Grindstaff responded that it is the beginning of a legislative year, and it is important that the Agency have someone stepping up immediately and being able to respond at a high level, particularly in Sacramento. He stated that Ms. Davis is heavily engaged in dealing

with these issues and meeting with people. He noted that no one has better connections or contacts than Ms. Davis, as this legislative year begins.

Director Hall asked what is the difference in Ms. Davis' role and that of a lobbyist.

General Manager Grindstaff responded that as an employee she is able to participate - for example; the Governor's Executive Order on conservation was propagated last September and the Governor's office appointed an advisory committee. He said in Southern California there were two appointments, and one of the appointments was Ms. Davis. He noted that a lobbyist could not perform in this capacity. Ms. Davis can represent the Agency in a way that a lobbyist can not.

Upon motion by Director Camacho, seconded by Director Parker, with motion carried (4/1)

M2017-1-6

MOVED, to adopt by roll call vote Resolution No. 2017-1-1, for exception to the 180-day wait period Government Code Sections 7522.56 and 21221(h); and for the interim appointment of Martha Davis, as a retired annuitant, to the position of Executive Manager of External Affairs and Policy Development/Assistant General Manager.

With the following roll call vote:

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

2. INFORMATION ITEM

IEUA BOARD OF DIRECTORS STANDING COMMITTEES

External Affairs Analyst Stephanie Riley reviewed the proposed restructure and changes to the IEUA Board of Director Standing Committees.

President Elie stated that on the proposed Finance, Audit, and Administration Committee, he is undecided if this is best to have Audit as a separate committee. He asked staff what is the purpose for the restructure of the Audit Committee.

Mr. Grindstaff responded that there have been conflicts in meeting times, as the Audit Committee meets concurrently with Public, Legislative Affairs and Water Resources Committee and staff who may want to attend both meetings cannot. He also stated that the members of the Finance, Legal and Administration Committee have been different from the members of the Audit Committee, although the Best Practices requirements are the same.

Chief Financial Officer Christina Valencia stated that for the most part, with the restructure that is being proposed, a lot of the items that were being presented to multiple committees will be eliminated, which will lessen the activity through the different committees. She stated that the GOFA practices identifies the same internal controls and financial reporting skill sets for the Audit Committee and the Finance Committee.

Discussions ensued regarding the Audit Committee. There were suggestions by the Board to have the Audit Committee remain as a separate Committee and perhaps meet separately on a different time or day. They agreed there is a benefit of having different Committee members serve on the Finance and Administration Committee and Audit Committee.

Director Hofer commented that with the amount of monies that the Agency handles, it is critical that the Audit Committee be a stand-alone committee.

Director Hall commented that there are too many action items that are included on the Board agenda as consent items. She stated that if each of the committee submits a consent item, the Board should look at how many are going to be placed on consent. If there are too many items, the Board should consider rolling it over to the next meeting, if it is not a critical issue. She stated that if the action item is presented in committee, and placed on consent at the Board level, the other Board members would have to take the time to review the Board packet, and that takes a lot of time. She asked staff to review the number of consent items and place less critical items on consent. Director Hall suggested that staff provide an executive summary highlighting the important issues for actions.

President Elie suggested that he will ask each of the committee chairs to be mindful of what they are placing on consent. He will also suggest to staff that in the interim between committee and Board meetings, a moniker that states "Recommended by the Committee who saw the presentation." President Elie further stated that he will exercise some discretion as Chair, of looking at what is on the agenda and reviewing it with the Board Secretary/Office Manager and the General Manager. He noted that it has to be balanced over time, and it won't happen overnight. President Elie encouraged all Board members if they have a question on a Board item, even if it is the night before the Board meeting, to call the General Manager.

(Director Hofer signed off from the meeting at 10:35 a.m.)

4. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no Board requested future agenda items.

5. BOARD OF DIRECTORS' COMMENTS

President Elie commented that in the next couple of weeks he is going to be looking at all the Agency representative appointments, as well as committee appointments. He stated that he will provide the Board the current slate of appointments, and he asked that the Board provide feedback on what they are interested in for both Agency representation and committees. President Elie requested comments back to him by next Wednesday (January 11).

Executive Manager of Operations Randy Lee introduced the new Manager of Operations and Maintenance, Mr. Richard Mykitta, hired on January 3, 2017.

6. CLOSED SESSION

The Board went into Closed Session at 10:45 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA, Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff, Under Negotiation: Price and Terms of Purchase; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Two (2) Cases; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit; (2) Board Secretary/Office Manager

The meeting resumed at 11:25 a.m., and General Counsel Jean Cihigoyenette stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Martin vs. IEUA, Case No. CIVRS 1000767

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board did not discuss.

Regarding Conference with Legal Counsel – Existing Litigation:

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

The Board did not discuss.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board did not discuss

Regarding Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation:

Two (2) cases

The Board did not discuss.

Regarding Personnel Matters – Public Employee Performance Evaluation

Manager of Internal Audit

The Board took no reportable action.

Regarding Personnel Matters – Public Employee Performance Evaluation

Board Secretary/Office Manager

The Board did not discuss.

With no further business, Vice President Camacho adjourned the meeting at 11:26 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: FEBRUARY 15, 2017

**MINUTES
OF THE
COMMISSION MEETING OF
THE CHINO BASIN REGIONAL FINANCING AUTHORITY
JANUARY 18, 2017**

COMMISSIONERS PRESENT:

Jasmin A. Hall, President
Steven J. Elie, Vice President
Kati Parker, Secretary
Michael Camacho

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Director Hofer (via remote teleconference)
Chris Berch, Executive Manager of Engineering/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Joshua Aguilar, Senior Engineer
Kathryn Besser, Manager of External Affairs
Sharmeen Bhojani, Manager of Human Resources
Jerry Burke, Assistant Manager of Engineering
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Warren Green, Manager of Contracts & Facility Services
Jason Gu, Grants Officer
Chien Kai Hwang, Operator-in-Training
Sally Lee, Acting Executive Assistant
Dave Mendez, Deputy Manager of Capital Improvement Projects
Richard Mykitta, Manager of Operations & Maintenance
Joshua Papas, Operator-in-Training
Jason Pivovaroff, Senior Engineer
Jesse Pompa, Senior Engineer
Craig Proctor, Source Control/Environmental Resources Supervisor
Stephanie Riley, External Affairs Analyst
Michael Rodriguez, Wastewater Treatment Plan Operator III
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Vivian Castro, CBWCD

A commission meeting of the Chino Basin Regional Financing Authority was held at the office of the Inland Empire Utilities Agency, *A Municipal Water District, 6075 Kimball Avenue Chino, California on the above date.

Vice President Hall called the meeting to order at 10:05 a.m., and Director Camacho led the pledge of allegiance. A quorum was present.

Vice President Hall stated that members of the public may address the Commission. There were no persons desiring to do so.

Vice President Hall asked if there were any additions/deletions to the agenda. There were no additions/deletions to the agenda.

General Counsel Jean Cihigoyenette announced that Commissioner Hofer is on the telephone. He is going to participate by telephone during the Regular IEUA Board meeting following this meeting, as posted; however, the Chino Basin Regional Financing Authority (CBRFA) meeting did not include a notice as required by the Brown Act, for him to participate in the CBRFA meeting by telephone. He will be exercising his first amendment right as a citizen to listen in the meeting, but he will not be able to comment or vote on any matters that come before the CBRFA.

1. ACTION ITEM

A. ELECTION OF OFFICERS

Vice President Hall turned the meeting over to General Counsel Jean Cihigoyenette, who opened the nominations for the Board's officers. General Counsel stated that every year the Commissioners elects officers of the Chino Basin Regional Financing Authority Commission. He stated that the positions include President, Vice-President, and Secretary.

He opened the nominations for President. Commissioner Camacho nominated Commissioner Hall for the office of President. Hearing no other nominations, the nominations were closed. By voice vote, Commissioner Hall was unanimously elected President of the Chino Basin Regional Financing Authority Commission.

General Counsel opened the nominations for Vice President. Commissioner Camacho nominated Commissioner Elie for office of Vice President. Hearing no other nominations, the nominations were closed. By voice vote, Commissioner Elie was unanimously elected Vice President of the Chino Basin Regional Financing Authority Commission.

General Counsel opened the nominations for Secretary. Commissioner Camacho nominated Commissioner Parker for the office of Secretary. Hearing no other nominations, the nominations were closed. By voice vote, Commissioner Parker was unanimously elected Secretary of the Chino Basin Regional Financing Authority Commission.

Upon voice vote the motion was unanimously carried:

M2017-1-1

MOVED, approval the following slate of officers:

President – Jasmin A. Hall
Vice President – Steven J. Elie
Secretary – Kati Parker

B. ADOPTION OF RESOLUTION NOS. 2017-1 THROUGH 2017-3, FOR RECHARGE MASTER PLAN UPDATE GRANT AND LOAN APPLICATIONS

Grants Officer Jason Gu stated that this item is to recommend that the Commission adopt three resolutions supporting a grant award received from the State Water Resources Control Board (SWRCB), and a State Revolving Fund (SRF) loan application for the Recharge Master Plan Update (RMPU) project. He stated the RMPU project is a joint regional project between IEUA and the Chino Basin Watermaster (CBWM), and for this reason, the application for grant loans were submitted through the Chino Basin Regional Financing Authority (CBRFA). Mr. Gu stated the SWRCB administers the 2014 Proposition 1 Water Bond, which made available \$80 million for the Storm Water Grant - Round 1. He reported that in July 2016 IEUA submitted grant an application for the RMPU project 23a, and in December 2016, a \$10 million grant award was received. He stated that IEUA also submitted a SRF loan application for the entire RMPU Project planning, design and administration through the CBRFA. Mr. Gu stated that the SWRCB required that the CBRFA adopt resolutions for both the grant and the SRF loan programs, authorizing the President of CBRFA, or designee, to sign and file financial assistance applications and execute the financial assistant agreements. He said additionally, to align with the established IEUA procedures, it is requested that the CBRFA adopt a resolution designating the Grants Officer as the Project Director to negotiate the agreement and sign grant reimbursement invoices and progress reports.

Upon motion by Commissioner Elie, seconded by Commissioner Parker, and unanimously carried:

M2017-1-2

MOVED, to:

1. Adopt Resolution No. 2017-1, authorizing the President of the Authority to sign and file a Financial Assistance Application for an assistance agreement from the State Water Resources Control Board (SWRCB) for the planning, design, and construction of the Storm Water Management Facilities;
2. Adopt Resolution No. 2017-2, authorizing the President of the Authority to sign and file the State Revolving Fund (SRF) loan application and agreement with the SWRCD for the planning and design of the Recharge Master Plan Update (RMPU) projects;
3. Adopt Resolution No. 2017-3, designating the grant Project Director; and
4. Authorize the President of the Authority to sign the Designation Letter.

With no further business, President Hall adjourned the meeting at 10:15 a.m.

Commissioner Kati Parker, CBRFA Secretary

APPROVED:



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

**WEDNESDAY, JANUARY 18, 2017
10:00 A.M.**

DIRECTORS PRESENT:

Steven J. Elie, President
Michael Camacho, Vice President
Jasmin A. Hall, Secretary/Treasurer
Paul Hofer (via remote teleconference per posting)
Kati Parker

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Joshua Aguilar, Senior Engineer
Kathryn Besser, Manager of External Affairs
Sharmeen Bhojani, Manager of Human Resources
Jerry Burke, Assistant Manager of Engineering
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Warren Green, Manager of Contracts & Facility Services
Jason Gu, Grants Officer
Chien Kai Hwang, Operator-in-Training
Sally Lee, Acting Executive Assistant
Dave Mendez, Deputy Manager of Capital Improvement Projects
Richard Mykitta, Manager of Operations & Maintenance
Joshua Papas, Operator-in-Training
Jason Pivovarov, Senior Engineer
Jesse Pompa, Senior Engineer
Craig Proctor, Source Control/Environmental Resources Supervisor
Stephanie Riley, External Affairs Analyst
Michael Rodriguez, Wastewater Treatment Plant Operator III
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Vivian Castro, CBWCD

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Elie called the meeting to order at 10:15 a.m., and Director Elie led the pledge of allegiance to the flag. A quorum was present.

President Elie stated that members of the public may address the Board. There was no one desiring to do so.

President Elie asked if there were any changes/additions/deletions to the agenda. Director Elie pulled the 1A. Public Hearing for the Adoption of IEUA Conflict of Interest Code update due to a publication error dealing with the notification. He pulled Action Item 3B, RP-2 MICROTURBINE DESIGN-BUILD CONTRACT AWARD, due to new information provided that needs to be evaluated before it could be presented to the Board for consideration.

NEW HIRE INTRODUCTIONS

Executive Manager of Operations/Assistant General Manager Randy Lee introduced the following new hires:

- Mr. Richard Mykitta, Manager of Operations & Maintenance, hired 1/3/17
- Mr. Joshua Papas, Wastewater Treatment Plant Operator-in-Training, hired 1/9/17
- Mr. Chien Kai Hwang, Wastewater Treatment Plant Operator-in-Training, hired 1/9/17
- Mr. Michael Rodriguez, Wasterwater Treatment Plant Operator, hired 1/9/17

1. PUBLIC HEARING

This item was pulled due to a posting error. The Public Hearing regarding adopting amendments to the IEUA Conflict of Interest Code will take place at the February 15, 2017, IEUA Board meeting.

2. CONSENT ITEMS

President Elie asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion.

Director Elie pulled the December 7, 2016 Board meeting from the Consent Calendar to note corrections, prior to voting.

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

M2017-1-8

MOVED, to approve the Consent Calendar.

- A. Approved the (*corrected*) minutes from the December 7, 2016 Board meeting.
- B. Approved the total disbursements for the month of November 2016, in the amount of \$12,492,332.25.
- C. The Board:
 1. Adopted Resolution No. 2017-1-5, authorizing participation in the Local Agency Investment Fund (LAIF) and designating signatories for the deposit and withdrawal of funds;

**RESOLUTION NO. 2017-1-5
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND
EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY,
CALIFORNIA, AUTHORIZING PARTICIPATION IN THE LOCAL
AGENCY INVESTMENT FUND AND DESIGNATING
SIGNATORIES FOR THE DEPOSIT AND WITHDRAWAL OF
FUNDS (for full text, see Resolution Book)**

Continued...

M2017-1-8, continued

2. Adopted Resolution No. 2017-1-6, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawal of funds;

RESOLUTION NO. 2017-1-6
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF DEPOSITORY AGREEMENTS, DEPOSITORY CARDS, DEPOSITS, TRANSFERS, CHECKS, AND WITHDRAWALS OF FUNDS *(for full text, see Resolution Book)*

3. Adopted Resolution No. 2017-1-7, authorizing and designating signatories for investment agreements, investment authorizations, and investment fund transfers to fund investment transactions; and

RESOLUTION NO. 2017-1-7
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF INVESTMENT AGREEMENTS, INVESTMENT AUTHORIZATIONS, AND INVESTMENT FUND TRANSFERS TO FUND INVESTMENT TRANSACTIONS *(for full text, see Resolution Book)*

4. Adopted Resolution No. 2017-1-8, authorizing and designating signatories for transfer documents for the movement of funds and investment securities to safekeeping with a third-party Custodian.

RESOLUTION NO. 2017-1-8
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF TRANSFER DOCUMENTS FOR THE MOVEMENT OF FUNDS AND INVESTMENT SECURITIES TO SAFEKEEPING WITH A THIRD-PARTY CUSTODIAN *(for full text, see Resolution Book)*

D. The Board:

1. Awarded the consulting engineering services contract for the RP-1 Flare Improvements Project No. EN18006, to LEE & RO, Inc., for the not-to-exceed amount of \$378,030; and
2. Authorized the General Manager to execute the contract.

E. The Board

1. Awarded a construction contract for the Headquarters Building A Parking Lot Repairs, Project No. EN16047, to W.A. Rasic Construction in the amount of \$264,138; and
2. Authorized the General Manager to execute the construction contract.

Continued...

M2017-1-8, continued

F. The Board

1. Approved the consultant contract amendment for additional design efforts for the RP-1 Improvements, Project No. EN14019 to RMC Water and Environment for the not-to-exceed amount of \$68,204; and
2. Authorized the General Manager to execute the amendment.

With the following roll call vote:

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

3. ACTION ITEMS

ADOPTION OF RESOLUTION NO. 2017-1-3 FOR SUPPORT OF THE SITES RESERVOIR PROJECT

Senior Engineer Jason Pivovaroff gave a PowerPoint presentation on the Sites Reservoir Project. He stated that staff's request is for IEUA's support of San Bernardino Valley Municipal Water District's (SBVMWD) pursuit of acquiring supplemental water from the Sites Reservoir Project. He stated that a few months back, IEUA was approached by SBVMWD with this proposal and after reviewing the project benefits and offering made by SBVMWD, it appears that supporting SBVMWD's positions aligns very well with IEUA local and watershed-wide initiatives. He stated that since 2007, State Water Project water supply deliveries from the Sacramento-San Joaquin Delta has been unreliable and continually limited into Southern California. Mr. Pivovaroff said that in response to these challenges, the CALFED Bay-Delta Program (CALFED), a cooperative Federal and State agency partnership, recommend further study of storage reservoirs located north of the Delta. He reported that the Sites Reservoir was selected as one of the preferred locations. Mr. Pivovaroff mentioned that the Sites Reservoir Project is an offstream reservoir with 1.3 to 1.8 million acre feet of storage capacity that would be filled from several diversions off the Sacramento River. He stated that the water supply benefits have been studied for years and currently estimated to be 500,000 AF per year. Mr. Pivovaroff further stated that 50% of the annual water supply benefit, which is 250,000 AF, is being reserved for public benefit purposes, and the remaining 250,000 AF is being offered for water supply purposes and will be managed to emphasize water supply during drier conditions. Mr. Pivovaroff reported that SBVMWD has begun to actively pursue agreements with the Sites Project Authority (Authority). He stated the Authority is comprised of ten Northern California water agencies and is leading the development and construction of the Sites Reservoir Project. He reported that to date, six Northern California water agencies, along with several others in the Sacramento Valley have agreed to purchase 130,000 AF of the available 250,000 AF of storage at Sites Reservoir. He stated IEUA, along with its retail and wholesale water service providers, recognize the importance of securing new supplemental water supplies for the Chino Basin and the Santa Ana River Watershed; and that supporting a program to secure additional supplemental water supplies, independent of our SWP supply would be beneficial to the region.

Brief discussions ensued regarding support, concerns, and benefits regarding this project.

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

M2017-1-8

MOVED, to adopt Resolution No. 2017-1-3 in support of San Bernardino Valley Municipal Water District's pursuit of acquiring supplemental water from the Sites Reservoir Project.

With the following roll call vote:

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

RP-2 MICROTURBINE DESIGN-BUILD CONTRACT AWARD

The RP-2 Microturbine Design-Build Contract Award was deferred until the February 2017 Board Meeting.

IEUA STANDING COMMITTEE RECOMMENDATION

External Affairs Analyst, Stephanie Riley reviewed edits and comments from the October 5, 2016 and January 4, 2017, Board Workshops on this matter.

Brief discussions ensued regarding the scheduling of the Audit Committee meeting.

Upon motion by Director Camacho, seconded by Director Hall, the motion carried:

M2017-1-9

MOVED, to approve the revised structure for the IEUA Board of Directors' standing committees.

With the following roll call vote:

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

INFORMATION ITEM

ROTATION OF BOARD OFFICERS

Director Hofer stated that he previously requested a review of the process of electing and rotating the IEUA Board officers. He feels it's good to review IEUA's by-laws from time to time. He stated that he understands that the Agency has hired a consultant to review the by-laws, and suggests that the Board of Directors participate in that review. Director Hofer said that he feels strongly about the rotation of officers to go around, to give each District representation on the Executive Board, since each Board member represents specific District, rather than being elected at-large. Director Hofer suggested that this topic be addressed further, either through an Ad Hoc Committee or at a special Board meeting to review and perhaps consult with the person that has been hired to review the Agency by-laws and rules.

General Counsel Jean Cihigoyenette stated that the current Agency by-laws were prepared in the mid-90s, and hasn't been amended since. He reminded the Board that this was discussed a couple meetings ago, regarding a project underway to prepare an Agency Administrative Handbook, and the by-laws are expected to be a part in parcel of that overall publication. He

stated that the by-laws have been forwarded to the consultant, and he has looked at the by-laws as part of this project and has determined that the by-laws look good overall. He stated, as Director Hofer notes and staff expects, at some point in time, this will be brought before the Board as staff proceeds with this project and review all of the elements of the by-laws and Administrative Handbook for Board input. He said whether the Board prefers a workshop or ad hoc committee, that is a policy decision by the Board.

President Elie stated the question to the Board is do we want to discuss the rotation of officers now, or wait until the consultant is ready.

Director Camacho suggested that the Board wait for the conclusion of the consultant's review.

General Counsel Cihigoyenette suggested that the Board ask the consultant to specifically evaluate the rotation of officers and provide a report to the Board.

President Elie noted that the existing by-laws emanates from the Water Code, therefore; the Water Code should also be reviewed and considered.

Director Parker asked when would the review project be completed. General Counsel Cihigoyenette responded possibly by the end of the year.

The Board requested that the consultant specifically evaluate the rotation of officers, conduct a survey of other like agencies' practices, and provide a report to the Board, upon the conclusion of his findings.

Director Hofer concluded by stating that there are some things that are law, and there are some things that are really a policy strictly of this Board. As a Board member, he would feel more comfortable if items that are governed by State law that cover the Board; and policy matters of this Board specifically are called out, and perhaps if clarification is required on some of the laws, to discuss how it specifically applies, as the Board continues with this issue.

BOARD COMPENSATION

General Counsel Cihigoyenette reported at this time every year, he comes before the Board to discuss Board compensation, for Board meetings, Committee meetings, and other activities of that nature that are compensable under the Ordinance. He stated that it is brought back every year, under Information Items, to establish whether or not the Board is interested in adjusting their compensation. He stated, if so, then a published Ordinance procedure is required, and if the Board declines an adjustment, then no action is required and this matter will be re-addressed the following year. General Counsel Cihigoyenette stated that the last adjustment was approved on May 21, 2014 for \$225.00. He also noted that adjustments can only increase 5% per year, and will not be in effect until the next fiscal year, which is July 1, 2017.

Director Elie commented that he was the one who initially recommended the Board compensation reduction in 2011. He stated that at the time the Agency was asking others to implement cutbacks, and he felt that the Board should follow by example.

Director Hall requested that staff conduct a Board compensation and benefit survey, to be presented to the Board at the February 15, 2017 Board meeting.

2017A REFUNDING REVENUE BONDS UPDATE

Chief Financial Officer/AGM Christina Valencia stated staff conducted some technical analysis yesterday with PFM's group and it is still looking very positive. She said that the Agency went forward with the scenario that the Board approved, which is to use the \$50 million of Capital Construction Reimbursement Account (CCRA) funds to pay down the debt. She reported that based the initial analysis from PFM on January 6, it was evident a portion of using the monies today to pay off debt will provide greatest savings. She stated that the technical analysis from PFM was to check the market to see what trades are happening and the appetite of potential

investors, the Agency's bonds in particular. Ms. Valencia reported that the Agency completed its credit rating review with Moody's and S&P. The Agency received an upgrade from S&P from AA to AA+; however, Moody's held the Agency at a Aa2 rating. She noted that PFM stated that the Agency is in a very good position, the rates are looking favorable, and there is a very narrow spread - which is good. She stated that she will provide an update tomorrow on the numbers - right now, the present value savings are estimated to be between \$20 and \$30 million. Ms. Valencia stated the Agency will be able to shorten the maturity from 22 to 20 years, and as well, and level the debt service payments. She further stated that overall there will be a cash flow savings on an annual basis for the life of the bonds.

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES

Deputy Manager Jerry Burke provided PowerPoint presentation on the Engineering and Construction Management Project Updates. He gave an update on the Water Quality Laboratory (EN15008), Declez Monitoring Well Project (EN17067), NRWS Sewer Repair (EN17014.01), 1158 Recycled Water Pump Station Upgrade (EN14042), and the RP-4 Disinfection Facility Improvements.

MWD AND DROUGHT UPDATE – STATE WATER PROJECT

Senior Engineer Jason Pivovaroff stated that in terms of December/January activities for the MWD water conditions in sales, the Department of Water Resources increased the State Water Project allocation to 45%. He stated this is due to the State snowpack levels being 154% of normal, just under 21" of water equivalent. He reported Northern Sierra precipitation is a 207% of normal at 46". He noted Northern, Central, and Southern Sierras are doing well. Mr. Pivovaroff reported that Orville water storage is at 80% capacity, and San Luis water storage is at 72% capacity.

Senior Engineer Jason Pivovaroff continued the mini-series on the overview of the California's State Water Project, focusing on Edmonston Pumping Plant.

AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

Director Hall reported that the Commission meeting agenda was routine in nature. She reported the Commission discussed IEUA Brineline Extension, and new SAWPA officers were elected – Ms. Susan Longville, Chair – Mr. Ron Sullivan, Vice Chair – Director Jasmin Hall, Secretary/Treasurer.

MWD REPORT

Director Camacho had nothing further to report.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The January meeting was cancelled. The next meeting is scheduled for February 2, 2017.

CHINO BASIN WATERMASTER REPORT

The December meeting was cancelled. The next meeting is scheduled for January 26, 2017

5. GENERAL MANAGER'S REPORT

General Manager Joseph Grindstaff reported that the Board Room will be under renovation during the month of March and April; therefore, the meetings that usually take place in the Board Room will be conducted in the Event Center. He also reported that flood control is concerned of not having enough space to perform flood responsibilities, and asked if the Agency would remove water from some of the basins, which will be done. He stated with the anticipated two storms arriving next week, we're expecting a lot of water. He reported that there are plans to release water from San Antonio Dam and diverting it into the Chino Basin. Mr. Grindstaff announced that a consultant recommended that the Agency consider a Chief Information Officer, due to the overall increase in cyber hacking. He noted that he will be bringing this item to the Board. Mr.

Grindstaff said the State Board will continue with their current conservation standards, until the Governor issues a new Executive Order.

BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

Director Hofer asked if there is a way to measure the by-passed storm water.

Director Elie asked staff to present an information item reporting how much storm water has been captured and how much has been by-passed to the February 15 Board meeting

BOARD OF DIRECTORS' COMMENTS

Director Elie reported that on January 11, he was interviewed by a reporter from KCBS/KCAL on the recent storm and its impact on the drought, which was then televised on the evening news.

CLOSED SESSION

The Board went into Closed Session at 11:25 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA, Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff, Under Negotiation: Price and Terms of Purchase C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One (1) Case; D. PURSUANT TO GOVERNMENT CODE SECTION 54956.8(d)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION: Two (2) Cases; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 - PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Board Secretary/Office Manager

The meeting resumed at 1:20 p.m., and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Martin vs. IEUA, Case No. CIVRS 1000767

The Board took no reportable action.

Regarding Conference with Legal Counsel – Existing Litigation:

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

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board did not discuss.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation:

Case #1

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation:

Case #2

The Board did not discuss.

Regarding Personnel Matters – Public Employee Performance Evaluation

Board Secretary/Office Manager

The Board took no reportable action.

With no further business, President Elie adjourned the meeting at 1:22 p.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: FEBRUARY 15, 2017


**CONSENT
CALENDAR
ITEM**


4B



Date: February 15, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (02/08/17)

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: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of December 2016, in the amount of \$21,746,279.50.

BACKGROUND

December disbursement activity includes vendor payments (check numbers 216868-217318) of \$6,821,083.08 and worker's compensation payments (check numbers 04671-04687) of \$4,275.73. The total amount of ACH and wire transfer payments is \$14,753,610.53, which includes payroll taxes in the amount of \$780,790.06. The total employee pay was \$1,709,247.61. The total pay for the Board of Directors was \$4,517.01.

Payment Type		Transactions	Total Amount
Check	Vendors	449	6,821,083.08
	Workers-Comp	17	4,275.73
	Payroll-Directors'	3	3,020.22
	Payroll-Others	136	164,289.94
Subtotal Check		605	\$6,992,668.97
ACH		180	\$4,545,626.59
Wire Transfer	Payroll-Net Pay	2	1,544,957.67
	Payroll-Directors'	1	1,496.79
	Others	14	8,661,529.48
Subtotal Wires		17	\$10,207,983.94
TOTAL		802	\$21,746,279.50

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

Vendor	Amount	Description
MWD	6,780,276.40	10/2016 Water Purchase
SWRCB	1,958,231.45	SRF Repayment #2, #12, #20
PERS	1,093,077.90	12/16 Health Ins, P/R 24,25,26 Deferred Comp
LA COUNTY SANTATION	1,067,570.82	2Q16/17 Wstwtr Trtmnt Surchg
KEMP BROTHERS	1,015,539.55	EN15008 9/2016 Pay Estimate 3
SO CALIF EDISON	722,019.52	12/2016 Electricity Usage
IRS	643,911.33	P/R 25, 26, DIR012 Taxes
IERCA	529,316.70	10/2016, 11/2016 Biosolids Billing

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149				
Acct number		CHECK 231167641				
Check						
Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
216868	2200079278	12/01/2016	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	12/07/2016
216869	2200079244	12/01/2016	USD	1,085.91	AIRGAS WEST INC PASADENA CA	12/05/2016
216870	2200079254	12/01/2016	USD	204.66	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	12/06/2016
216871	2200079275	12/01/2016	USD	3,140.00	AMP MECHANICAL INC COSTA MESA CA	12/06/2016
216872	2200079279	12/01/2016	USD	1,127.42	ASAP INDUSTRIAL SUPPLY FONTANA CA	12/07/2016
216873	2200079268	12/01/2016	USD	220.00	ATMA INC CALABASAS CA	12/14/2016
216874	2200079269	12/01/2016	USD	2,066.40	AUMA ACUATORS INC PITTSBURGH PA	12/06/2016
216875	2200079281	12/01/2016	USD	1,101.54	AUTOZONE INC ATLANTA GA	12/05/2016
216876	2200079283	12/01/2016	USD	770.20	BERLIN PACKAGING LLC CHICAGO IL	12/08/2016
216877	2200079261	12/01/2016	USD	2,944.15	BRAGG CRANE SERVICE LONG BEACH CA	12/06/2016
216878	2200079285	12/01/2016	USD	18,533.98	BUSINESS CARD WILMINGTON DE	12/05/2016
216879	2200079253	12/01/2016	USD	93.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	12/14/2016
216880	2200079236	12/01/2016	USD	19,282.00	CALIFORNIA ASSOCIATION OF SACRAMENTO CA	12/12/2016
216881	2200079284	12/01/2016	USD	10,916.63	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	12/07/2016
216882	2200079258	12/01/2016	USD	2,775.30	CAROLLO ENGINEERS INC SALT LAKE CITY UT	12/09/2016
216883	2200079267	12/01/2016	USD	8,918.00	CASC ENGINEERING AND CONSULTING COLTON CA	12/20/2016
216884	2200079293	12/01/2016	USD	21.23	CATLIN, TERRY CHINO HILLS CA	12/20/2016
216885	2200079272	12/01/2016	USD	8,431.65	CINTAS CORPORATION LOCH#150 PHOENIX AZ	12/07/2016
216886	2200079287	12/01/2016	USD	3,951.65	CITY OF CHINO CHINO CA	12/05/2016
216887	2200079249	12/01/2016	USD	24,385.79	CITY OF ONTARIO ONTARIO CA	12/06/2016
216888	2200079237	12/01/2016	USD	45.21	CITY RENTALS INC ONTARIO CA	12/13/2016
216889	2200079238	12/01/2016	USD	141.77	COLE PARMER INSTRUMENT CO CHICAGO IL	12/05/2016
216890	2200079276	12/01/2016	USD	165.75	CRB SECURITY SOLUTIONS WESTMINSTER CA	12/12/2016
216891	2200079289	12/01/2016	USD	684.75	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	12/06/2016
216892	2200079273	12/01/2016	USD	5,320.00	DAVE'S PLUMBING CHINO HILLS CA	12/06/2016
216893	2200079294	12/01/2016	USD	179.09	DAVIS, MARTHA CHINO HILLS CA	12/20/2016
216894	2200079251	12/01/2016	USD	4,934.89	DELL MARKETING L P PASADENA CA	12/05/2016
216895	2200079280	12/01/2016	USD	1,023.17	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	12/06/2016
216896	2200079240	12/01/2016	USD	2,894.46	FISHER SCIENTIFIC LOS ANGELES CA	12/05/2016
216897	2200079260	12/01/2016	USD	436.11	FLORENCE FILTER CORP COMPTON CA	12/12/2016
216898	2200079295	12/01/2016	USD	108.00	FRESQUEZ, ADRIAN CHINO HILLS CA	12/07/2016
216899	2200079191	12/01/2016	USD	849.70	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	12/06/2016
216900	2200079247	12/01/2016	USD	19,905.01	GRAINGER PALATINE IL	12/06/2016
216901	2200079241	12/01/2016	USD	290.98	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/06/2016
216902	2200079242	12/01/2016	USD	172.58	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/08/2016
216903	2200079250	12/01/2016	USD	3,888.53	INGERSOLL RAND COMPANY CHICAGO IL	12/05/2016
216904	2200079243	12/01/2016	USD	33,767.28	JOHNSON POWER SYSTEMS LOS ANGELES CA	12/05/2016
216905	2200079257	12/01/2016	USD	291.61	KONICA MINOLTA PASADENA CA	12/06/2016
216906	2200079256	12/01/2016	USD	2,573.10	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	12/06/2016
216907	2200079286	12/01/2016	USD	23,890.00	LANCE SOLL & LUNGHARD LLP BREA CA	12/14/2016
216908	2200079266	12/01/2016	USD	6,671.60	LBE & RO INC CITY OF INDUSTRY CA	12/07/2016
216909	2200079277	12/01/2016	USD	443.68	MARS ENVIRONMENTAL INC ANAHEIM CA	12/12/2016
216910	2200079259	12/01/2016	USD	7,164.92	MCMMASTER-CARR SUPPLY CO CHICAGO IL	12/05/2016
216911	2200079292	12/01/2016	USD	52.92	MEDEIROS, SHAWN CHINO HILLS CA	12/13/2016

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216915	2200079298	12/01/2016	USD	64.79	NANGIA, SAPNA CHINO HILLS CA	12/05/2016	
216916	2200079271	12/01/2016	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	12/06/2016	
216917	2200079274	12/01/2016	USD	974.07	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	12/12/2016	
216918	2200079239	12/01/2016	USD	3,819.08	OFFICE DEPOT PHOENIX AZ	12/08/2016	
216919	2200079288	12/01/2016	USD	65.27	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	12/05/2016	
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216921	2200079252	12/01/2016	USD	6,823.44	POLYDYNE INC ATLANTA GA	12/05/2016	
216922	2200079263	12/01/2016	USD	211.65	RED WING SHOE STORE CORONA CA	12/06/2016	
216923	2200079264	12/01/2016	USD	204.10	RED WING SHOE STORE FONTANA CA	12/07/2016	
216924	2200079265	12/01/2016	USD	89,800.00	REGIONAL WATER QUALITY CONTROL RIVERSIDE CA	12/15/2016	
216925	2200079296	12/01/2016	USD	158.82	SCHERCK, JOHN CHINO HILLS CA	12/08/2016	
216926	2200079290	12/01/2016	USD	340.93	SO CALIF EDISON ROSEMEAD CA	12/06/2016	
216927	2200079255	12/01/2016	USD	1,020.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	12/07/2016	
216928	2200079270	12/01/2016	USD	118,491.44	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	12/07/2016	
216929	2200079297	12/01/2016	USD	51.07	VANBREUKELLEN, ALBERT CHINO HILLS CA	12/12/2016	
216930	2200079248	12/01/2016	USD	9,630.00	WATEREUSE ASSOCIATION ALEXANDRIA VA	12/16/2016	
216931	2200079319	12/01/2016	USD	500.00	ABC TOURS AND TRANSPORTATION CARSON CA	12/12/2016	
216932	2200079323	12/01/2016	USD	300.00	ARISTIZABAL, CLAUDIA FONTANA CA	12/13/2016	
216933	2200079315	12/01/2016	USD	800.00	BRIGHTVIEW LANDSCAPES LLC ROCKVILLE MD	12/13/2016	
216934	2200079303	12/01/2016	USD	172.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	12/14/2016	
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216937	2200079317	12/01/2016	USD	12,633.06	PACIFIC COURIERS INC FULLERTON CA	12/06/2016	
216938	2200079308	12/01/2016	USD	2,016.00	PALM AUTO DETAIL INC COLTON CA	12/12/2016	
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216941	2200079305	12/01/2016	USD	1,296.00	POWER SYSTEM TESTING LIVERMORE CA	12/07/2016	
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216951	2200079316	12/01/2016	USD	350.00	TRIEPEI SMITH AND ASSOCIATES, IRVINE CA	12/15/2016	
216952	2200079314	12/01/2016	USD	24,497.13	U S BANK ST LOUIS MO	12/13/2016	
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216959	2200079354	12/08/2016	USD	1,308.01	AIRGAS WEST INC PASADENA CA	12/12/2016	
216960	2200079361	12/08/2016	USD	481.65	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	12/15/2016	
216961	2200079416	12/08/2016	USD	59.34	ASAP INDUSTRIAL SUPPLY FONTANA CA	12/14/2016	
216962	2200079420	12/08/2016	USD	77.76	AUTOZONE INC ATLANTA GA	12/14/2016	
216963	2200079469	12/08/2016	USD	180.36	BOUGHAN, ARIN CHINO HILLS CA	12/13/2016	
216964	2200079422	12/08/2016	USD	20,884.88	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	12/12/2016	
216965	2200079443	12/08/2016	USD	1,361.15	BURRTEC WASTE INDUSTRIES INC FONTANA CA	12/22/2016	
216966	2200079368	12/08/2016	USD	6,485.00	CALIF SPECIAL DISTRICTS ASSOC SACRAMENTO CA	12/15/2016	
216967	2200079404	12/08/2016	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	12/14/2016	
216968	2200079423	12/08/2016	USD	3,698.77	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	12/14/2016	
216969	2200079412	12/08/2016	USD	550.00	CALVADA SURVEYING INC CORONA CA	12/13/2016	
216970	2200079465	12/08/2016	USD	116.64	CAMPOS, JESSE CHINO HILLS CA	12/14/2016	
216971	2200079457	12/08/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	12/13/2016	
216972	2200079375	12/08/2016	USD	25,965.25	CAROLLO ENGINEERS INC SALT LAKE CITY UT	12/15/2016	
216973	2200079464	12/08/2016	USD	36.40	CARRUTHERS, ANDREA CHINO HILLS CA	12/19/2016	
216974	2200079387	12/08/2016	USD	2,161.00	CASC ENGINEERING AND CONSULTING COLTON CA	12/14/2016	
216975	2200079462	12/08/2016	USD	486.02	CATLIN, TERRY CHINO HILLS CA		
216976	2200079336	12/08/2016	USD	12,940.33	CHARLES P CROWLEY CO IRWINDALE CA	12/19/2016	
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216978	2200079401	12/08/2016	USD	5,805.58	CINTAS CORPORATION LOC#150 PHOENIX AZ	12/27/2016	
216979	2200079455	12/08/2016	USD	415.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	01/04/2017	
216980	2200079438	12/08/2016	USD	2,573.05	CITY OF CHINO CHINO CA	12/12/2016	
216981	2200079408	12/08/2016	USD	600.00	CONSTRUCTION MANAGEMENT BALTIMORE MD	12/14/2016	
216982	2200079394	12/08/2016	USD	2,943.37	CS-AMSCO HUNTINGTON BEACH CA	12/14/2016	
216983	2200079430	12/08/2016	USD	648.00	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	12/14/2016	
216984	2200079463	12/08/2016	USD	48.09	DAVIS, MARTHA CHINO HILLS CA	12/20/2016	
216985	2200079417	12/08/2016	USD	977.53	DOWNES ENERGY CORONA CA	12/13/2016	
216986	2200079360	12/08/2016	USD	1,159.95	EMEDCO INC CHICAGO IL	12/15/2016	
216987	2200079419	12/08/2016	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	12/19/2016	
216988	2200079338	12/08/2016	USD	1,314.04	FISHER SCIENTIFIC LOS ANGELES CA	12/12/2016	
216989	2200079363	12/08/2016	USD	2,956.93	FLUID COMPONENTS INTERNATIONAL SAN MARCOS CA	12/15/2016	
216990	2200079442	12/08/2016	USD	568.06	FONTANA WATER COMPANY FONTANA CA	12/14/2016	
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216995	2200079339	12/08/2016	USD	2,376.69	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/13/2016	
216996	2200079370	12/08/2016	USD	610.24	HAWTHORNE LIFT SYSTEMS LOS ANGELES CA	12/14/2016	
216997	2200079367	12/08/2016	USD	1,724.75	HI-WAY SAFETY RENTALS INC CHINO CA	12/13/2016	
216998	2200079340	12/08/2016	USD	525.40	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/16/2016	
216999	2200079374	12/08/2016	USD	726.84	IMPRESSIONS GOURMET CATERING ONTARIO CA	12/14/2016	

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217003	2200079428	12/08/2016	USD	91,220.60	JEREMY HARRIS CONSTRUCTION, INRIVERSIDE CA	12/12/2016	
217004	2200079341	12/08/2016	USD	2,752.11	JOHNSON POWER SYSTEMS LOS ANGELES CA	12/12/2016	
217005	2200079427	12/08/2016	USD	4,924.54	KAIZEN INFOSOURCE LLC PALO ALTO CA	12/19/2016	
217006	2200079411	12/08/2016	USD	437.55	LAMOTTE COMPANY CHESTERTOWN MD	12/13/2016	
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217009	2200079433	12/08/2016	USD	574.38	MANAGED MOBILE INC PLACENTIA CA	12/13/2016	
217010	2200079458	12/08/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	12/13/2016	
217011	2200079468	12/08/2016	USD	3,000.00	MCCORKELL, GREGORY CHINO HILLS CA	12/23/2016	
217012	2200079376	12/08/2016	USD	134.57	MCMASTER CARR SUPPLY CO CHICAGO IL	12/12/2016	
217013	2200079377	12/08/2016	USD	41.62	MIDPOINT BEARING ONTARIO CA	12/12/2016	
217014	2200079385	12/08/2016	USD	570.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	12/19/2016	
217015	2200079461	12/08/2016	USD	108.00	NOEL, STEVE CHINO HILLS CA	12/15/2016	
217016	2200079395	12/08/2016	USD	332.04	O RINGS AND THINGS FONTANA CA	12/15/2016	
217017	2200079466	12/08/2016	USD	496.24	O'BRIEN, MICHELLE CHINO HILLS CA	12/14/2016	
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217019	2200079439	12/08/2016	USD	298.00	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	12/12/2016	
217020	2200079456	12/08/2016	USD	430.50	PATRICK W HUNTER PHELAN CA	12/14/2016	
217021	2200079460	12/08/2016	USD	100.44	PENMAN, DAVID CHINO HILLS CA	01/10/2017	
217022	2200079453	12/08/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	12/15/2016	
217023	2200079355	12/08/2016	USD	10,594.54	PETE'S ROAD SERVICE FULLERTON CA	12/14/2016	
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217026	2200079421	12/08/2016	USD	996.75	PMC ENGINEERING LLC DANBURY CT	12/14/2016	
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217028	2200079434	12/08/2016	USD	14,879.00	PRIORITY BUILDING SERVICES LLCBREA CA	12/14/2016	
217029	2200079344	12/08/2016	USD	2,914.70	RAMONA TIRE & SERVICE CENTERS HEMET CA	12/15/2016	
217030	2200079343	12/08/2016	USD	1,248.21	RAMONA TIRE & SERVICE CENTERS ONTARIO CA	12/15/2016	
217031	2200079345	12/08/2016	USD	290.50	RAYNE WATER CONDITIONING COVINA CA	12/12/2016	
217032	2200079335	12/08/2016	USD	56.70	RBM LOCK & KEY ONTARIO CA	12/16/2016	
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217034	2200079346	12/08/2016	USD	5,384.50	RMA GROUP RANCHO CUCAMONGA CA	12/16/2016	
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217039	2200079409	12/08/2016	USD	788.50	RUTAN & TUCKER LLP COSTA MESA CA	12/13/2016	
217040	2200079406	12/08/2016	USD	261.00	SAFE-ENTRY TECHNICAL INC RANCHO CUCAMONGA CA	12/14/2016	
217041	2200079381	12/08/2016	USD	2,524.45	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/16/2016	
217042	2200079359	12/08/2016	USD	52,716.00	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA	12/22/2016	
217043	2200079410	12/08/2016	USD	1,390.00	SCREENVISION DIRECT NEW YORK NY	12/15/2016	

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217047	2200079441	12/08/2016	USD	493.95	SO CALIF GAS MONTEREY PARK CA	12/16/2016
217048	2200079396	12/08/2016	USD	55,551.75	STANTEC CONSULTING INC CHICAGO IL	12/14/2016
217049	2200079399	12/08/2016	USD	1,534.64	STEVEN ENGINEERING SAN BRUNO CA	12/13/2016
217050	2200079435	12/08/2016	USD	722.24	STORETRIEVE LLC MONTEBELLO CA	12/13/2016
217051	2200079405	12/08/2016	USD	3,367.20	SUNPOWER CORPORATION RICHMOND CA	12/13/2016
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217053	2200079384	12/08/2016	USD	42,011.14	SYSTEMS SOURCE INC IRVINE CA	12/13/2016
217054	2200079397	12/08/2016			voided by KMCCHRIS - Check not needed	12/08/2016
217055	2200079432	12/08/2016	USD	30.00	THE SHREDDERS LOS ANGELES CA	12/16/2016
217056	2200079378	12/08/2016	USD	20.00	THREE VALLEYS MWD CLAREMONT CA	12/19/2016
217057	2200079356	12/08/2016	USD	5,297.91	TRANSWEST TRUCK CENTER PASADENA CA	12/13/2016
217058	2200079372	12/08/2016	USD	150.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	12/15/2016
217059	2200079426	12/08/2016	USD	3,594.75	TRIPLEPI SMITH AND ASSOCIATES, IRVINE CA	12/15/2016
217060	2200079382	12/08/2016	USD	1,071.72	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	12/13/2016
217061	2200079379	12/08/2016	USD	135.76	U S HOSE INC ONTARIO CA	12/14/2016
217062	2200079373	12/08/2016	USD	698.91	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	12/19/2016
217063	2200079349	12/08/2016	USD	322.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	12/15/2016
217064	2200079413	12/08/2016	USD	12,552.26	UNIVERSAL PROTECTION SERVICE PASADENA CA	12/14/2016
217065	2200079392	12/08/2016	USD	1,503.40	URIMAGE BLOOMINGTON CA	12/16/2016
217066	2200079451	12/08/2016	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	12/15/2016
217067	2200079425	12/08/2016	USD	1,457.50	V3IT CONSULTING INC NAPERVILLE IL	12/13/2016
217068	2200079400	12/08/2016	USD	18,599.97	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	12/13/2016
217069	2200079380	12/08/2016	USD	609.27	VERIZON WIRELESS DALLAS TX	12/15/2016
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217072	2200079353	12/08/2016	USD	8,537.55	WEST VALLEY MOSQUITO AND ONTARIO CA	12/13/2016
217073	2200079366	12/08/2016	USD	666.00	WESTERN ANALYTICAL LABORATORIECHINO CA	12/14/2016
217074	2200079386	12/08/2016	USD	9,597.47	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	12/14/2016
217075	2200079407	12/08/2016	USD	35,311.01	WESTIN ENGINEERING INC RANCHO CORDOVA CA	12/14/2016
217076	2200079414	12/08/2016	USD	3,120.00	WORKFORCE SAFETY MURRIETA CA	12/14/2016
217077	2200079390	12/08/2016	USD	970.87	WORLDWIDE EXPRESS ALBANY NY	12/20/2016
217078	2200079389	12/08/2016	USD	4,868.15	XYLEM DEWATERING SOLUTIONS INCCHICAGO IL	12/14/2016
217079	2200079470	12/08/2016	USD	67,404.80	REYNOLDS BUICK INC WEST COVINA CA	12/12/2016
217080	2200079519	12/15/2016	USD	319.68	AIRGAS WEST INC PASADENA CA	12/20/2016
217081	2200079567	12/15/2016	USD	425.03	ALTA FOODCRAFT COFFEE ORANGE CA	12/21/2016
217082	2200079561	12/15/2016	USD	2,186.08	AMERICAN PRINTING & PROMOTIONSEASTVALE CA	12/21/2016
217083	2200079562	12/15/2016	USD	720.00	AMP MECHANICAL INC COSTA MESA CA	12/22/2016
217084	2200079571	12/15/2016	USD	917.95	AUTOZONE INC ATLANTA GA	12/27/2016
217085	2200079560	12/15/2016	USD	216.00	B STEPHEN COOPERAGE ONTARIO CA	12/20/2016
217086	2200079590	12/15/2016	USD	19.54	BERCH, CHRISTOPHER CHINO HILLS CA	
217087	2200079538	12/15/2016	USD	1,102.40	BRAGG CRANE SERVICE LONG BEACH CA	12/21/2016

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217089	2200079568	12/15/2016	USD	4,520.00	C BELOW INC CHINO CA	12/28/2016	
217090	2200079551	12/15/2016	USD	41,102.74	CAL-LIFT INC CITY OF INDUSTRY CA	12/20/2016	
217091	2200079506	12/15/2016	USD	7,118.26	CALIF ENVIRONMENTAL CONTROLS IWHITTIER CA	12/29/2016	
217092	2200079528	12/15/2016	USD	172.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	12/22/2016	
217093	2200079574	12/15/2016	USD	3,646.75	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	12/21/2016	
217094	2200079534	12/15/2016	USD	24,309.25	CAROLLO ENGINEERS INC SALT LAKE CITY UT	12/23/2016	
217095	2200079594	12/15/2016	USD	85.00	CARRUTHERS, ANDREA CHINO HILLS CA	12/19/2016	
217096	2200079559	12/15/2016	USD	2,867.00	CINTAS CORPORATION LOC#150 PHOENIX AZ	01/03/2017	
217097	2200079523	12/15/2016	USD	401.00	CITY OF ONTARIO ONTARIO CA	12/21/2016	
217098	2200079507	12/15/2016	USD	49.41	CITY RENTALS INC ONTARIO CA	12/21/2016	
217099	2200079570	12/15/2016	USD	16,377.37	CONSERV CONSTRUCTION INC MURRIETA CA	12/21/2016	
217100	2200079598	12/15/2016	USD	300.00	COOK, PATRICIA ONTARIO CA	12/22/2016	
217101	2200079508	12/15/2016	USD	1,067,570.82	COUNTY SANITATION DISTRICTS OPWHITTIER CA	12/21/2016	
217102	2200079527	12/15/2016	USD	1,794.84	DELL MARKETING I P PASADENA CA	12/20/2016	
217103	2200079531	12/15/2016	USD	230.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	12/23/2016	
217104	2200079522	12/15/2016	USD	151.16	DME INC SANTA FE SPRINGS CA	12/20/2016	
217105	2200079578	12/15/2016	USD	13,600.00	DRH2O LLC IRVINE CA	12/22/2016	
217106	2200079546	12/15/2016	USD	45,504.59	DUDEK & ASSOCIATES INC ENCINITAS CA	12/22/2016	
217107	2200079532	12/15/2016	USD	204.00	ENVIRONMENTAL CONSULTING & TESSUPERIOR WI	12/22/2016	
217108	2200079576	12/15/2016	USD	18,951.70	FERREIRA COASTAL CONSTRUCTION BRANBURG NJ	12/21/2016	
217109	2200079510	12/15/2016	USD	2,686.55	FISHER SCIENTIFIC LOS ANGELES CA	12/19/2016	
217110	2200079583	12/15/2016	USD	869.88	FLOW N CONTROL INC MONTROSE CA	12/21/2016	
217111	2200079589	12/15/2016	USD	3,402.10	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	12/21/2016	
217112	2200079525	12/15/2016	USD	316.21	GENERAL BOTTLE INC LOS ANGELES CA	12/21/2016	
217113	2200079521	12/15/2016	USD	1,785.70	GRAINGER PALATINE IL	12/20/2016	
217114	2200079596	12/15/2016	USD	33.86	HALL, JASMIN CHINO HILLS CA	12/27/2016	
217115	2200079511	12/15/2016	USD	3,339.17	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	12/21/2016	
217116	2200079512	12/15/2016	USD	1,622.63	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/27/2016	
217117	2200079524	12/15/2016	USD	251.47	HSW RR INC RANCHO CUCAMONGA CA	12/21/2016	
217118	2200079539	12/15/2016	USD	689.72	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	12/21/2016	
217119	2200079513	12/15/2016	USD	376.22	J G TUCKER & SON INC COVINA CA	12/20/2016	
217120	2200079530	12/15/2016	USD	2,705.40	KONICA MINOLTA PASADENA CA	12/21/2016	
217121	2200079597	12/15/2016	USD	73.68	LEE, SALLY H CHINO HILLS CA	12/16/2016	
217122	2200079588	12/15/2016	USD	916.29	LEVEL 3 COMMUNICATIONS LLC DENVER CO	12/21/2016	
217123	2200079545	12/15/2016	USD	4,290.13	MCCROMETER INC HEMET CA	12/28/2016	
217124	2200079563	12/15/2016	USD	2,863.37	MEYERS NAVE OAKLAND CA	12/20/2016	
217125	2200079581	12/15/2016	USD	32,390.00	NATIONAL ASSOCIATION POTOMAC FALLS VA	12/21/2016	
217126	2200079548	12/15/2016	USD	905.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	12/21/2016	
217127	2200079549	12/15/2016	USD	497.05	O I ANALYTICAL CORPORATION COLLEGE STATION TX	12/20/2016	
217128	2200079595	12/15/2016	USD	109.29	O'BRIEN, MICHELLE CHINO HILLS CA	12/21/2016	
217129	2200079509	12/15/2016	USD	803.71	OFFICE DEPOT PHOENIX AZ	12/23/2016	
217130	2200079592	12/15/2016	USD	1,768.42	OLAGUNJU, TITILAYO CHINO HILLS CA	12/22/2016	
217131	2200079584	12/15/2016	USD	2,173.94	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	12/19/2016	

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217133	2200079514	12/15/2016	USD	2,498.40	PITNEY BOWES INC PITTSBURGH PA	12/28/2016
217134	2200079579	12/15/2016	USD	353.88	POSITIVE PROMOTIONS INC NEWARK NJ	12/22/2016
217135	2200079515	12/15/2016	USD	9,946.35	RAMONA TIRE & SERVICE CENTERS HEMET CA	12/21/2016
217136	2200079516	12/15/2016	USD	2,110.00	RMA GROUP RANCHO CUCAMONGA CA	01/06/2017
217137	2200079554	12/15/2016	USD	95,453.25	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	12/21/2016
217138	2200079566	12/15/2016	USD	6,190.00	ROGERS ANDERSON MALODY & SCOTT SAN BERNARDINO CA	12/27/2016
217139	2200079517	12/15/2016	USD	4,256.72	ROYAL WHOLESALE ELECTRIC ORANGE CA	12/20/2016
217140	2200079543	12/15/2016	USD	5,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/29/2016
217141	2200079593	12/15/2016	USD	50.84	SCALERA, TYRONE CHINO HILLS CA	12/22/2016
217142	2200079564	12/15/2016	USD	50.00	SCPMA-HR LOS ANGELES CA	
217143	2200079518	12/15/2016	USD	219.11	SMART & FINAL LOS ANGELES CA	12/21/2016
217144	2200079585	12/15/2016			voided by SHEATH - Printed incorrectly	12/15/2016
217145	2200079586	12/15/2016	USD	126.57	SO CALIF GAS MONTEREY PARK CA	12/23/2016
217146	2200079556	12/15/2016	USD	6,009.50	STANTEC CONSULTING INC CHICAGO IL	12/22/2016
217147	2200079535	12/15/2016	USD	321,972.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	12/21/2016
217148	2200079536	12/15/2016	USD	11,195.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	01/03/2017
217149	2200079526	12/15/2016	USD	575.00	STATE WATER RESOURCES CNTRL BOSACRAMENTO CA	12/22/2016
217150	2200079558	12/15/2016	USD	796.05	STEVEN ENGINEERING SAN BRUNO CA	12/21/2016
217151	2200079577	12/15/2016	USD	1,060.84	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	12/20/2016
217152	2200079552	12/15/2016	USD	1,034.81	SUPPORT PRODUCT SERVICES INC MURRIETA CA	12/27/2016
217153	2200079547	12/15/2016	USD	2,042.00	SYSTEMS SOURCE INC IRVINE CA	12/20/2016
217154	2200079529	12/15/2016	USD	476.27	TELEDYNE INSTRUMENTS INC DALLAS TX	12/22/2016
217155	2200079540	12/15/2016	USD	509.76	TELEDYNE INSTRUMENTS INC DALLAS TX	12/22/2016
217156	2200079557	12/15/2016	USD	23,683.00	THE AUSTIN COMPANY CLEVELAND OH	12/20/2016
217157	2200079555	12/15/2016	USD	140.00	THE INSTITUTE OF INTERNAL AUDIORLANDO FL	12/21/2016
217158	2200079542	12/15/2016	USD	35,864.46	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	12/20/2016
217159	2200079533	12/15/2016	USD	150.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	01/04/2017
217160	2200079575	12/15/2016	USD	350.00	TRIEPEI SMITH AND ASSOCIATES, IRVINE CA	01/04/2017
217161	2200079544	12/15/2016	USD	182.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	12/20/2016
217162	2200079541	12/15/2016	USD	68.05	U S HOSE INC ONTARIO CA	12/21/2016
217163	2200079582	12/15/2016	USD	3,630.11	UNITED LABORATORIES INC ST CHARLES IL	12/21/2016
217164	2200079553	12/15/2016	USD	27.00	URIMAGE BLOOMINGTON CA	12/21/2016
217165	2200079565	12/15/2016	USD	9,476.67	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	12/20/2016
217166	2200079572	12/15/2016	USD	10,805.83	UTILIQUEST LLC ATLANTA GA	12/20/2016
217167	2200079580	12/15/2016	USD	197.31	VANTAGE TECHNOLOGY CONSULTING EL SEGUNDO CA	12/19/2016
217168	2200079587	12/15/2016	USD	444.01	VERIZON BUSINESS ALBANY NY	12/20/2016
217169	2200079550	12/15/2016	USD	11,128.26	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	12/22/2016
217170	2200079591	12/15/2016	USD	1,457.99	WITTE, ANGELA CHINO HILLS CA	12/28/2016
217171	2200079569	12/15/2016	USD	26,817.48	XYLEM WATER SOLUTIONS USA INC CHICAGO IL	12/21/2016
217173	2200079600	12/15/2016	USD	358,874.86	SO CALIF EDISON ROSEMEAD CA	12/20/2016
217174	2200079633	12/22/2016	USD	28.44	AIRGAS WEST INC PASADENA CA	12/27/2016
217175	2200079692	12/22/2016	USD	2,625.00	ALS ENVIRONMENTAL DALLAS TX	01/03/2017
217176	2200079655	12/22/2016	USD	200.00	AMERICAN ACADEMY OF ENVIRONMENANNAPOLIS MD	01/06/2017

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217179	2200079706	12/22/2016	USD	5,342.05	BURRTEC WASTE INDUSTRIES INC FONTANA CA	01/04/2017
217180	2200079690	12/22/2016	USD	22,292.14	BUSINESS CARD WILMINGTON DE	12/27/2016
217181	2200079687	12/22/2016	USD	28,625.95	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	12/28/2016
217182	2200079644	12/22/2016	USD	189.07	CALOLYMPIC SAFETY CORONA CA	12/28/2016
217183	2200079723	12/22/2016	USD	219.19	CAMACHO, MICHAEL CHINO HILLS CA	01/06/2017
217184	2200079653	12/22/2016	USD	968.00	CAREERS IN GOVERNMENT INC LOS ANGELES CA	12/29/2016
217185	2200079717	12/22/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	01/03/2017
217186	2200079672	12/22/2016	USD	2,770.12	CINTAS CORPORATION LOC#150 PHOENIX AZ	01/06/2017
217187	2200079715	12/22/2016	USD	415.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	01/04/2017
217188	2200079636	12/22/2016	USD	15,910.24	CITY OF CHINO CHINO CA	01/03/2017
217189	2200079681	12/22/2016	USD	6,405.88	DAVID WHEELER'S PEST CONTROL, NORCO CA	12/29/2016
217190	2200079700	12/22/2016	USD	164.09	DENNIS A CROW CHINO CA	01/04/2017
217191	2200079682	12/22/2016	USD	891.90	DOWN'S ENERGY CORONA CA	12/28/2016
217192	2200079724	12/22/2016	USD	117.51	ELIE, STEVE CHINO HILLS CA	12/30/2016
217193	2200079685	12/22/2016	USD	4,360.66	ENVIRONMENTAL SCIENCE ASSOCIATSAN FRANCISCO CA	12/29/2016
217194	2200079684	12/22/2016	USD	10,385.00	EUROPINS EATON ANALYTICAL, INCGRAPEVINE TX	12/28/2016
217195	2200079646	12/22/2016	USD	1,881.60	FLORENCE FILTER CORP COMPTON CA	01/03/2017
217196	2200079707	12/22/2016	USD	912.42	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	12/30/2016
217197	2200079640	12/22/2016	USD	4,657.55	GENESIS CONSTRUCTION HEMET CA	12/28/2016
217198	2200079660	12/22/2016	USD	1,890.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	01/04/2017
217199	2200079635	12/22/2016	USD	1,973.14	GRAINGER PALATINE IL	12/28/2016
217200	2200079618	12/22/2016	USD	716.04	HAAKER EQUIPMENT COMPANY LA VERNE CA	12/29/2016
217201	2200079659	12/22/2016	USD	3,330.16	HACH COMPANY CHICAGO IL	12/28/2016
217202	2200079726	12/22/2016	USD	1,034.03	HALL, JASMIN CHINO HILLS CA	12/27/2016
217203	2200079619	12/22/2016	USD	1,613.46	HARRINGTON INDUSTRIAL PLASTIC SCHINO CA	12/28/2016
217204	2200079621	12/22/2016	USD	1,500.62	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/03/2017
217205	2200079648	12/22/2016	USD	516.24	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	12/28/2016
217206	2200079711	12/22/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	12/28/2016
217207	2200079654	12/22/2016	USD	8,000.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	01/03/2017
217208	2200079670	12/22/2016	USD	5,010.00	INTEGRATED DESIGN SERVICES INCIRVINE CA	01/04/2017
217209	2200079622	12/22/2016	USD	17,385.24	J R FILANC CONSRUCTION CO. INCESCONDIDO CA	12/30/2016
217210	2200079677	12/22/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	12/28/2016
217211	2200079689	12/22/2016	USD	198,322.00	JEREMY HARRIS CONSTRUCTION, INRIVERSIDE CA	12/28/2016
217212	2200079623	12/22/2016	USD	29,468.64	JOHNSON POWER SYSTEMS LOS ANGELES CA	12/27/2016
217213	2200079719	12/22/2016	USD	67.39	KLING, WANDA CHINO HILLS CA	12/23/2016
217214	2200079641	12/22/2016	USD	241.27	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	12/30/2016
217215	2200079721	12/22/2016	USD	392.20	LETULLE, CHANDER CHINO HILLS CA	12/29/2016
217216	2200079656	12/22/2016	USD	8,533.25	LOS SERRANOS GOLF & COUNTRY CLCHINO HILLS CA	01/03/2017
217217	2200079718	12/22/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	01/03/2017
217218	2200079680	12/22/2016	USD	3,194.05	MARS ENVIRONMENTAL INC YORBA LINDA CA	01/03/2017
217219	2200079645	12/22/2016	USD	40.76	MCMASTER-CARR SUPPLY CO CHICAGO IL	12/28/2016
217220	2200079647	12/22/2016	USD	241.41	MIDPOINT BEARING ONTARIO CA	12/27/2016

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217222	2200079697	12/22/2016	USD	22,622.34	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	12/27/2016
217223	2200079722	12/22/2016	USD	104.67	O'BRIEN, MICHELLE CHINO HILLS CA	01/03/2017
217224	2200079617	12/22/2016	USD	2,110.57	OFFICE DEPOT PHOENIX AZ	12/29/2016
217225	2200079701	12/22/2016	USD	3,635.14	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	12/27/2016
217226	2200079652	12/22/2016	USD	1,836.00	PALM AUTO DETAIL INC COLTON CA	12/30/2016
217227	2200079716	12/22/2016	USD	430.50	PATRICK W HUNTER PHELAN CA	12/30/2016
217228	2200079625	12/22/2016	USD	194.24	PATTON SALES CORP ONTARIO CA	12/29/2016
217229	2200079634	12/22/2016	USD	288.32	PETE'S ROAD SERVICE FULLERTON CA	12/29/2016
217230	2200079663	12/22/2016	USD	2,742.88	PLUMBERS DEPOT INC HAWTHORNE CA	12/29/2016
217231	2200079686	12/22/2016	USD	684.95	PNC ENGINEERING LLC DANBURY CT	12/28/2016
217232	2200079639	12/22/2016	USD	2,274.48	POLYDYNE INC ATLANTA GA	01/03/2017
217233	2200079693	12/22/2016	USD	1,900.00	PRIORITY BUILDING SERVICES LLCBREA CA	12/28/2016
217234	2200079679	12/22/2016	USD	6,221.25	RAFTELIS FINANCIAL CONSULTANTSCHARLOTTE NC	01/04/2017
217235	2200079626	12/22/2016	USD	3,751.50	RMA GROUP RANCHO CUCAMONGA CA	12/28/2016
217236	2200079665	12/22/2016	USD	49,815.25	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	12/28/2016
217237	2200079642	12/22/2016	USD	6,290.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA	01/03/2017
217238	2200079627	12/22/2016	USD	93,052.00	ROYAL WHOLESALE ELECTRIC ORANGE CA	12/27/2016
217239	2200079668	12/22/2016	USD	320.38	RSD LAKE FOREST CA	12/28/2016
217240	2200079678	12/22/2016	USD	940.00	SCREENVISION DIRECT NEW YORK NY	01/04/2017
217241	2200079671	12/22/2016	USD	13,765.50	SCW CONTRACTING CORPORATION FALLBROOK CA	01/05/2017
217242	2200079702	12/22/2016	USD	260,707.39	SO CALIF EDISON ROSEMEAD CA	12/27/2016
217243	2200079703	12/22/2016	USD	85.00	SO CALIF GAS MONTEREY PARK CA	01/03/2017
217244	2200079637	12/22/2016	USD	1,941.84	SOUTH COAST AQMD DIAMOND BAR CA	01/03/2017
217245	2200079629	12/22/2016	USD	2,149.10	SOUTHWEST ALARM SERVICE UPLAND CA	01/03/2017
217246	2200079720	12/22/2016	USD	65.23	SPENDLOVE, DANNY CHINO HILLS CA	01/05/2017
217247	2200079688	12/22/2016	USD	145.80	SPORT PINS INTERNATIONAL INC UPLAND CA	01/04/2017
217248	2200079667	12/22/2016	USD	5,592.32	STANTEC CONSULTING INC CHICAGO IL	12/29/2016
217249	2200079699	12/22/2016	USD	2,250.00	STEWARTS INDUSTRIAL RADIATOR RIVERSIDE CA	01/04/2017
217250	2200079691	12/22/2016	USD	540.31	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	12/28/2016
217251	2200079666	12/22/2016	USD	1,839,740.01	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	12/29/2016
217252	2200079725	12/22/2016	USD	17.00	TE, GARY CHINO HILLS CA	12/29/2016
217253	2200079694	12/22/2016	USD	630.00	TRIBOLOGIK CORPORATION HAMMOND IN	12/28/2016
217254	2200079657	12/22/2016	USD	64,561.76	TRIMAX SYSTEMS INC BREA CA	01/04/2017
217255	2200079649	12/22/2016	USD	312.66	U S HOSE INC ONTARIO CA	12/28/2016
217256	2200079683	12/22/2016	USD	199.00	UPS PROTECTION INC ANAHEIM CA	12/29/2016
217257	2200079713	12/22/2016	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	01/03/2017
217258	2200079650	12/22/2016	USD	10,239.10	VERIZON WIRELESS DALLAS TX	12/29/2016
217259	2200079698	12/22/2016	USD	32,144.83	VIRAMONTES EXPRESS INC CORONA CA	12/29/2016
217260	2200079631	12/22/2016	USD	72.68	WAXIE SANITARY SUPPLY LOS ANGELES CA	01/04/2017
217261	2200079632	12/22/2016	USD	3,101.69	WEST VALLEY MOSQUITO AND ONTARIO CA	12/28/2016
217262	2200079662	12/22/2016	USD	67.00	WORLDWIDE EXPRESS ALBANY NY	12/28/2016
217264	2200079767	12/22/2016	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	12/29/2016
217265	2200079745	12/22/2016	USD	363.31	AIRGAS WEST INC PASADENA CA	12/27/2016

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
217266	2200079752	12/22/2016	USD	624.85	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	12/28/2016
217267	2200079783	12/22/2016	USD	1,177.94	ARELLANO, TONY CHINO HILLS CA	01/05/2017
217268	2200079775	12/22/2016	USD	187.11	AUTOZONE INC ATLANTA GA	01/04/2017
217269	2200079776	12/22/2016	USD	1,059.78	BERLIN PACKAGING LLC CHICAGO IL	12/29/2016
217270	2200079777	12/22/2016	USD	5,760.00	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	12/29/2016
217271	2200079778	12/22/2016	USD	14,332.67	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	12/29/2016
217272	2200079753	12/22/2016	USD	397.46	CALOLYMPIC SAFETY CORONA CA	12/28/2016
217273	2200079728	12/22/2016	USD	1,459.64	CALTROL INC LOS ANGELES CA	12/29/2016
217274	2200079763	12/22/2016	USD	434.39	CINTAS CORPORATION LOC#150 PHOENIX AZ	01/05/2017
217275	2200079730	12/22/2016	USD	64.58	CITY RENTALS INC ONTARIO CA	12/28/2016
217276	2200079765	12/22/2016	USD	250.00	DAVE'S PLUMBING CHINO HILLS CA	01/03/2017
217277	2200079755	12/22/2016	USD	5,064.92	DEPARTMENT OF INDUSTRIAL RELATRANCHO CORDOVA CA	12/29/2016
217278	2200079774	12/22/2016	USD	1,552.37	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	12/29/2016
217279	2200079732	12/22/2016	USD	172.98	FISHER SCIENTIFIC LOS ANGELES CA	12/29/2016
217280	2200079750	12/22/2016	USD	144.80	FONTANA HERALD NEWS FONTANA CA	12/29/2016
217281	2200079780	12/22/2016	USD	3,628.86	FOUNDATION HA ENERGY GENERATIO SAN FRANCISCO CA	
217282	2200079772	12/22/2016	USD	765.00	GHD PASADENA CA	12/30/2016
217283	2200079758	12/22/2016	USD	2,436.25	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	01/04/2017
217284	2200079748	12/22/2016	USD	16,663.36	GRAINGER PALATINE IL	12/28/2016
217285	2200079757	12/22/2016	USD	2,749.27	HACH COMPANY CHICAGO IL	12/28/2016
217286	2200079733	12/22/2016	USD	648.48	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/28/2016
217287	2200079782	12/22/2016	USD	1,059.63	HEREDIA, JOSE CHINO HILLS CA	01/05/2017
217288	2200079734	12/22/2016	USD	16.08	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/03/2017
217289	2200079781	12/22/2016	USD	45,821.31	INLAND BIOENERGY LLC FONTANA CA	12/29/2016
217290	2200079762	12/22/2016	USD	1,368.80	INTEGRATED DESIGN SERVICES INC IRVINE CA	01/04/2017
217291	2200079735	12/22/2016	USD	2,476.89	J G TUCKER & SON INC COVINA CA	12/30/2016
217292	2200079766	12/22/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	12/28/2016
217293	2200079737	12/22/2016	USD	106.66	JOHNSON POWER SYSTEMS LOS ANGELES CA	12/29/2016
217294	2200079736	12/22/2016	USD	22.54	JOHNSON POWER SYSTEMS RIVERSIDE CA	12/29/2016
217295	2200079770	12/22/2016	USD	1,250.00	KITCHELL CEM SACRAMENTO CA	12/29/2016
217296	2200079749	12/22/2016	USD	21,435.76	MARCAB COMPANY INC ONTARIO CA	
217297	2200079756	12/22/2016	USD	145.00	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	12/28/2016
217298	2200079760	12/22/2016	USD	1,759.50	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	12/28/2016
217299	2200079731	12/22/2016	USD	897.37	OFFICE DEPOT PHOENIX AZ	12/29/2016
217300	2200079759	12/22/2016	USD	740.00	OSTS INC CHINO CA	12/28/2016
217301	2200079773	12/22/2016	USD	48,949.86	PAMCO MACHINE WORKS INC RANCHO CUCAMONGA CA	12/28/2016
217302	2200079747	12/22/2016	USD	2,151.48	PETE'S ROAD SERVICE FULLERTON CA	12/29/2016
217303	2200079740	12/22/2016	USD	245.50	RAYNE WATER CONDITIONING COVINA CA	12/27/2016
217304	2200079729	12/22/2016	USD	112.40	RBM LOCK & KEY ONTARIO CA	12/29/2016
217305	2200079741	12/22/2016	USD	844.00	RMA GROUP RANCHO CUCAMONGA CA	12/28/2016
217306	2200079742	12/22/2016	USD	4,697.47	ROYAL WHOLESAL ELEC TRIC ORANGE CA	12/28/2016
217307	2200079751	12/22/2016	USD	968.22	RYAN HERCO PRODUCTS CORP PASADENA CA	12/28/2016
217308	2200079771	12/22/2016	USD	20,465.70	SINNOTT, PUBBLA, CAMPAGNE & CULOS ANGELES CA	12/29/2016
217309	2200079743	12/22/2016	USD	28.47	SMART & FINAL LOS ANGELES CA	12/30/2016

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

01/12/2017 / 14:36:01
 User: KMCCHRIS
 Page: 11

Bank						ONTARIO CA 917610000
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Bank Key		122234149				
Acct number		CHECK	231167641			
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
217310	2200079769	12/22/2016	USD	9,704.00	TERRA PAVE INC WHITTIER CA	12/29/2016
217311	2200079744	12/22/2016	USD	301.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	12/29/2016
217312	2200079768	12/22/2016	USD	4,079.46	UNIVERSAL PROTECTION SERVICE PASADENA CA	12/28/2016
217313	2200079888	12/28/2016	USD	172.48	BREIG, ANNA VICTORVILLE CA	
217314	2200079891	12/28/2016	USD	472.96	HOBBS, DIANA APPLE VALLEY CA	01/05/2017
217315	2200079889	12/28/2016	USD	472.96	HORNE, WILLIAM YUCCA VALLEY CA	01/03/2017
217316	2200079890	12/28/2016	USD	746.37	MILLER, ELMER L BLUE JAY CA	01/06/2017
217317	2200079886	12/28/2016	USD	563.72	RED WING SHOE STORE UPLAND CA	
217318	2200079887	12/28/2016	USD	2,331.60	SO CALIF EDISON ROSEMEAD CA	12/30/2016
* Payment method Check			USD	6,812,123.08		

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

01/12/2017 / 14:36:01
 User: KMCCHRIS
 Page: 12

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

Separate Check						
Check number from to	Payment	Pmt date	Crcy	Amount paid (PC)	Recipient/void reason code	Enca./void
217172	2200079537	12/15/2016	USD	2,062.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	01/03/2017
217263	2200079651	12/22/2016	USD	6,898.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	01/06/2017
* Payment method Separate Check			USD	8,960.00		

Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	6,821,083.08		

Bank		CBB	CITIZENS BUSINESS BANK			ONTARIO CA 917610000	
Bank Key		122234149					
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Checks created manually							
Check number from to	Payment	Pmt date	Cncy	Amount paid (FC)	Recipient/void reason code	Enca./void	
04671	2200079601	12/07/2016	USD	449.18	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/12/2016	
04672	2200079897	12/14/2016	USD	214.87	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/21/2016	
04673	2200079898	12/14/2016	USD	1,833.59	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/06/2017	
04674	2200079899	12/14/2016	USD	288.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/19/2016	
04675	2200079900	12/14/2016	USD	15.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/22/2016	
04676	2200079901	12/14/2016	USD	46.69	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/19/2016	
04677	2200079902	12/14/2016	USD	32.54	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/19/2016	
04678	2200079903	12/14/2016	USD	144.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/19/2016	
04679	2200079904	12/21/2016	USD	98.47	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/23/2016	
04680	2200079905	12/21/2016	USD	191.15	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/23/2016	
04681	2200079906	12/21/2016	USD	113.45	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/23/2016	
04682	2200079907	12/21/2016	USD	260.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/23/2016	
04683	2200079910	12/28/2016	USD	113.45	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/29/2016	
04684	2200079911	12/28/2016	USD	137.83	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/28/2016	
04685	2200079912	12/28/2016	USD	126.81	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/28/2016	
04686	2200079913	12/28/2016	USD	98.47	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	12/28/2016	
04687	2200080055	12/29/2016	USD	112.10	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/09/2017	
* Payment method Checks created manually			USD	4,275.73			

Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	4,275.73		

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR DECEMBER 9, 2016
PRESENTED AT BOARD MEETING ON FEBRUARY 15, 2017

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,853.39	\$1,371.88
TERRY L. CATLIN	\$3,415.25	\$1,201.71
STEVEN J. ELIE	\$2,965.25	\$446.63
JASMIN HALL	\$2,449.22	\$1,496.79
PAUL HOFER	\$0.00	\$0.00
<i>TOTALS</i>	\$12,683.11	\$4,517.01

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105895
ENDING CHECK NO.	105898
TOTAL CHECKS PROCESSED	4

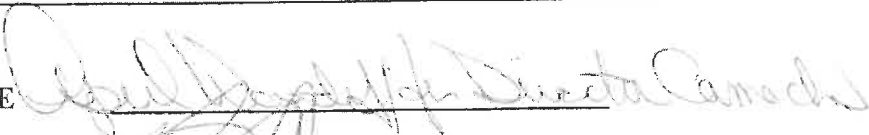
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)**

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

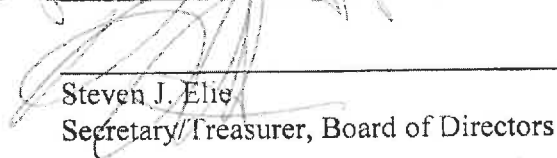
NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-16	Regional Policy Committee Mtg.	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
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			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

IEUA DIRECTOR PAYSHEET

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-16	Board Workshop	Cancelled	\$-0-
11-03-16	Southern Coalition/Inland Caucus Meeting	Yes	\$225.00
11-09-16	Public Affairs, Legislative & Water Resources Committee	Yes	\$225.00
11-09-16	Engineering, Operations and Biosolids Management Committee	Yes (same day)	\$-0-
11-12-16	Meeting with J. Brulte to discuss Agency business	Yes	\$225.00
11-16-16	IEUA Board Meeting	Yes	\$225.00
11-29-16	ACWA 2016 Fall Conference	Yes	\$225.00
11-30-16	ACWA 2016 Fall Conference	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$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 MWD BOARD**

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

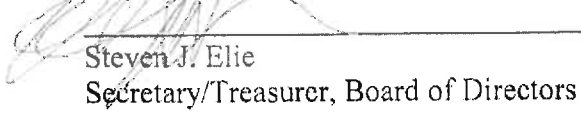
NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-01-16	OP&T Committee Telecon Update	Yes	\$225.00
11-07-16	MWD Standing Committee Mtgs	Yes	\$225.00
11-08-16	MWD Standing Committee Meetings and Board Meeting	Yes	\$225.00
11-15-16	MWD Hoover Trip Planning Meeting w/R Patras & A Woodruff	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

IEUA DIRECTOR PAYSHEET

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

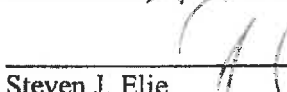
NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-16	IEUA Board Workshop	Cancelled	\$-0-
11-02-16	Calaveras County Water Facilities Tour	Yes	\$225.00
11-03-16	Calaveras County Water Facilities Tour	Yes	\$225.00
11-09-16	Engineering & Operations Committee	Yes	\$225.00
11-16-16	Board Meeting	Yes	\$225.00
11-29-16	ACWA Fall Conference	Yes	\$225.00
11-30-16	ACWA Fall Conference	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			6
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

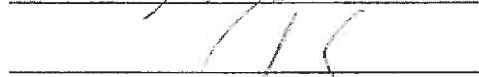
NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-01-16	SAWPA Commission Workshop	Yes	\$225.00
11-15-16	SAWPA Commission Meeting	No	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$197.82 (eff. 2/16/16))			\$225.00
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR
SIGNATURE



Approved by:


 Steven J. Elie
 Secretary/Treasurer, Board of Directors

*SAWPA will pay \$197.82 (eff. 2/16/16)) 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

NOVEMBER 2016

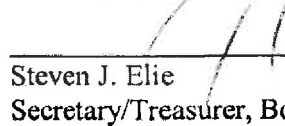
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-16	Regional Policy Committee Mtg.	No	\$-0-

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

**DIRECTOR
SIGNATURE**



Approved by:



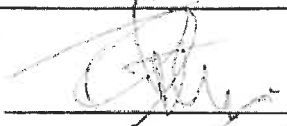
Steven J. Elie
Secretary/Treasurer, Board of Directors


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

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-16	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., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE  _____

Approved by:  _____
Steven J. Elie
Secretary/Treasurer, Board of Directors

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


**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-17-16	CBWM Advisory Cmte. Meeting	No	\$-0-
11-17-16	CBWM Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

*Decline IEUA payment portion.

IEUA DIRECTOR PAYSHEET

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-16	IEUA Board Workshop Meeting	Cancelled	\$-0-
11-02-16	Calaveras County Water Facilities Tour	Yes	\$225.00
11-03-16	Calaveras County Water Facilities Tour	Yes	\$225.00
11-08-16	NRWI Operations Committee Meeting	No	\$-0-
11-09-16	Engineering, Operation & Water Resources Committee	Yes (same day)	\$-0-
11-09-16	Public, Legislative Affairs and Water Resources Committee	Yes (same day)	\$-0-
11-09-16	Finance, Legal & Administration Committee	Yes	\$225.00
11-09-16	Board meeting	Yes	\$225.00
11-17-16	Mayor D Yates Retirement Celebration	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			7
Total No. of Meetings Paid			5

DIRECTOR
SIGNATURE

Steven J. Elie

Approved by:

[Signature]
 Michael Camacho
 Vice President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**


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


NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-01-16	CBWM Personnel Committee	Yes*	\$-0-
11-14-16	CBWM Board Agenda Review Meeting	Yes*	\$-0-
11-17-16	CBWM Advisory Committee	No	\$-0-
11-17-16	CBWM Board Meeting	Yes* (same day)	\$-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	3
Total No. of Watermaster Meetings Paid	0

*Decline IEUA portion

DIRECTOR SIGNATURE 

Approved by: 
Michael Camacho
Vice President, Board of Directors

IEUA DIRECTOR PAYSHEET

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


NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-16	IEUA Board Workshop	Cancelled	\$-0-
11-07-16	IERCA Board Meeting	Yes	\$225.00
11-09-16	Engineering, Operations & Biosolids Management Committee (Alt)	Yes	\$225.00
11-09-16	Public, Legislative Affairs & Water Resources Committee (Alt)	Yes (same day)	\$-0-
11-11-16	Meeting with Supervisor Rutherford for IER business	Yes	\$225.00
11-16-16	IEUA Board Meeting	Yes	\$225.00
11-16-16	Meeting w/S Lee, B Tan & P Cambiaso to discuss permits	Yes (staff)(same day)	\$-0-
11-18-16	AWWEE Event -Path to Power	Yes	\$225.00
11-21-16	IEUA/Fontana Business Update w/C Hays & J Sandoval	Yes	\$225.00
11-21-16	CASA Utility Leadership Committee Telemeeting	Yes (same day)	\$-0-
11-29-16	ACWA Fall Conference	Yes	\$225.00
11-30-16	ACWA Fall Conference	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00
Total No. of Meetings Attended			11
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE



Approved by:


 Michael Camacho
 Vice President, Board of Directors


DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-01-16	SAWPA Commission Workshop	Yes	\$27.18
11-15-16	SAWPA Commission Meeting	Yes	\$27.18
TOTAL REIMBURSEMENT			\$54.36
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR SIGNATURE 

Approved by: 
Michael Camacho
Vice President, Board of Directors


DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)

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

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-16	CDA Board Meeting	Yes (10 mtgs. max)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
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 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Michael Camacho
Vice President, Board of Directors

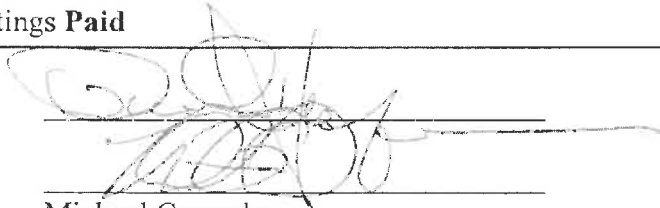
IEUA DIRECTOR PAYSHEET

PAUL HOFER
 EMPLOYEE NO. 1349
 ACCOUNT NO. 10200 110100 100000 501010

NOVEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-16	IEUA Board Workshop	Cancelled	\$-0-
11-07-16	IERCA Board meeting	Yes	
11-09-16	Finance, Legal & Administration Committee	Yes	\$-0-
11-16-16	IEUA Board meeting	Yes	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			3
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:

Michael Camacho
 Vice President, Board of Directors

Director Hofer has waived all stipend payments.

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR DECEMBER 9, 2016

PRESENTED AT BOARD MEETING ON FEBRUARY 15, 2017

GROSS PAYROLL COSTS			\$1,572,203.04
DEDUCTIONS			(\$619,499.67)
NET PAYROLL			<u>\$952,703.37</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	28586-28596 28600-28724		
TRANSACTION PROCESSED	136	357	493
AMOUNT	\$164,289.94	\$788,413.43	<u>\$952,703.37</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR DECEMBER 23, 2016

PRESENTED AT BOARD MEETING ON FEBRUARY 15, 2017

GROSS PAYROLL COSTS			\$1,286,601.01
DEDUCTIONS			(\$530,056.77)
NET PAYROLL			<u>\$756,544.24</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	357	357
AMOUNT	\$0.00	\$756,544.24	<u>\$756,544.24</u>

Check	Payee / Description	Amount
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Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 25 12/9 Taxes	HR 0048600	6,813.92
	P/R 25 12/9 Taxes	HR 0048600	58,066.90
	P/R DIR 012 12/9 Taxes	HR 0048800	354.40
	P/R 125 Sick Buy Back/CIP 12/9 Taxes	HR 0048700	828.80
	P/R 25 Taxes	P/R 25 ADJ	1,699.33
	P/R 125 Sick Buy Back/CIP 12/9 Taxes	HR 0048700	10,620.42
			- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTMS		78,383.77
Wire	INTERNAL REVENUE SERVICE		
	P/R 25 12/9 Taxes	HR 0048600	301,563.94
	P/R 125 Sick Buy Back/CIP 12/9 Taxes	HR 0048700	57,215.77
	P/R DIR 012 12/9 Taxes	HR 0048800	2,172.27
	P/R 25 Taxes	P/R 25 ADJ	4,871.31
			- - - - -
	INTERNAL REVENUE SERVICE	\$	365,823.29
Wire	BANK OF AMERICA NT&SA		
	P/R 25 12/9/16 EFT Direct Deposit	120916	788,413.43
			- - - - -
	BANK OF AMERICA NT&SA	\$	788,413.43
Wire	BANK OF AMERICA NT&SA		
	P/R 12 DIR 12/9/16 EFT Direct Deposit	120916 DIR	1,496.79
			- - - - -
	BANK OF AMERICA NT&SA	\$	1,496.79
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 26 12/23/16 Taxes	HR 0049400	53,075.26
	P/R 26 12/23/16 Taxes	P/R 26 12/23/	190.56
	P/R 26 12/23/16 Taxes	HR 0049400	5,229.14
			- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTMS		58,494.96
Wire	INTERNAL REVENUE SERVICE		
	P/R 26 12/23/16 Taxes	P/R 26 12/23/	540.67
	P/R 26 12/23/16 Taxes	HR 0049400	277,547.37
			- - - - -
	INTERNAL REVENUE SERVICE	\$	278,088.04
Wire	BANK OF AMERICA NT&SA		
	P/R 26 12/23/16 EFT Direct Deposit	122316	756,544.24
			- - - - -
	BANK OF AMERICA NT&SA	\$	756,544.24
ACH	HASCO OIL COMPANY, INC.		
	RP5-Mobil Grease XHP 222	0205781-IN	966.69
			- - - - -
	HASCO OIL COMPANY, INC.	\$	966.69
ACH	LASER LINE		
	HQB-Svc HP PS 5000,Prnthd Crrg Assy,Trln 29075		1,457.87
			- - - - -
	LASER LINE	\$	1,457.87
ACH	NAPA GENUINE PARTS COMPANY		
	15W40 Oil, Oil Filter, Hyd Fil	206990	184.72

Check	Payee / Description		Amount
	Air Filters, Oil Filter, 15W40 Oil	206991	219.55
	5 Rad Caps	206989	37.75
	NAPA GENUINE PARTS COMPANY	\$	442.02
ACH	SANTA ANA WATERSHED September 2016 Service	8940	150,681.31
	SANTA ANA WATERSHED	\$	150,681.31
ACH	UNIVAR USA INC RP1-13,210 Lbs Sodium Bisulfite	LA289098	2,859.12
	RP5-12,969 Lbs Sodium Bisulfite	LA287524	2,806.98
	RP1-13,006 Lbs Sodium Bisulfite	LA289606	2,814.90
	RP1-13,174 Lbs Sodium Bisulfite	LA288557	2,851.18
	UNIVAR USA INC	\$	11,332.18
ACH	WESTERN MUNICIPAL WATER DISTRI WR16011-10/1/16-10/31/16 217 Sprinkler N IEUA-1197		781.20
	WESTERN MUNICIPAL WATER DISTRI	\$	781.20
ACH	PARSONS WATER & INFRASTRUCTURE EN16028/EN16025-8/27-10/7 Prof Svcs	1610A716	259,333.23
	PARSONS WATER & INFRASTRUCTURES	\$	259,333.23
ACH	PEST OPTIONS INC SnSvnBsn October 2016 Weed Control Servi	266491	7,950.00
	October 2016 Weed Abatement Services	266750	2,920.48
	PEST OPTIONS INC	\$	10,870.48
ACH	SUNGARD AVAILABILITY SERVICES 9/16 Disaster Recovery Overage	120149963	100.00
	11/16 Disaster Recovery Svc	152625596	4,905.00
	8/16 Disaster Recovery Overage	120149136	75.00
	SUNGARD AVAILABILITY SERVICES	\$	5,080.00
ACH	OLIN CORP TP1-4,932 Gals Sodium Hypochlorite	2246552	2,811.24
	RP4-2,506 Gals Sodium Hypochlorite	2245247	1,428.42
	TP1-4,964 Gals Sodium Hypochlorite	2245899	2,829.48
	TP1-4,950 Gals Sodium Hypochlorite	2245246	2,821.50
	CCWRP-2,994 Gals Sodium Hypochlorite	2244993	1,706.58
	TP1-5,010 Gals Sodium Hypochlorite	2244992	2,855.70
	RP4-2,554 Gals Sodium Hypochlorite	2249140	1,455.78
	TP1-4,984 Gals Sodium Hypochlorite	2243866	2,840.88
	TP1-4,980 Gals Sodium Hypochlorite	2243236	2,838.60
	CCWRP-4,964 Gals Sodium Hypochlorite	2243237	2,829.48
	RP5-4,944 Gals Sodium Hypochlorite	2243865	2,818.08
	TP1-4,950 Gals Sodium Hypochlorite	2249139	2,821.50
	TP1-5,034 Gals Sodium Hypochlorite	2249138	2,869.38
	TP1-4,944 Gals Sodium Hypochlorite	2249137	2,818.08
	CCWRP-2,994 Gals Sodium Hypochlorite	2249136	1,706.58
	TP1-5,000 Gals Sodium Hypochlorite	2249135	2,850.00
	RP4-2,988 Gals Sodium Hypochlorite	2247170	1,703.16

Check	Payee / Description	Amount
	RP5-4,938 Gals Sodium Hypochlorite 2247169	2,814.66
	CCWRP-2,988 Gals Sodium Hypochlorite 2246553	1,703.16
	OLIN CORP \$	46,522.26
ACH	GK & ASSOCIATES INC	
	46-2054-9/16 Prof Svcs 16-064	14,560.00
	46-2054-9/16 Prof Svcs 16-063	13,440.00
	46-2054-9/16 Prof Svcs 16-062	20,496.00
	GK & ASSOCIATES INC \$	48,496.00
ACH	WEST COAST ADVISORS	
	11/16 Prof Svcs 10561	9,800.00
	WEST COAST ADVISORS \$	9,800.00
ACH	JC LAW FIRM	
	9/16 General Legal 00094	32,640.00
	JC LAW FIRM \$	32,640.00
ACH	SHELL ENERGY NORTH AMERICA LP	
	10/16 Gas Commodity-Non Core 2854246	3,706.03
	10/16 Gas Cmmnty-Core,8/16 Adj 1100002880410	286.57
	SHELL ENERGY NORTH AMERICA LP \$	3,992.60
ACH	SHELL ENERGY NORTH AMERICA LP	
	CCWRP/TP/RWPS-10/1-10/31 14950 Tlphn 7/1 2046 10/16	38,407.77
	RP1-10/1-10/31 2450 Phila St 7/1-7/31 A 2042 10/16	117,551.07
	RP2/RP5-10/1-10/31 16400 El Prado Rd 7/1 2044 10/16	7,129.37
	SHELL ENERGY NORTH AMERICA LP \$	163,088.21
ACH	Inland Empire Reg. Composting	
	8/16 O&M Expenses SAP00816-IEUA	499.09
	Inland Empire Reg. Composting \$	499.09
ACH	ICMA RETIREMENT TRUST 457	
	P/R 25 12/9 Deferred Comp HR 0048600	11,111.67
	P/R 25 12/9 Deferred Comp P/R 25 ADJ	200.00
	ICMA RETIREMENT TRUST 457 \$	11,311.67
ACH	LINCOLN NATIONAL LIFE INS CO	
	P/R 25 12/9 Deferred Comp P/R 25 ADJ	1,460.00
	P/R 25 12/9 Deferred Comp HR 0048600	18,851.30
	LINCOLN NATIONAL LIFE INS CO \$	20,311.30
ACH	ICMA RETIREMENT TRUST 401	
	P/R 25 12/9 Exec Deferred Comp HR 0048600	7,906.30
	P/R 25 12/9 Exec Deferred Comp P/R 25 ADJ	414.77
	ICMA RETIREMENT TRUST 401 \$	8,321.07
ACH	AQUA BEN CORPORATION	

Check	Payee / Description		Amount
	DAFT-6,900 Lbs Polymer 748E	35134	7,489.26
	DAFT-6,900 Lbs Polymer 748E	35103	7,489.26
	DAFT-13,800 Lbs Polymer 748E	35077	14,978.52
	DAFT-39,100 Lbs Polymer 748E	35137	42,439.14
	AQUA BEN CORPORATION	\$	72,396.18
ACH	LASER LINE Inv-Toner Cartridges	28876	637.13
	LASER LINE	\$	637.13
ACH	SANTA ANA WATERSHED October 2016 Truck Discharge	8945	4,414.03
	SANTA ANA WATERSHED	\$	4,414.03
ACH	UNIVAR USA INC RP1-12,090 Lbs Sodium Bisulfite	LA291784	2,616.76
	UNIVAR USA INC	\$	2,616.76
ACH	MARK IV COMMUNICATIONS INC Install and Connect 2 APs in New Lab	21296	1,502.83
	MARK IV COMMUNICATIONS INC	\$	1,502.83
ACH	CHINO BASIN DESALTER AUTHORITY CDA-EN16021.90-IEUA Contrib # 8 -Proj Cl RSTRCTD CNTRB		409,306.68
	CHINO BASIN DESALTER AUTHORITY	\$	409,306.68
ACH	OLIN CORP CCWRP-3,016 Gals Sodium Hypochlorite	2249877	1,719.12
	TP1-4,946 Gals Sodium Hypochlorite	2249878	2,819.22
	RP4-2,512 Gals Sodium Hypochlorite	2250489	1,431.84
	RP5-4,970 Gals Sodium Hypochlorite	2250490	2,832.90
	TP1-4,996 Gals Sodium Hypochlorite	2250947	2,847.72
	TP1-4,934 Gals Sodium Hypochlorite	2250948	2,812.38
	CCWRP-3,022 Gals Sodium Hypochlorite	2251407	1,722.54
	TP1-4,954 Gals Sodium Hypochlorite	2251408	2,823.78
	RP1-3,014 Gals Sodium Hypochlorite	2251409	1,717.98
	TP1-4,948 Gals Sodium Hypochlorite	2251704	2,820.36
	TP1-4,900 Gals Sodium Hypochlorite	2252227	2,793.00
	CCWRP-4,916 Gals Sodium Hypochlorite	2253378	2,802.12
	TP1-5,000 Gals Sodium Hypochlorite	2253918	2,850.00
	RP4-3,022 Gals Sodium Hypochlorite	2253919	1,722.54
	CCWRP-3,012 Gals Sodium Hypochlorite	2254473	1,716.84
	RP4-3,006 Gals Sodium Hypochlorite	2255302	1,713.42
	RP1-2,696 Gals Sodium Hypochlorite	2254748	1,536.72
	TP1-4,960 Gals Sodium Hypochlorite	2254747	2,827.20
	TP1-4,968 Gals Sodium Hypochlorite	2254474	2,831.76
	OLIN CORP	\$	44,341.44
ACH	KAMBRIAN CORPORATION ISS-Microsoft Skype for Business Plan 3	12749	7,117.60
	ISS-OLP Sngl Visio Std 2016 NL	12544	1,090.35

Check	Payee / Description	Amount
	KAMBRIAN CORPORATION	\$ 8,207.95
ACH	VELODYNE	
	Liquid Polymer Blending Unit 0000019872-1	55,279.81
	2 Liquid Polymer Blending Units 0000019873	111,405.35
	VELODYNE	\$ 166,685.16
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R 25 12/9 Employee Ded P/R 25 ADJ	3.00
	IEUA EMPLOYEES' ASSOCIATION	\$ 3.00
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R 25 12/9 Employee Ded HR 0048600	192.00
	IEUA EMPLOYEES' ASSOCIATION	\$ 192.00
ACH	IEUA SUPERVISORS UNION ASSOCIA	
	P/R 25 12/9 Employee Ded P/R 25 ADJ	15.00
	P/R 25 12/9 Employee Ded HR 0048600	360.00
	IEUA SUPERVISORS UNION ASSOCIA\$	375.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA	
	P/R 25 12/9 Employee Ded HR 0048600	1,144.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,144.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS	
	P/R 25 12/9 Employee Ded HR 0048600	460.00
	IEUA PROFESSIONAL EMPLOYEES ASS\$	460.00
ACH	DISCOVERY BENEFITS INC	
	P/R 25 12/9 Cafeteria Plan HR 0048600	2,832.73
	P/R 25 12/9 Cafeteria Plan P/R 25 ADJ	168.75
	DISCOVERY BENEFITS INC	\$ 3,001.48
ACH	OVIVO USA LLC	
	460 Diffuser Assys,460 Membrane Replacem 8469966	461,692.44
	OVIVO USA LLC	\$ 461,692.44
ACH	AQUA BEN CORPORATION	
	RP1-6,900 Lbs Polymer 750A 35104	9,171.92
	AQUA BEN CORPORATION	\$ 9,171.92
ACH	SANTA ANA WATERSHED	
	November 2016 Service 8951	148,999.04
	SANTA ANA WATERSHED	\$ 148,999.04
ACH	UNIVAR USA INC	
	RP5-12,820 Lbs Sodium Bisulfite LA293754	2,774.58
	UNIVAR USA INC	\$ 2,774.58

Check	Payee / Description	Amount
ACH	INVENSYS SYSTEMS INC 12/14/16-4/13/17 IA/DCS Tech Support Svc 93479781 8/14/16-12/13/16 IA/DCS Tech Support Svc 93479780 RP2-Control Processor Rpr/Rplcmnt 93479530	24,932.25 24,932.25 4,514.25 ----- \$ 54,378.75
ACH	INLAND EMPIRE REGIONAL 10/16 Biosolids 90019107 11/16 Biosolids 90019262	260,006.45 269,310.25 ----- \$ 529,316.70
ACH	PEST OPTIONS INC SnSvnBsn October 2016 Weed Control Servi 266492	105.00 ----- \$ 105.00
ACH	OLIN CORP RP4-3,006 Gals Sodium Hypochlorite 2257475 CCWRP-3,010 Gals Sodium Hypochlorite 2257473 RP5-4,930 Gals Sodium Hypochlorite 2256505 CCWRP-4,950 Gals Sodium Hypochlorite 2255933	1,713.42 1,715.70 2,810.10 2,821.50 ----- \$ 9,060.72
ACH	SAP AMERICA INC ESS-10/26-10/28 Trng-JG-BOD310 7008355450	2,010.00 ----- \$ 2,010.00
ACH	JC LAW FIRM 10/16 General Legal 00102 10/16 IEUA vs RP1 Ontario Airport Plume 00100 10/16 Watermaster 00099 10/16 Regional Contract 00105 10/16 IEUA vs Martin 00098 10/16 United Water Works vs Mike Bubalo 00104 10/16 IEUA vs SAWPA 00103 10/16 RCA Legal 00101	25,325.00 540.00 2,775.00 25,210.00 480.00 600.00 870.00 175.00 ----- \$ 55,975.00
ACH	SOLAR STAR CALIFORNIA V LLC RP1-10/1-10/31 2450 Phila St M0616-995918 RP1-10/1-10/31 2450 Phila St M0615-995917 CCWRP/TP/RWPS-10/1-10/31 14950 Telephone M0613-995915 RP5/TP5/HQA/B-10/1-10/31 6075 Kimball Av M0614-995916	2,507.27 15,507.93 10,064.66 17,411.28 ----- \$ 45,491.14
ACH	IEUA EMPLOYEES' ASSOCIATION P/R DIR 012 12/9 Employee Ded HR 0048800	12.00 ----- \$ 12.00
ACH	ICMA RETIREMENT TRUST 457 P/R 26 12/23/16 Deferred Comp P/R 26 12/23/	200.00

Check	Payee / Description	Amount
	P/R 26 12/23/16 Deferred Comp	HR 0049400 10,778.93
	ICMA RETIREMENT TRUST 457	\$ 10,978.93
ACH	LINCOLN NATIONAL LIFE INS CO	
	P/R 26 12/23/16 Deferred Comp	HR 0049400 18,906.67
	LINCOLN NATIONAL LIFE INS CO	\$ 18,906.67
ACH	ICMA RETIREMENT TRUST 401	
	P/R 26 12/23/16 Exec Deferred Comp	HR 0049400 7,629.21
	ICMA RETIREMENT TRUST 401	\$ 7,629.21
ACH	AQUA BEN CORPORATION	
	RP1-20,700 Lbs Polymer 750A	35179 27,846.63
	RP1-20,700 Lbs Polymer 750A	35226 27,846.63
	RP1-23,000 Lbs Polymer 750A	35166 30,940.70
	RP1-23,000 Lbs Polymer 750A	35071 24,964.20
	RP1-18,400 Lbs Polymer 750A	35135 27,515.76
	AQUA BEN CORPORATION	\$ 139,113.92
ACH	HASCO OIL COMPANY, INC.	
	RP5-Mobil SHC 626	0206057-IN 3,745.43
	HASCO OIL COMPANY, INC.	\$ 3,745.43
ACH	NAPA GENUINE PARTS COMPANY	
	Fuel Filters, Oil Filters	208828 124.01
	4 Napa Batteries, 4 Core Deposits	208897 1,134.78
	NAPA GENUINE PARTS COMPANY	\$ 1,258.79
ACH	SANTA ANA WATERSHED	
	Cost Sharing for SARCCUP Program	9202 31,043.00
	SANTA ANA WATERSHED	\$ 31,043.00
ACH	UNIVAR USA INC	
	CCWRP-11,376 Lbs Sodium Bisulfite	LA296624 2,462.21
	RP5-12,430 Lbs Sodium Bisulfite	LA297861 2,690.27
	TP1-12,670 Lbs Sodium Bisulfite	LA297629 2,742.15
	TP1-12,450 Lbs Sodium Bisulfite	LA297631 2,694.59
	TP1-12,660 Lbs Sodium Bisulfite	LA296464 2,739.98
	PradoLS-12,625 Lbs Sodium Bisulfite	LA296460 2,732.43
	UNIVAR USA INC	\$ 16,061.63
ACH	MARK IV COMMUNICATIONS INC	
	EN16068-11/22/16 Install Cable, Jacks	21315 967.83
	MARK IV COMMUNICATIONS INC	\$ 967.83
ACH	THATCHER COMPANY OF CALIFORNIA	
	TP4-45,160 Lbs Aluminum Sulfate	242204 3,979.32
	TP1-44,920 Lbs Aluminum Sulfate	242200 3,900.04
	TP1-44,880 Lbs Aluminum Sulfate	242198 3,940.12

Check	Payee / Description	Amount
	THATCHER COMPANY OF CALIFORNIA\$	11,819.48
ACH	CHINO BASIN DESALTER AUTHORITY	
	CDA-Pilot Testing-Biological Trmnt Rtntn 308	81,454.07
	CDA-Pilot Testing-Biological Trmnt Prcss 307	8,381.13
	CHINO BASIN DESALTER AUTHORITY\$	89,835.20
ACH	INVENSYS SYSTEMS INC	
	Inv-PH/ORP Sensors 93480617	1,684.91
	INVENSYS SYSTEMS INC \$	1,684.91
ACH	PEST OPTIONS INC	
	October 2016 GWR Weed Abatement Services 266886	5,916.00
	PEST OPTIONS INC \$	5,916.00
ACH	SUNGARD AVAILABILITY SERVICES	
	10/16 Disaster Recovery Overage 120151030	175.00
	SUNGARD AVAILABILITY SERVICES \$	175.00
ACH	OLIN CORP	
	RP5-4,922 Gals Sodium Hypochlorite 2229281	2,805.54
	RP4-2,840 Gals Sodium Hypochlorite 2261385	1,618.80
	RP5-4,966 Gals Sodium Hypochlorite 2259441	2,830.62
	RP4-2,970 Gals Sodium Hypochlorite 2259440	1,692.90
	CCWRP-4,940 Gals Sodium Hypochlorite 2258794	2,815.80
	TP1-4,966 Gals Sodium Hypochlorite 2261384	2,830.62
	TP1-4,948 Gals Sodium Hypochlorite 2260676	2,820.36
	TP1-4,990 Gals Sodium Hypochlorite 2259735	2,844.30
	TP1-4,994 Gals Sodium Hypochlorite 2258792	2,846.58
	TP1-4,942 Gals Sodium Hypochlorite 2258793	2,816.94
	TP1-4,954 Gals Sodium Hypochlorite 2257709	2,823.78
	RP5-4,970 Gals Sodium Hypochlorite 2252810	2,832.90
	CCWRP-3,006 Gals Sodium Hypochlorite 2229282	1,713.42
	TP1-4,908 Gals Sodium Hypochlorite 2257474	2,797.56
	TP1-4,954 Gals Sodium Hypochlorite 2257001	2,823.78
	TP1-4,982 Gals Sodium Hypochlorite 2255934	2,839.74
	TP1-4,974 Gals Sodium Hypochlorite 2255301	2,835.18
	OLIN CORP \$	44,588.82
ACH	GK & ASSOCIATES INC	
	46-2054-10/16 Prof Svcs 16-069	20,496.00
	46-2054-10/16 Prof Svcs 16-070	13,120.00
	46-2054-10/16 Prof Svcs 16-072	20,496.00
	46-2054-10/16 Prof Svcs 16-071	15,288.00
	GK & ASSOCIATES INC \$	69,400.00
ACH	KEMP BROS CONSTRUCTION INC	
	EN15008-11/16 Pay Est 3 PE 3-EN15008	1,015,539.55
	KEMP BROS CONSTRUCTION INC \$	1,015,539.55
ACH	SHELL ENERGY NORTH AMERICA LP	
	11/16 Gas Commodity-Non Core 2871520	463.14

Check	Payee / Description	Amount
	CCWRP/TP/RWPS-11/1-11/30 14950 Tlphn 8/1 2046 11/16	31,311.78
	SHELL ENERGY NORTH AMERICA LP \$	31,774.92
ACH	SHELL ENERGY NORTH AMERICA LP	
	RP1-11/1-11/30 2450 Phila St 8/1-8/31 A 2042 11/16	101,188.79
	RP2/RP5-11/1-11/30 16400 El Prado Rd 8/1 2044 11/16	6,153.55
	SHELL ENERGY NORTH AMERICA LP \$	107,342.34
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R 26 12/23/16 Employee Ded HR 0049400	192.00
	IEUA EMPLOYEES' ASSOCIATION \$	192.00
ACH	IEUA SUPERVISORS UNION ASSOCIA	
	P/R 26 12/23/16 Employee Ded HR 0049400	420.00
	P/R 26 12/23/16 Employee Ded P/R 26 12/23/	15.00
	IEUA SUPERVISORS UNION ASSOCIAS \$	435.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA	
	P/R 26 12/23/16 Employee Ded HR 0049400	1,169.10
	IEUA GENERAL EMPLOYEES ASSOCIAS \$	1,169.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS	
	P/R 26 12/23/16 Employee Ded HR 0049400	420.00
	P/R 26 12/23/16 Employee Ded P/R 26 12/23/	20.00
	IEUA PROFESSIONAL EMPLOYEES ASS \$	440.00
ACH	DISCOVERY BENEFITS INC	
	P/R 26 12/23/16 Cafeteria Plan 122316	106.25
	P/R 26 12/23/16 Cafeteria Plan HR 0049400	2,895.02
	DISCOVERY BENEFITS INC \$	3,001.27
ACH	AQUA BEN CORPORATION	
	RP1-16,100 Lbs Polymer 750A 35246	21,658.49
	AQUA BEN CORPORATION \$	21,658.49
ACH	LASER LINE	
	HQ-Svc HP InkJet 5000 PS, Ink Tube Assemb 29181	966.70
	HQ-Svc HP CP3525DN 29188	139.95
	LASER LINE \$	1,106.65
ACH	NAPA GENUINE PARTS COMPANY	
	Battery Bolts, Hold Down 209249	16.44
	Prestone Antifreeze 209466	138.15
	Hi Power V-Belts, Sil-Glyde Lubriccomp 209436	109.02
	NAPA GENUINE PARTS COMPANY \$	263.61
ACH	PACIFIC PARTS & CONTROLS	
	Frequency Drive Cooling Fans I409993	4,274.94

Check	Payee / Description	Amount
	PACIFIC PARTS & CONTROLS	\$ 4,274.94
ACH	AGRICULTURAL RESOURCES 1/17 Wtr Quality Consult 1/17 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES	\$ 6,000.00
ACH	PEST OPTIONS INC November 2016 GWR Weed Abatement Service 268196	5,916.00
	PEST OPTIONS INC	\$ 5,916.00
ACH	OLIN CORP RP4-3,016 Gals Sodium Hypochlorite 2262085	1,719.12
	TP1-4,958 Gals Sodium Hypochlorite 2262834	2,826.06
	TP1-4,970 Gals Sodium Hypochlorite 2263584	2,832.90
	RP5-4,950 Gals Sodium Hypochlorite 2263585	2,821.50
	RP4-2,994 Gals Sodium Hypochlorite 2263583	1,706.58
	TP1-5,016 Gals Sodium Hypochlorite 2263359	2,859.12
	RP1-2,806 Gals Sodium Hypochlorite 2263360	1,599.42
	TP1-4,956 Gals Sodium Hypochlorite 2261387	2,824.92
	RP5-4,986 Gals Sodium Hypochlorite 2262084	2,842.02
	TP1-4,930 Gals Sodium Hypochlorite 2261386	2,810.10
	CCWRP-4,882 Gals Sodium Hypochlorite 2261388	2,782.74
	CCWRP-3,014 Gals Sodium Hypochlorite 2261389	1,717.98
	OLIN CORP	\$ 29,342.46
ACH	WEST COAST ADVISORS 12/16 Prof Svcs 10589	9,800.00
	WEST COAST ADVISORS	\$ 9,800.00
ACH	KOPP ILLUSTRATION, INC. RP1-Bird's Eye View Illustration 00002100	7,500.00
	KOPP ILLUSTRATION, INC.	\$ 7,500.00
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem HEALTH PREM	472.96
	ESTRADA, JIMMIE J	\$ 472.96
ACH	LICHTI, ALICE Reim Monthly Health Prem HEALTH PREM	172.48
	LICHTI, ALICE	\$ 172.48
ACH	MORASSE, EDNA Reim Monthly Health Prem HEALTH PREM	172.48
	MORASSE, EDNA	\$ 172.48
ACH	NOWAK, THEO T Reim Monthly Health Prem HEALTH PREM	472.96
	NOWAK, THEO T	\$ 472.96
ACH	SONNENBURG, ILSE	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	172.48
	SONNENBURG, ILSE	\$ 172.48
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	172.48
	DYKSTRA, BETTY	\$ 172.48
ACH	TORRES, ROBERT G Reim Monthly Health Prem	472.96
	TORRES, ROBERT G	\$ 472.96
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	172.48
	MUELLER, CAROLYN	\$ 172.48
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	172.48
	GRIFFIN, GEORGE	\$ 172.48
ACH	CANADA, ANGELA Reim Monthly Health Prem	172.48
	CANADA, ANGELA	\$ 172.48
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	172.48
	CUPERSMITH, LEIZAR	\$ 172.48
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	300.48
	DELGADO-ORAMAS JR, JOSE	\$ 300.48
ACH	GRANGER, BRANDON Reim Monthly Health Prem	150.24
	GRANGER, BRANDON	\$ 150.24
ACH	GADDY, CHARLES L Reim Monthly Health Prem	150.24
	GADDY, CHARLES L	\$ 150.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	22.24
	BAKER, CHRIS	\$ 22.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	128.00
	WEBB, DANNY C	\$ 128.00

Check	Payee / Description	Amount
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 150.24
	HUMPHREYS, DEBORAH E	\$ 150.24
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 150.24
	MOUAT, FREDERICK W	\$ 150.24
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 128.00
	MORGAN, GARTH W	\$ 128.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 22.24
	ALLINGHAM, JACK	\$ 22.24
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 437.19
	MAZUR, JOHN	\$ 437.19
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	RUDDER, LARRY	\$ 22.24
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 128.00
	INTERLICCHIA, RANDY	\$ 128.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 128.00
	HAMILTON, MARIA	\$ 128.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.48
	PICENO, TONY	\$ 172.48
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 22.24
	RAMOS, CAROL	\$ 22.24
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 128.00
	FISHER, JAY	\$ 128.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 22.24
	KING, PATRICK	\$ 22.24

Check	Payee / Description	Amount
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 22.24
	HOWARD, ROBERT JAMES	\$ 22.24
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 128.00
	DIETZ, JUDY	\$ 128.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 150.24
	DAVIS, GEORGE	\$ 150.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 22.24
	MONZAVI, TAGHI	\$ 22.24
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.48
	PETERSEN, KENNETH	\$ 172.48
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.48
	TRAUTERMAN, HELEN	\$ 172.48
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 874.37
	TIEGS, KATHLEEN	\$ 874.37
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 772.02
	DIGGS, GEORGE	\$ 772.02
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 472.96
	HAYES, KENNETH	\$ 472.96
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 150.24
	HUNTON, STEVE	\$ 150.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 150.24
	RODRIGUEZ, LOUIS	\$ 150.24
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 573.89

Check	Payee / Description	Amount
	VARBEL, VAN	\$ 573.89
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 445.89
	CLIFTON, NEIL	\$ 445.89
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 128.00
	DELGADO, FRANCOIS	\$ 128.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 573.89
	WELLMAN, JOHN THOMAS	\$ 573.89
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 20.62
	SPEARS, SUSAN	\$ 20.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.48
	TROXEL, WYATT	\$ 172.48
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 437.19
	CORLEY, WILLIAM	\$ 437.19
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 342.34
	CALLAHAN, CHARLES	\$ 342.34
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.48
	LESNIAKOWSKI, NORBERT	\$ 172.48
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 470.34
	VER STEEG, ALLEN J	\$ 470.34
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 437.19
	HACKNEY, GARY	\$ 437.19
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	CAREL, LARRY	\$ 22.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 322.01

Check	Payee / Description	Amount
	TOL, HAROLD	\$ 322.01
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 471.54
	BANKSTON, GARY	\$ 471.54
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 128.00
	ATWATER, RICHARD	\$ 128.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 450.01
	FIESTA, PATRICIA	\$ 450.01
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 900.02
	DIGGS, JANET	\$ 900.02
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 158.95
	CARAZA, TERESA	\$ 158.95
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 472.96
	ANDERSON, JOHN	\$ 472.96
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 779.40
	SANTA CRUZ, JACQUELYN	\$ 779.40
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 22.24
	HECK, ROSELYN	\$ 22.24
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 300.48
	SOPICKI, LEO	\$ 300.48
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 322.01
	HERNANDEZ, BENJAMIN	\$ 322.01
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 128.00
	GOSE, ROSEMARY	\$ 128.00
ACH	KEHL, BARRETT	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 128.00
	KEHL, BARRETT	\$ 128.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 128.00
	RITCHIE, JANN	\$ 128.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 445.89
	LONG, ROCKWELL DEE	\$ 445.89
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 128.00
	FATTAHI, MIR	\$ 128.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 300.48
	VERGARA, FLORENTINO	\$ 300.48
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 172.48
	WARMAN, RALPH	\$ 172.48
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 175.48
	ROGERS, SHIRLEY	\$ 175.48
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 286.95
	WALL, DAVID	\$ 286.95
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 150.24
	CHUNG, MICHAEL	\$ 150.24
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 172.48
	ADAMS, PAMELA	\$ 172.48
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 1,019.78
	BLASINGAME, MARY	\$ 1,019.78
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 22.24
	ANDERSON, KENNETH	\$ 22.24

Check	Payee / Description	Amount
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 22.24
	MOE, JAMES	\$ 22.24
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 746.06
	POLACEK, KEVIN	\$ 746.06
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 286.95
	ELROD, SONDR	\$ 286.95
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 171.77
	FRAZIER, JACK	\$ 171.77
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	HOAK, JAMES	\$ 128.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 171.77
	DEZHAM, PARIVASH	\$ 171.77
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 158.95
	FOLEY III, DANIEL J.	\$ 158.95
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	CLEVELAND, JAMES	\$ 128.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 238.70
	LANGNER, CAMERON	\$ 238.70
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 158.95
	HAMILTON, LEANNE	\$ 158.95
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 128.00
	HOOSHMAND, RAY	\$ 128.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 128.00
	SCHLAPKOHL, JACK	\$ 128.00

Check	Payee / Description	Amount
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 171.77
	POOLE, PHILLIP	\$ 171.77
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 150.24
	ADAMS, BARBARA	\$ 150.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 481.35
	RUESCH, GENECE	\$ 481.35
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 471.54
	VANDERPOOL, LARRY	\$ 471.54
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 573.89
	AMBROSE, JEFFREY	\$ 573.89
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 286.95
	MERRILL, DIANE	\$ 286.95
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 620.58
	HOUSER, ROD	\$ 620.58
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 158.95
	RUSSO, VICKI	\$ 158.95
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 445.89
	HUSS, KERRY	\$ 445.89
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 618.06
	BINGHAM, GREGG	\$ 618.06
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 128.00
	CHARLES, DAVID	\$ 128.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 128.00

Check	Payee / Description	Amount
	YEBOAH, ERNEST	\$ 128.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 185.89
	ALVARADO, ROSEMARY	\$ 185.89
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 128.00
	BARELA, GEORGE	\$ 128.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 25 12/9 Deferred Comp Ded	HR 0048600 17,652.37
	PUBLIC EMPLOYEE'S RETIREMENT S\$	17,652.37
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 24 11/23 Emp (er)/(ee)	112316 8,414.97
	P/R 24 11/23 PERS	HR 0048300 260,255.69
	PUBLIC EMPLOYEES RETIREMENT SY\$	268,670.66
Wire	PUBLIC EMPLOYEES' RETIREMENT S 12/16 Health Ins-Retirees,Board,Employee 2163 12/16	239,785.69
	PUBLIC EMPLOYEES' RETIREMENT S\$	239,785.69
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 25 12/9 PERS	HR 0048600 270,632.63
	P/R 25 12/9 PERS	P/R 25 ADJ 8,116.37
	PUBLIC EMPLOYEES RETIREMENT SY\$	278,749.00
Wire	STATE DISBURSEMENT UNIT P/R 25 12/9	HR 0048600 1,145.06
	P/R 25 12/9	HR 0048600 198.00
	STATE DISBURSEMENT UNIT	\$ 1,343.06
Wire	STATE BOARD OF EQUALIZATION 11/16 Sales Tax Deposit	23784561 11/1 4,699.00
	STATE BOARD OF EQUALIZATION	\$ 4,699.00
Wire	STATE DISBURSEMENT UNIT P/R 26 12/23/16	HR 0049400 1,145.06
	P/R 26 12/23/16	HR 0049400 198.00
	STATE DISBURSEMENT UNIT	\$ 1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 26 12/23/16 Deferred Comp Ded	HR 0049400 16,740.34
	PUBLIC EMPLOYEE'S RETIREMENT S\$	16,740.34
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 26 12/23/16 PERS	P/R 26 12/23/ 1,437.50
	P/R 26 12/23/16 PERS	P/R 26 12/23 68.53

Check	Payee / Description	Amount
	P/R 26 12/23/16 PERS HR 0049400	269,973.81
	PUBLIC EMPLOYEES RETIREMENT SYS	271,479.84
Wire	METROPOLITAN WATER DISTRICT October 2016 Water Purchase 8838	6,780,276.40
	METROPOLITAN WATER DISTRICT \$	6,780,276.40

Grand Total Payment Amount: \$ 14,753,610.53


**CONSENT
CALENDAR
ITEM**


4C


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations and Water Resources Committee (02/08/2017)

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: Master Service Contracts Awards for the Development of Water Resources
and the Integrated Water Resources Plan

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award Master Service Contracts (Nos. 4600002275 through 4600002282) to the firms identified below for a two-year contract (two-year with two, one-year options to extend) to provide professional engineering and financial services for the development of water resources and the Integrated Water Resources Plan;
 - No.4600002275 to Arcadis U.S., Inc.
 - No.4600002276 to CH2M HILL Engineers, Inc.
 - No.4600002277 to Carollo Engineers, Inc.
 - No.4600002280 to Kennedy/Jenks Consultants
 - No.4600002278 to Thomas Harder & Co., Inc
 - No.4600002282 to Daniel B. Stephens & Associates. Inc.
 - No.4600002281 to INTERA Incorporated
 - No.4600002279 to Michael Baker International
2. Increase the General Manager's authority set by Ordinance 101 to approve and execute task orders in the amount of not-to-exceed \$250,000 for services rendered under this project;
3. Authorize the Master Service Contracts of not-to-exceed \$3,000,000; and

4. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Service Contracts.

BACKGROUND

Through a collaborative process, the Inland Empire Utilities Agency (IEUA) and the retail water service providers recently developed the first Integrated Water Resources Plan (IRP) for the Chino Basin region. This is the first time the combined planning efforts went beyond the development of individual and regional Urban Water Management Plans. The goals of the IRP were to integrate and update past water resource planning efforts in a focused and holistic manner with the collective goal of improving the long-term management of water resources within the region.

Although this was the first IRP developed for the region, four prior foundational master plans collectively functioned as the region's IRP. These historical documents illustrated how, since 2000, the region has recognized the increasing uncertain future of imported water supply and the importance of developing local water supply sources. These foundational documents include:

- Optimum Basin Management Plan (2000, Chino Basin Watermaster)
- Recycled Water System Feasibility Study (2002, 2005, 2015)
- Wastewater Facilities Master Plan (2002, 2015)
- Urban Water Management Plan (2005, 2010 and 2015)

During the recent development of the IRP, the region, along with other retail and wholesale water agencies within the larger Santa Ana River Watershed, collaborated to develop its first watershed-wide conjunctive use program. The Santa Ana River Conservation and Conjunctive Use Project (SARCCUP) is a watershed-wide program that will improve the Santa Ana River Watershed's water supply resiliency through development of additional dry-year yield supply. The primary goal of the conjunctive use element is to maximize the development and use of imported water supply and to conjunctively manage local and imported water supplies in such a way to increase reliability and resilience.

To facilitate the movement of water for SARCCUP in the Chino Basin, IEUA and its retail water service providers would like to evaluate the feasibility of developing and potentially implementing a water bank to store groundwater in the Chino Basin. In concept, the water bank would offer a predefined amount of groundwater storage available to SARCCUP and other retail and wholesale water agencies. The goal of the water bank would be to develop a new source of groundwater supply managed under a coordinated storage and recovery program that would provide local, regional and statewide benefits.

IEUA, working in partnership with its retail water service providers desire to award Master Service Contracts to qualified consultants to help further evaluate how these ongoing regional and watershed-wide planning efforts can be integrated into the region and the Chino Basin water management goals, activities and programs. On November 10, 2016, IEUA issued a Request for Proposal (RFP) to invite consultants to provide various water resources planning services on an on-call basis through issuance of project-specific task orders for work within the following technical categories:

- Technical Category 1 – Integrated Water Resources Management: provide conceptual and design services, hydraulic and nutrient modeling and assistance in grant applications for water supply projects and facilities.
- Technical Category 2 – Groundwater Management Planning: provide technical support services as it relates to the management of the groundwater supply within the Chino Basin. The consultant(s) would need to integrate existing activities and modeling capabilities into the professional services being provided.
- Technical Category 3 – Water Bank Program Management: to assist in the evaluation, development and potentially the implementation of a water bank in the Chino Basin.
- Technical Category 4 – Project Cost and Valuation Analysis: provide services as it relates to capital planning and financial management of proposed water resource projects and programs.

Requested services include investigations; feasibility studies; technical analyses; technical reviews; water rate evaluations; project cost estimation; watershed and/or hydraulic modeling; and other project-related support tasks. Services will be requested in a manner that provides the most flexibility and support to IEUA staff. For example, the below service requests will be issued shortly after execution of the Master Service Contracts:

- Develop Implementation Plan for Integrated Water Resources Plan
- Hydraulic modeling
- Preliminary and final design services
- Evaluate how SARCCUP fits into the Chino Basin
- Facilitate and direct development of a water bank
- Project cost and rate evaluations
- Assist in developing technical content for Prop 1 grant applications

As the need for services arise, consultants which receive a Master Service Contracts will be requested to submit project specific proposals. It is anticipated that majority of the service requests will be below the General Manager's authorization of \$100,000 per Ordinance 101. However, staff is also anticipating the need to authorize task orders greater than \$100,000; for hydraulic modeling and technical evaluations needed to pursue Proposition 1 water storage investment grant funding, which has a tentative application deadline of May 2017. Under this action, staff is requesting that the Board of Directors increase the General Manager's authority to approve and execute task orders in the amount not-to-exceed \$250,000 for these Master Service Contracts. This will provide the flexibility and readiness to react as the Proposition 1 guidelines become available. For transparency, staff proposes to inform the Board of Directors for task orders which exceed \$100,000 through an informational item provided in the General Manager's monthly staff report.

On December 8, 2016, IEUA received a total of 15 proposals. The proposals were reviewed by a selection committee comprised of IEUA and member agencies staff. Based on the technical qualifications included in each proposal, along with feedback provided by the selection committee, staff recommends that Master Service Contracts be awarded to the firms identified below for a two-

year contract (initial two-year with two, one-year options to extend) for the development of water resources and the Integrated Water Resources Plan.

Recommended Firms based on qualifications:

- No.4600002275 to Arcadis U.S., Inc.
- No.4600002276 to CH2M HILL Engineers, Inc.
- No.4600002277 to Carollo Engineers, Inc.
- No.4600002280 to Kennedy/Jenks Consultants
- No.4600002278 to Thomas Harder & Co., Inc
- No.4600002282 to Daniel B. Stephens & Associates. Inc.
- No.4600002281 to INTERA Incorporated
- No.4600002279 to Michael Baker International

If approved, staff is recommending total Master Service Contracts expenditure limit of not-to-exceed \$3,000,000 over the four-year period. Staff requests that each Master Service Contracts not include a written not-to-exceed limit to allow for flexibility with the contract's usage. Consultants will be selected and retained based on their technical expertise and qualifications for the services requested.

Approving the Master Service Contracts support IEUA's business goal of *Water Reliability*, committed to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the Master Service Contracts not-to-exceed budget of \$3,000,000 will be funded from SAWPA Action SARCUP Project No. WR16024 and Water Fund (WW) Planning Documents Project No. WR16025 at an amount of \$1,500,000 each. The requested budget amounts are within each total project budget provided in the Ten-Year Capital Improvement Plan.

Master Service Contracts for Development of Water Resources



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Jason Pivovarovff

IEUA Board of Directors Meeting

February 2017

Project Background

IEUA is committed to providing reliable and cost-effective water supplies; and promoting sustainable water use throughout the region.

- **Accomplished through a variety of planning initiatives:**

- Business Goals

- Strategic Plan

- Urban Water Management Plan

- Wastewater Facilities Master Plan

- Recycled Water Program Strategy

- Long-Range Plan of Finance

- Ten Year Capital Improvement Plan

- Integrated Water Resources Plan

- Groundwater Recharge Master Plan

- Water Use Efficiency Business Plan

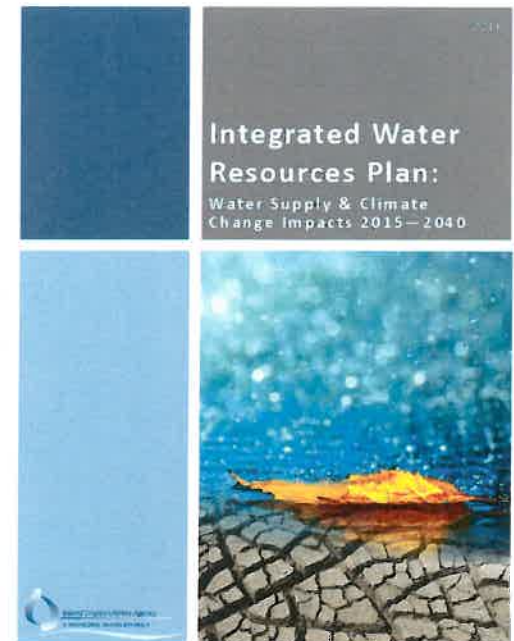
- Energy Management Plan

- Optimum Basin Management Plan

Integrated Water Resources Plan

In 2016, the Region completed its first IRP

- Identified Regional support in implementing projects that:
 - Provide supplemental water for groundwater storage
 - Maximize beneficial reuse of recycled water
 - Maximize local supplies and stormwater recharge
 - Increase water use efficiency



Santa Ana River Conservation and Conjunctive Use Project

- Aligns with the recommendations of the IRP
- Started in 2014 and identified \$100M in project needs
- Project elements include: habitat restoration, water use efficiency and water delivery and storage facilities.
- Supplemental water storage component consists of:
 - 96,000 AF of storage dedicated in Chino Basin; and
 - Total of 180,000 AF of storage in the larger SAR Watershed
 - \$100 M program with \$9 M local agency cost share

Need for Professional Services

- Develop implementation plan for IRP
- Hydraulic modeling of water supplies
- Preliminary and final design services
- Evaluate how SARCCUP fits into the Chino Basin
- Facilitate and direct development of a water bank
- Project cost and rate evaluations
- Assist in developing technical content for Prop 1 grant applications

Request for Proposal

- On November 10, 2016, issued RFP to evaluate integration of local and watershed-wide planning efforts
 - * Technical Category 1 – Integrated Water Resources Management
 - * Technical Category 2 – Groundwater Planning
 - * Technical Category 3 – Water Bank Program Management
 - * Technical Category 4 – Project Cost Valuation
- Master service contracts via task orders
- Initial 2-yr contract with optional 2-yr extension
- On December 8, 2016, IEUA received 15 proposals
- Evaluation committee: Member agencies and staff

Recommendation

1. Award Master Service Contracts to: Arcadis, CH2M HILL, Carollo, Kennedy/Jenks, Thomas Harder & Co., Daniel B. Stephens & Associates, INTERA, and Michael Baker International
2. Increase the General Manager's authority, set by Ordinance 101 to approve and execute task order's in the amount of not-to-exceed \$250,000 for services rendered under this project;
3. Authorize the Master Service Contracts of not-to-exceed \$3,000,000; and
4. Authorize the General Manager to approve, subject to non-substantive changes and execute the Master Service Contracts.

Approving the master service contracts support IEUA's business goal of **Water Reliability**, committed to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region



MASTER SERVICES CONTRACT NUMBER: 460000XXXX
FOR PROVISION OF PROFESSIONAL ENGINEERING SERVICES
FOR THE DEVELOPMENT OF WATER RESOURCES:
TECHNICAL CATEGORY 3 – WATER BANK PROGRAM MANAGEMENT
TECHNICAL CATEGORY 4 – PROJECT COST AND VALUATION ANALYSIS

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and xxx (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas the Agency anticipates future need(s) to retain the services of the Consultant to provide professional engineering services on an "as needed" Task Order assignment basis;

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

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 1. Amendments to Task Order releases under this Master Services Contract.
 2. Task Order releases under this Master Services Contract.
 2. Amendments to this Master Services Contract NO. 460000XXXX
 3. Master Services Contract Number 46XXXXXXX, General Terms and Conditions.
 4. Exhibit A – Consultant's Schedule of Rates.
 5. Agency's Request for Proposals Number RFP-MB-17-005
 6. Consultant's Proposal dated December 19, 2016.

2. **SCOPE OF WORK AND SERVICES:** The Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

The Work assigned to Consultant under Technical Category 3 shall include, but not be limited to, the evaluation, development and potentially the implementation of a water bank in the Chino Groundwater Basin.

The work assigned to Consultant under Technical Category 4 shall include but not be limited to, capital planning and financial management of the proposed water resource projects and programs.

Ordering Provisions and Understandings:

Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within Exhibit A – Schedule of Rates.

Task Order Price: A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract will be of similar form to the Example Task Order that is included as RFP-MB-17-005 Attachment F – Sample Task Order.

Task Order Assignment Method:

- a. As the need for work arises, specific Statements of Work will be forwarded to all Consultants in possession of master services contracts for purposes of competitive proposal formulation. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed

compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the Consultant may then begin performance of the Work provided for under the executed Task Order.

- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
 - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. **TERM OF CONTRACT AND OPTION:** The initial term of this Contract shall extend from the date of the contract execution and terminate on **December 31, 2018**, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Additionally, at the unilateral discretion and option of the Agency, the Consultant shall agree to allow the Agency to extend this Contract for on an annual basis, up to a total Contract term of four years. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Consultant, prior to the expiration of the original Contract term. If such option is exercised, the optional contract term rates established within Exhibit A shall be effective as of the first day of the "option" term.
4. **SCHEDULE:** The Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. **INVOICING, PAYMENT DISCOUNT & PAYMENT:** Throughout the term of this Contract, Consultant's invoices issued in conjunction with "time and materials" Task Orders may be submitted on a monthly basis and shall be calculated in accordance with the labor and expense rates specified within Exhibit A – Consultant's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be

submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Consultant's invoices shall include reference to "Contract Number 4600000XXX" and the associated Task Order Number. To expedite payment of invoices, all invoices shall be submitted via email to apgroup@ieua.org with a copy to the Agency's Project Manager for the given task order.

1. **COMPENSATION AND CHANGES:** As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with Consultant's approved rate schedule, Exhibit A, for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Amendment, for the additional work must be issued and bi-laterally executed.
2. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the Task Order-specified Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule for consideration by the Project Manager.
8. **FITNESS FOR DUTY:**
 - A. **Fitness:** Consultant's personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
9. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. **General Liability**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. **Workers' Compensation and Employers Liability**: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. **Additional Insured Status**: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG

20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. **Primary Coverage:** The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. **Workers' Compensation and Employers Liability Coverage**

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

3. **All Coverages**

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

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

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

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

Via Email: AWitte@ieua.org

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.

- E. **Grant Funded Projects:** The Consultant shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Consultant shall inquire for each Task Order issued if work is grant funded.
- F. **Liens:** Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. **Indemnification:** Consultant shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. The Consultant shall indemnify Agency, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8;
 2. Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.
- H. **Conflict of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this

Contract, shall become directly or indirectly personally interested in this Contract.

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

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

- K. **Disputes**:
 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.

 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice

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

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Consultant to be appointed as Mediator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Mediator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the

Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Consultant.

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

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

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

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

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

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the

Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.

- B. **Material:** Title to all material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. **PROPRIETARY RIGHTS:**

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

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

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

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

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

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

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

Consultant: xxx

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no

assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

18. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
19. **INTEGRATION:** The Contract Documents represent the entire agreement of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. **CHANGES:** The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Consultant.

[Signature Page To Follow]

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

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

CONSULTANT:

P. Joseph Grindstaff (Date)
General Manager

Consultant (Date)

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**CONSENT
CALENDAR
ITEM**


4D


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations and Water Resources Committee (02/08/2017)

From:  P. Joseph Grindstaff
General Manager

Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Submitted by: Sylvie Lee 
Manager of Planning & Environmental Resources

Subject: Temporary Brine Line Connection Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the agreement amendment with Santa Ana Watershed Project Authority to extend the temporary Brine Line connection to March 2020;
2. Approve the agreement amendment with Chino Development Corporation, Chino Preserve Development Corporation, and Chino Holding Company to extend the temporary Brine Line connection to March 2020;
3. Approve the agreement amendment with the City of Chino to extend the permanent sewer facilities development guarantee to March 2020; and
4. Authorize the General Manager to execute the agreement amendments subject to non-substantive changes.

BACKGROUND

In January 2004, Inland Empire Utilities Agency (IEUA) requested a temporary connection to the Inland Empire Brine Line (Brine Line formerly SARI line) to provide sewer service for the Chino Preserve Development Project in the City of Chino until the City completed plans for a permanent connection to its regional sewer.

Temporary Brine Line Connection Agreement

February 15, 2017

Page 2

- The request for a temporary connection to the Brine Line was approved by the Santa Ana Watershed Project Authority (SAWPA) in March 2004, for a period of four years until March 2008.
- In June 2007, IEUA requested SAWPA extend the agreement for an additional three years until March 2011. The request was approved by SAWPA in July 2007.
- In June 2009, IEUA requested SAWPA extend the agreement for a third time due to the severe downturn in the real estate market, which delayed the construction of the permanent sewer facilities by the Chino Development Corporation (CDC). The request was approved by SAWPA to extend the agreement until March 2015.
- In December 2014, IEUA staff requested and received approval from SAWPA for a two-year extension of the agreement until March 7, 2017, based on regulatory agency permitting delays.

From the time SAWPA approved the extensions of the temporary connection from the Chino Preserve to the Brine Line, CDC revised their original scope several times. Between July 2011 and February 2014, several iterations of the Preserve Lift Station (Station) were designed at ground level operation. As the site lies within the Prado Basin inundation area, there was considerable time required to resolve issues related to construction and management of the Station. After addressing these concerns, design revisions of the Station were submitted by CDC for review by IEUA, the City of Chino (City), and the U.S. Army Corps of Engineers (Corps). Both the City and IEUA completed their review with comments being incorporated into the final design.

While CDC has acted in good faith to complete the project in an expeditious manner, significant delays in project design and review by project stakeholders including the Corps has delayed construction of the Station. The Draft Environmental Assessment (EA) was reviewed multiple times, and the Corps continued to request information from CDC to avoid any challenges from the public once issued for review. In addition, the Corps recommended the City process an Initial Study/Mitigated Negative Declaration (IS/MND) to be released with the Corps EA. The efforts to complete a final EA and IS/MND, and prepare a design and bid documents took far more time than originally anticipated. Currently, CDC has placed the bid for construction of the Station on hold due to groundwater elevation encountered during boring. As the station wet well will be 25 feet below groundwater elevation, CDC is applying for a de-minimus permit from the Regional Board for construction dewatering. Once this issue is resolved it is expected construction to be completed within 18 months. The Station will be located adjacent to the IEUA Prado De-Chlorination Facility located within the El Prado Park and will pump sewer flows up to the IEUA Kimball Interceptor for treatment at Regional Water Recycling Plant No. 5.

On October 24, 2016, IEUA staff requested that SAWPA approve an additional three-year extension of the agreement until March 6, 2020. On January 17, 2017, the SAWPA Commission unanimously approved the agreement extension. IEUA Staff recommends the IEUA Board approve the agreement extensions with SAWPA, CDC, and the City.

The agreement extensions are consistent with the IEUA's business goal of *Environmental Stewardship* by complying with all federal, state, and local environmental laws and regulations.

PRIOR BOARD ACTION

On February 18, 2015, the Board of Directors approved the temporary Brine Line connection extension subject to SAWPA Commission approval.

On May 20, 2009, the Board of Directors approved the temporary Brine Line connection extension subject to SAWPA Commission approval.

On July 18, 2007, the Board of Directors approved the temporary Brine Line connection extension, subject to SAWPA Commission approval.

On August 4, 2004, the Board of Directors approved the agreement with Chino Development Corporation for the temporary Brine Line connection and use.

On December 19, 2001, the Board of Directors approved the temporary Brine Line connection for Lewis Operating Corporation, subject to SAWPA approval.

IMPACT ON BUDGET

The proposed rates and charges summarized in the original agreement are consistent with the Regional Sewage Program and Non-Reclaimable Wastewater System rate structures and will not negatively impact the Non-Reclaimable nor Regional Program Funds.

- Attachments:
1. Agreement Amendment AKB04014-005 (Chino Development Corporation)
 2. Agreement Amendment AKB04017-004 (City of Chino)
 3. Agreement Amendment (IEUA/SAWPA)

**FIFTH AMENDMENT TO SARI SYSTEM TREATMENT AND DISPOSAL
CAPACITY AND PIPELINE CAPACITY AGREEMENTS
BETWEEN SANTA ANA WATERSHED PROJECT AUTHORITY
AND THE INLAND EMPIRE UTILITIES AGENCY**

THIS FIFTH AMENDMENT is made this 17th day of January, 2017, between the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA"), a joint exercise of powers agency, and the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district. SAWPA and IEUA are also individually referred to as "Party" and collectively as "Parties".

RECITALS

- A. An Amendment to the Brine Line Treatment and Disposal Capacity and Pipeline Capacity Agreement between SAWPA and IEUA, was entered into on August 4, 2004 ("First Amendment"). The First Amendment provided for temporary domestic wastewater discharges of up to 1 million gallons per day (mgd) to the Brine Line from The Preserve Project in the City of Chino (hereinafter referred to as the "Project"). A Second Amendment followed July 17, 2007, which amended the discharge term until March 8, 2011. A Third Amendment followed June 16, 2009, which amended the discharge term until March 8, 2015. A Fourth Amendment extended the term from March 9, 2015 to March 7, 2017.
- B. The Second Amendment required that IEUA discontinue the temporary domestic wastewater discharges and physically disconnect from the Brine Line and construct or cause to be constructed permanent sewer facilities by the City of Chino and/or Developer of the Project. Due to delays in obtaining all the necessary construction approvals and permits, a Fifth Amendment is required to extend the term to March 6, 2020, and to include provisions for an emergency connection thereafter.
- C. The IEUA, City of Chino and Developer desire to extend the date for such disconnection from the Brine Line to March 6, 2020, in order to construct and place into operation a new sewer system solution involving a lift station and force main.
- D. There is no other alternative method of treatment currently available for the 1 mgd of domestic wastewater discharge from the Project.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, the Agreement is hereby revised as follows:

1. Section 4, Maximum Period of Temporary Discharge, is revised, in part, as follows:

Except as provided in Section 5, below, IEUA will be allowed to temporarily discharge domestic wastewater from the Project into the Brine Line until March 6, 2020.

2. Section 5, Earlier Termination of the Temporary Domestic Discharge to Brine Line, is revised to read as follows:

SAWPA and IEUA agree and understand that the temporary connection and temporary wastewater discharge contemplated by this Amendment may be disconnected and terminated at any time prior to March 6, 2020, upon written notice provided to IEUA by SAWPA without any further or residual liability or responsibility on SAWPA's part. Upon such written notification of termination, IEUA shall have no more than 12 months to discontinue the discharge of any and all temporary domestic wastewater into the Brine Line, and IEUA shall physically disconnect any such connection from the Brine Line within that 12 month period. Such termination and disconnection from the Brine Line shall be at IEUA's sole cost and expense.

3. ADD Section 12, Emergency Connection to Brine Line and Permit:

After transfer of flows to RP-5 from the Project, a connection to be used only in the case of an emergency can remain, subject to the issuance of a permit and compliance with all permit requirements.

ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

The Parties hereto have mutually covenanted and agreed to this Fifth Amendment, and in doing so have caused this document to become incorporated into the Agreement documents.

SANTA ANA WATERSHED PROJECT
AUTHORITY:


Susan Lien Longville, Chair

INLAND EMPIRE UTILITIES AGENCY:

P. Joseph Grindstaff
General Manager



INLAND EMPIRE UTILITIES AGENCY

AMENDMENT NO. 4
TO
AKB04017

FOR THE PERMANENT SEWER FACILITIES DEVELOPMENT GUARANTEE

THE AGREEMENT NUMBER AKB04017, between the Inland Empire Utilities Agency, a Municipal Water District, and THE CITY OF CHINO, shall be amended as follows:

REVISE THE RECITALS THROUGHOUT TO REPLACE THE DATE OF MARCH 7, 2017, WITH THE DATE OF MARCH 6, 2020.

REVISE SECTION 1.A PROJECT MANAGER, TO READ:

Craig Proctor
Source Control/Environmental Resources Supervisor
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Telephone: (909) 993-1645
Facsimile: (909) 993-1983
Email: cproctor@ieua.org

REVISE SECTION 2, GUARANTEE TO CONSTRUCT OR CAUSE TO BE CONSTRUCTED THE PERMANENT FACILITIES AND DISCONNECTION OF TEMPORARY BRINE LINE CONNECTION TO READ: The CITY hereby guarantees that the PERMANENT FACILITIES shall be completed and operational on or before March 6, 2020. The CITY guarantees that the temporary connection to the Brine Line for the benefit of the Project shall be physically disconnected on or before March 6, 2020, even if the PERMANENT FACILITIES are not yet completed or operational. The CITY shall construct or cause to be constructed the PERMANENT FACILITIES, utilizing CFD funds or other CITY funds, so that the Project will be fully disconnected from the Brine Line on or before March 6, 2020. Within fifteen (15) days prior to commencement of construction by Developer of its temporary connection to the Brine Line, CITY shall provide to IEUA written evidence in a form acceptable to IEUA confirming that CFD funds or other CITY funds in an

amount sufficient to complete construction of the PERMANENT FACILITIES and the disconnection of the Project from the Brine Line have been dedicated and reserved for that purpose.

REVISE SECTION 4, SAWPA AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND GUARANTEE TO READ: The Parties to this Agreement understand and agree that SAWPA is a third party beneficiary of this Agreement, and its guarantee that the temporary connection to the Brine Line for the wastewater discharges from the Project shall be fully disconnected on or before March 6, 2020. The Parties further understand and agree that such physical disconnection shall occur on or before March 6, 2020, even if the PERMANENT FACILITIES have not been constructed or caused to be constructed or completed as contemplated by this Agreement. Except as provided herein, SAWPA is neither a party nor signatory to this Agreement. SAWPA shall have no liability or responsibility under this Agreement.

REVISE SECTION 6, LAST SENTENCE, UNDER DISPUTE RESOLUTION TO READ:

The Parties hereby agree that SAWPA, as a third party beneficiary to this Agreement, is not obligated to submit to such mediation or arbitration in the event that the Parties fail to cause the physical disconnection of temporary wastewater discharge connection from the Brine Line on or before March 6, 2020.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.


IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be entered into as of the day and year written below.

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

CITY OF CHINO:

P. Joseph Grindstaff
General Manager

Date




Matthew Ballantyne
City Manager

1.6.17

Date

ATTEST:

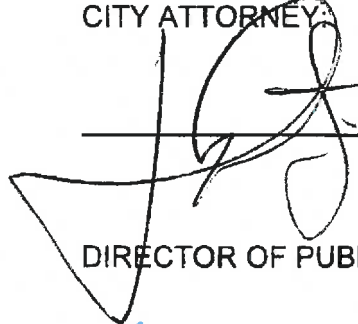


Angela Robles
City Clerk

1.6.17

Date

CITY ATTORNEY:



12/19/16
Date

DIRECTOR OF PUBLIC WORKS:



12/22/16
Date

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**FIFTH AMENDMENT TO SARI SYSTEM TREATMENT AND DISPOSAL
CAPACITY AND PIPELINE CAPACITY AGREEMENTS
BETWEEN SANTA ANA WATERSHED PROJECT AUTHORITY
AND THE INLAND EMPIRE UTILITIES AGENCY**

THIS FIFTH AMENDMENT is made this 17th day of January, 2017, between the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA"), a joint exercise of powers agency, and the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district. SAWPA and IEUA are also individually referred to as "Party" and collectively as "Parties".

RECITALS

- A. An Amendment to the Brine Line Treatment and Disposal Capacity and Pipeline Capacity Agreement between SAWPA and IEUA, was entered into on August 4, 2004 ("First Amendment"). The First Amendment provided for temporary domestic wastewater discharges of up to 1 million gallons per day (mgd) to the Brine Line from The Preserve Project in the City of Chino (hereinafter referred to as the "Project"). A Second Amendment followed July 17, 2007, which amended the discharge term until March 8, 2011. A Third Amendment followed June 16, 2009, which amended the discharge term until March 8, 2015. A Fourth Amendment extended the term from March 9, 2015 to March 7, 2017.
- B. The Second Amendment required that IEUA discontinue the temporary domestic wastewater discharges and physically disconnect from the Brine Line and construct or cause to be constructed permanent sewer facilities by the City of Chino and/or Developer of the Project. Due to delays in obtaining all the necessary construction approvals and permits, a Fifth Amendment is required to extend the term to March 6, 2020, and to include provisions for an emergency connection thereafter.
- C. The IEUA, City of Chino and Developer desire to extend the date for such disconnection from the Brine Line to March 6, 2020, in order to construct and place into operation a new sewer system solution involving a lift station and force main.
- D. There is no other alternative method of treatment currently available for the 1 mgd of domestic wastewater discharge from the Project.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, the Agreement is hereby revised as follows:

1. Section 4, Maximum Period of Temporary Discharge, is revised, in part, as follows:

Except as provided in Section 5, below, IEUA will be allowed to temporarily discharge domestic wastewater from the Project into the Brine Line until March 6, 2020.

2. Section 5, Earlier Termination of the Temporary Domestic Discharge to Brine Line, is revised to read as follows:

SAWPA and IEUA agree and understand that the temporary connection and temporary wastewater discharge contemplated by this Amendment may be disconnected and terminated at any time prior to March 6, 2020, upon written notice provided to IEUA by SAWPA without any further or residual liability or responsibility on SAWPA's part. Upon such written notification of termination, IEUA shall have no more than 12 months to discontinue the discharge of any and all temporary domestic wastewater into the Brine Line, and IEUA shall physically disconnect any such connection from the Brine Line within that 12 month period. Such termination and disconnection from the Brine Line shall be at IEUA's sole cost and expense.

3. ADD Section 12, Emergency Connection to Brine Line and Permit:

After transfer of flows to RP-5 from the Project, a connection to be used only in the case of an emergency can remain, subject to the issuance of a permit and compliance with all permit requirements.

ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

The Parties hereto have mutually covenanted and agreed to this Fifth Amendment, and in doing so have caused this document to become incorporated into the Agreement documents.

SANTA ANA WATERSHED PROJECT
AUTHORITY:


Susan Lien Longville, Chair

INLAND EMPIRE UTILITIES AGENCY:

P. Joseph Grindstaff
General Manager


**CONSENT
CALENDAR
ITEM**


4E


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/2017)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Randy Lee 
Operations Executive Manager

Albert VanBreukelen 
Deputy Manager of Maintenance

Subject: Award Blanket Purchase Agreement to Downs Energy for Supply and Delivery of Diesel Fuel

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a three-year blanket purchase agreement Contract No. 4600002251 to Downs Energy for the supply and delivery of diesel fuel with a three-year blanket purchase agreement, for a not-to-exceed amount of \$100,000 to various Agency locations, through December 31, 2019; and
2. Authorize the Manager of Contracts and Procurement to issue a blanket purchase agreement.

BACKGROUND

In order to effectively operate its diesel-powered vehicles, heavy equipment, and emergency generators, the Agency requires periodic deliveries of diesel fuel to 13 different destinations. Staff recommends establishing a blanket purchase agreement for a three-year period to facilitate ordering and delivering of diesel fuel on an "as needed" basis.

A competitive Request for Proposal was issued on November 9, 2016 through the BidNet procurement network. Six prospective suppliers responded and proposals were received from the firms of Supreme Oil Co., the SoCo Group, Downs Energy, AAA Oils/California Fuels, SC Fuels,

and Flyers Energy. Based on the proposals received, the lowest aggregate pricing for providing the anticipated fuel required by the Agency is offered by Downs Energy.

Issuance of a new multi-year blanket purchase agreement to Downs Energy allows for expeditious placement of diesel fuel delivery order, as they are needed by the Operations Division, and eliminates delays inherent to the requisition creation and workflow approval processes, as well as delays experience during quotation activities, purchase order generations, and approval processes,

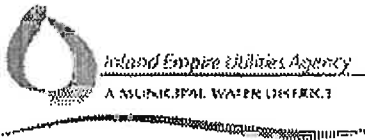
PRIOR BOARD ACTION

On November 19, 2014, the Board of Directors approved Change Order # 3 of the blanket purchase agreement Contract No. 4600001126 to Downs Energy, for the purchase of diesel fuel as required by the Agency's Operations Division, for the established rates.

On December 21, 2011, the Board of Directors approved the three-year blanket purchase agreement to Downs Energy covering "as needed" purchases and deliveries of diesel fuel to various Agency locations.

IMPACT ON BUDGET

If approved, procurement of diesel fuel will be funded from the operations and maintenance fuel accounts included in the FY 2016/17, 2017/18, and 2018/19 Regional Operations and Maintenance (RO) and Administrative Service (GG) funds budget.



6075 Kimball Avenue, Chino, CA 91708
P.O. Box 9020, Chino Hills, CA 91709
TEL (909) 993-1600 -FAX (909) 993-1987

Contract Number
4600002251

This contract number must appear on all invoices, packages, and inquiries relating to this contract.

Supplier:
DOWNS ENERGY
1296 MAGNOLIA AVE
CORONA CA 92879-2098
USA

Ship To:
Regional Plant No. 1 (RP-1) Warehouse
2662 E. Walnut Avenue
ONTARIO CA 91761
USA

Bill To:
Inland Empire Utilities Agency
Accounting Department
P.O.Box 9020,
Chino Hills, CA 91709

Supplier PEID#: 107181

Page 1 of 4

Order Date 11/29/2016	Attention	F.O.B. FOB Destination	Direct Inquiries to Buyer Roger Hughbanks
		Terms Are Net 30 Unless Otherwise Stated: Net 30, Payment 30 days after invoice	

Special Instructions:

Item	Part Number	Description	Quantity	U/M	Unit Price	Extended Cost
1		<p>Diesel Fuel Master Purchase Agreement</p> <p>This Master Purchase Agreement establishes and documents the terms and conditions covering "as-needed/as-ordered" diesel fuel deliveries to various Inland Empire Utilities Agency (IEUA) facilities at a price per gallon based on the OPIS unbranded Colton, California rack average market price published for the day of delivery, plus Seller's margin and freight changes (combined as the Seller's proposed delivery differential), plus applicable taxes and regulatory fees in accordance with rate schedule displayed as Exhibit A to this Agreement.</p> <p>The term of this agreement shall be valid from the date of its issuance through an expiration date of December 31, 2019.</p> <p>Discrete delivery orders against this Master Purchase Agreement will be placed via e-mail or via telephone by authorized IEUA personnel on an "as needed" basis. The Agency shall only be obligated to pay for deliveries made by Agency authorized personnel. The list of IEUA personnel authorized to place delivery orders against this Master Purchase Agreement is conveyed under Exhibit B to this Agreement.</p>				

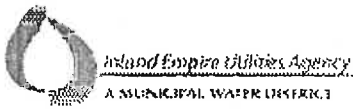
- * Supplier is responsible for all terms and conditions listed on the front and back of this contract, or attached hereto.
- * Changes to this contract require prior Contracts and Procurement approval.
- * MSDS required for all hazardous products.

CONTINUED

Authorized Signature (NOT VALID UNLESS SIGNED & DATED)

Warren T. Green Date
Manager of Contracts and Procurement

VENDOR



6075 Kimball Avenue, Chino, CA 91708
 P.O. Box 9020, Chino Hills, CA 91709
 TEL (909) 993-1600 -FAX (909) 993-1987

Contract Number
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Supplier:
 DOWNS ENERGY
 1296 MAGNOLIA AVE
 CORONA CA 92879-2098
 USA

Ship To:
 Regional Plant No. 1 (RP-1) Warehouse
 2662 E. Walnut Avenue
 ONTARIO CA 91761
 USA

Bill To:
 Inland Empire Utilities Agency
 Accounting Department
 P.O.Box 9020,
 Chino Hills, CA 91709

Supplier PEID#: 107181

Page 2 of 4

Order Date 11/29/2016	Attention	F.O.B. FOB Destination	Direct Inquiries to Buyer Roger Hughbanks
Terms Are Net 30 Unless Otherwise Stated: Net 30, Payment 30 days after invoice			

Special Instructions:

Item	Part Number	Description	Quantity	U/M	Unit Price	Extended Cost
		<p>When ordering the IEUA requester shall provide a billing purchase order number which is to be referenced on the Seller's subsequent associated invoice.</p> <p>Delivery Requirements: The Supplier shall deliver the ordered product to the specified delivery site within 72 hours after receipt of a delivery order from the Buyer. Deliveries shall transpire between 7:00am to 3:30pm, Monday through Friday; excluding weekends, holidays and overtime periods, unless otherwise requested by the Buyer.</p> <p>The following information must be conveyed on each delivery packing slip and each invoice:</p> <ol style="list-style-type: none"> 1. Seller's name 2. The billing purchase order number 3. Name of IEUA employee that placed the delivery order 4. Date of order placement 5. Date of delivery 6. Location of delivery 7. Quantity of product delivered and associated unit price 				

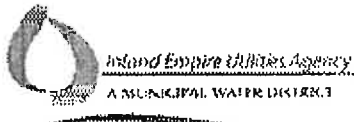
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- * MSDS required for all hazardous products.

CONTINUED

Authorized Signature (NOT VALID UNLESS SIGNED & DATED)

Warren T. Green Date
 Manager of Contracts and Procurement

VENDOR



6075 Kimball Avenue, Chino, CA 91708
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Contract Number
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Supplier:
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1296 MAGNOLIA AVE
CORONA CA 92879-2098
USA

Ship To:
Regional Plant No. 1 (RP-1) Warehouse
2662 E. Walnut Avenue
ONTARIO CA 91761
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Order Date 11/29/2016	Attention	F.O.B. FOB Destination	Direct Inquiries to Buyer Roger Hughbanks
Terms Are Net 30 Unless Otherwise Stated: Net 30, Payment 30 days after invoice			

Special Instructions:

Item	Part Number	Description	Quantity	U/M	Unit Price	Extended Cost
		<p>Invoice Payment Terms: All invoices subsequently submitted against this Master Purchase Agreement and its associated billing purchase orders shall reflect "Net 30 days" payment terms based on/from the date the invoice is received by the Buyer.</p> <p>Insurance Requirements: Throughout the term of this BPA, the Seller must possess, maintain and submit certifications to IEUA Buyer evidencing insurance coverage consistent with the following minimum requirements:</p> <ol style="list-style-type: none"> 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, with a \$2,000,000 general liability aggregate limit. 2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. 3) Workers# Compensation: Limit as required by the Labor Code of the State of California. The insurer agrees to waive all rights of subrogation against the Agency, its officials and employees for losses arising from performance against this purchase order. 				

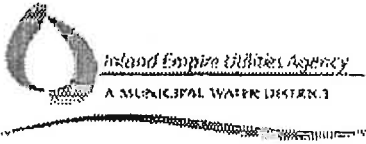
- * Supplier is responsible for all terms and conditions listed on the front and back of this contract, or attached hereto.
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- * MSDS required for all hazardous products.

CONTINUED

Authorized Signature (NOT VALID UNLESS SIGNED & DATED)

Warren T. Green Date
Manager of Contracts and Procurement

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Page 4 of 4

Order Date 11/29/2016	Attention	F.O.B. FOB Destination	Direct Inquiries to Buyer Roger Hughbanks
		Terms Are Net 30 Unless Otherwise Stated: Net 30, Payment 30 days after invoice	


Special Instructions:

Item	Part Number	Description	Quantity	U/M	Unit Price	Extended Cost
		The Buyer reserves the right to cancel and/or refrain from ordering against this Agreement, with or without cause, at any time.				

- * Supplier is responsible for all terms and conditions listed on the front and back of this contract, or attached hereto.
- * Changes to this contract require prior Contracts and Procurement approval.
- * MSDS required for all hazardous products.

Sub-Total 0.00
Sales Tax
Shipping
GRAND TOTAL 0.00

Authorized Signature (NOT VALID UNLESS SIGNED & DATED)



Warren T. Green Date
Manager of Contracts and Procurement

VENDOR

1. ACCEPTANCE: This purchase order constitutes the Buyer's offer to the Seller. Unless the Seller notices the Buyer, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the Seller's approval of, and consent to the terms and conditions of purchase herein contained.

2. CHANGES: The Buyer may at any time, by a written change order, make changes in the specifications, designs or drawings, samples or other description to which the items are to conform, in methods of shipment and packaging, or in the time or place of delivery of any items. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the purchase order shall be modified in writing accordingly. Any claim by Seller for such an adjustment must be made in writing. Nothing in this clause shall excuse Seller from proceeding without delay to perform this purchase order as changed.

3. CONFLICT WITH TERMS: Where any conflict exists between the terms and conditions of Seller and Buyer, the Buyer's terms and conditions shall prevail.

4. COMPLIANCE WITH LAWS: To the extent applicable hereto, Seller shall, in the performance of this purchase order, comply with all federal, state and local laws, and regulations. Further, Supplier shall indemnify, defend, and hold the Buyer harmless against any and all consequences resulting from Seller's failure to do so.

5. PREVAILING WAGES: If specified as a requirement elsewhere within this order, Seller shall comply with California Labor Code Sections 1720 - 1780.

6. MATERIAL SAFETY DATA SHEETS: If specified as a requirement elsewhere within this order, the Seller shall submit a current Material Safety Data Sheet (MSDS) in conformance with California Code of Regulations, Title 8, Section 5194, applicable to all potentially hazardous substances delivered against this purchase order.

7. PACKING: Unless this purchase order states otherwise, no charge shall be made for packing, crating, dunnage or other similar costs. Items shall be packed in accordance with prudent commercial practices to insure against damage from weather and/or transportation.

8. FEDERAL, STATE, AND LOCAL TAXES: All prices stated herein shall exclude, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this purchase order, or are otherwise applicable to this purchase order. Buyer, as a municipal agency, is exempt from Federal Excise Tax.

9. ENGINEERING, INFORMATION, TOOLS, ETC.: All designs, tools, plans, patterns, drawings, information or equipment supplied by the Buyer, or if supplied by the Seller specifically for this purchase order, the cost, or substantially all of the cost, of which is included in the price to be paid for items ordered hereunder, and relating to, or for use in the manufacture of items sold hereunder, shall remain the sole property of the Buyer, and Seller expressly agrees that the same will not be used in manufacture or design for the account of others, nor for the manufacture of larger quantities than called for in this purchase order, without first obtaining the consent of the Buyer in writing. All such property of the Buyer, together with spoiled and surplus materials, shall be returned to the Buyer, at termination, cancellation or completion of the purchase order, unless the Buyer shall otherwise direct. All material furnished by the Buyer under this purchase order (except that which becomes normal industrial waste or was replaced at Seller's expense) shall be returned in the form of parts or unused material and Seller shall be responsible for the use of reasonable care in the safeguarding of all such materials until so returned. All information, designs, drawings and sources of supply shall be deemed confidential unless written release is furnished by the Buyer.

10. INSPECTION AND ACCEPTANCE: Items purchased hereunder are subject to final inspection and approval at the Buyer's facilities, notwithstanding any other inspection, unless otherwise specifically stated on this purchase order. Neither compliance by Seller with instructions or suggestions by any employee of the Buyer, nor Buyer's payment of Seller's invoice for any item prior to final inspection shall be deemed an acceptance of the item, or a waiver of the right of inspection, or any other right herein reserved, or relieve Seller of any obligation or liability under the terms and conditions of this purchase order. Defective products will be rejected by the Buyer, and the prices thereof will be debited against the invoice covering the shipment in which such products were included. Items rejected will be held at Buyer's facility, subject to Seller's disposition for a reasonable time, and, if not disposed of by the Seller, will be sold or otherwise disposed of by the Buyer.

11. WARRANTY: Seller warrants that all material and work covered by this purchase order shall conform to the specifications, drawings, symbols or other descriptions specified by the Buyer, and will be of good material and workmanship, and free from defect. Seller further warrants that all material covered by this purchase order, which is the product of Seller, is

in accordance with Seller's specifications or design shall be fit and sufficient for the purpose intended by the Buyer, as disclosed to Seller. All warranties shall run to the Buyer, its successors, assigns and customers, and to the users of its products.

12. PUBLIC RECORD: Pursuant to California Public Records Act (Government Code Section 6250 et seq.), all information pertaining to this purchase shall become a matter of public record.

13. PATENT PROTECTION: To the extent the subject items are not manufactured pursuant to a design originated by the Buyer, Seller agrees it will save the Buyer and/or its Directors, employees, agents or customers harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States or foreign patents with respect to such items or materials, and that Seller will, at its own expense, defend any action, suit or claim in which such infringement is alleged. The Buyer agrees to notify Seller promptly of any suit or claim against the Buyer for any alleged infringement of patent.

14. INSOLVENCY AND BANKRUPTCY: In the event Seller shall become insolvent or makes a general assignment for the benefit of creditors, or files, or has filed against it, a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of Seller's property or business, the Buyer may, at its option, cancel this purchase order, in accordance with paragraph eight (8) above.

15. NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this purchase order, Seller shall immediately give notice thereof including all relevant information with respect thereto, to the Buyer.

16. NONDISCRIMINATION IN EMPLOYMENT: (1) The Seller in performing the work required by this purchase order shall not discriminate against any worker, employee or applicant for employment because of race, creed, color, religious preference, marital status, or national origin, and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. (2) Seller agrees upon request to provide the Buyer with Certification of Submission of Current Compliance Report or Compliance Report Notification.

17. SAFETY AND HEALTH: Seller agrees that all items or equipment purchased hereunder shall comply with the requirements of the Federal Occupational Safety and Health Act of 1971, the California Occupational Safety and Health Act of 1973, and any amendments thereto and all other applicable laws regarding safety and health for the Buyer.

18. INSURANCE: If specified as a requirement elsewhere within this Purchase Order, the Seller shall provide, at no additional cost to the Buyer, verification of its current general commercial liability, automobile liability, professional liability, workers' compensation / employers liability insurance. With respect to Workers' Compensation insurance, Seller's policy shall, at no additional cost to the Buyer, be endorsed to waive all rights of subrogation against the Buyer. Failure to provide verification of the insurance coverages and subrogation waiver mentioned above shall be considered a material breach of the terms and conditions of this purchase order.

19. ATTORNEYS' FEES: In the event an action is commenced by a party to this Contract against the other to enforce its rights and obligations arising from such, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

20. TERMINATION: (a) The Buyer may terminate or cancel this purchase order, in whole or in part, without liability to the Buyer, if deliveries are not made at the time and in the quantities specified, or in the event of a substantial breach of any of the other terms or conditions hereof; (b) the Buyer may also terminate this purchase order, in whole or in part, even though Seller is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by Seller of such notice, Seller will, as and to the extent prescribed by the Buyer, stop work under the purchase order and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the Seller's possession in which the Buyer, has or may acquire an interest.

21. ASSIGNMENT: Supplier shall not assign, sell, or otherwise transfer any obligation or interest in this purchase order without the specific written consent of the Buyer.

22. GENERAL: All warranties shall be construed as integral conditions to this purchase order. No waiver of a breach, or of any provision of this purchase order, shall constitute a waiver of any other breach or of such provision. No modification, change in, or departure from, the provisions of this purchase order shall be valid or binding on the Buyer unless approved by the Buyer in writing.

EXHIBIT A
 Proposal Price Schedule

Proposed Delivery Differential Above OPIS - Unbranded Avg. Colton Rack Rate

Proposed Delivery
 Differential
 (in \$ per gallon)

REF	SITE	DESCRIPTION	CAPACITY GALLONS	DIESEL TYPE		rate of	avg.	est. annual	OPIS UBD RACK AVG
				RED	CLR	reord	reorder	usage	W/ CAR FEE +
1	RP-1	SOUTH OF WAREHOUSE (Bulk Delivery)	3,000		X	2 mos.	2,400	14,400	\$ 0.095
2	RP-1	BLDG. F / PRB (Bulk)	4,000	X		1X YR	2,000	2,000	\$ 0.095
3	TP-1	EMERGENCY STAND BY GENERATOR (Bulk)	600	X		1X YR	200	200	\$ 0.25
4	RP-4	EMERGENCY STANDBY GENERATOR (Bulk)	1,500	X		1X YR	750	750	\$ 0.18
5	PHIL. LIFT	EMERGENCY STANDBY GENERATOR (Bulk)	250	X		1X YR	125	125	\$ 0.30
6	MNTCLR	LIFT STATION (Bulk)	150	X		1X YR	75	75	\$ 0.30
7	IERCF	COMPOSTING FACILITY (Bulk)	5,500	X		monthly	4,000	48,000	\$ 0.065
8	RP-2	BY WASTE OIL TANK OUTSIDE (Bulk)	500	X		3 mos.	500	1,500	\$ 0.18
9	RP-2	EMERGENCY STANDBY GENERATOR (Bulk)	600	X		1X YR	150	150	\$ 0.30
10	RP-2 LIFT	EMERGENCY STANDBY GENERATOR (Bulk)	150	X		1X YR	75	75	\$ 0.30
11	PRADO	EMERGENCY STANDBY GENERATOR (Bulk)	50	X		1X YR	25	25	\$ 0.30
12	PRADO	LIFT STATION/OLD CIW (Bulk)	50	X		1X YR	25	25	\$ 0.30
13	CCWRF	EMERGENCY STANDBY GENERATOR (Bulk)	4,000	X		1X YR	500	500	\$ 0.215
14	RP-5	EMERGENCY STANDBY GENERATOR (Bulk)	1,500	X		1X YR	500	500	\$ 0.215
15	CDA	OFFSITE WELLS (in 55 gallon drums)	1,520	X		4 X YR	55	220	\$ 1.25

TOTAL CAPACITY/GALLONS	23,370
DIESEL/RED	20,370
DIESEL/CLEAR	3,000

TOTAL ESTIMATED ANNUAL CONSUMPTION	68,545
DIESEL/RED	54,145
DIESEL/CLEAR	14,400

EXHIBIT B

Inland Empire Utilities Agency

Purchase Authorization List

For Master Purchase Agreement No. 4600002251

With Downs Energy

Effective: January 1, 2017

Charlie Batongmalaque

Carl Kreimeyer

Francis Concemino

Robert Delgado

Mike Frazier

Michael Smith

Albert VanBreukelen

Nelson Htoy

Jon Florio

Joseph King

Tina Morse

REF	SITE	Delivery Site STREET ADDRESS	CITY	STATE	ZIP
1	RP-1	2662 E. Walnut Avenue	Ontario	CA	91761
2	RP-1	2662 E. Walnut Avenue	Ontario	CA	91761
3	TP-1	2662 E. Walnut Avenue	Ontario	CA	91761
4	RP-4	12811 6th Street	Rcho. Cuca.	CA	91729
5	PHIL. LIFT	1918 E. Philadelphia Avenue	Ontario	CA	91761
6	MNTCLR	915 W. Philadelphia Ave.	Ontario	CA	91761
7	IERCF	12645 6th Street	Rcho. Cuca.	CA	91739
8	RP-2	16400 El Prado Road	Chino	CA	91708
9	RP-2	16400 El Prado Road	Chino	CA	91708
10	RP-2 LIFT	16400 El Prado Road	Chino	CA	91708
11	PRADO	16500 Johnson Ave.	Chino	CA	91708
12	PRADO	16500 Johnson Ave.	Chino	CA	91708
13	CCWRF	14950 Telephone Avenue	Chino	CA	91708
14	RP-5	6075 C Kimball Avenue	Chino	CA	91708
15	CDA	2662 E. Walnut Avenue (RP-1)	Ontario	CA	91761

Proposed additional delivery fee of **\$75.00** for aggregate delivery(s)
which total less than **300** gallons combined delivery quantity

Proposed refundable deposit for each 55 gallon drum delivered and returned in like condition: **\$20.00**

Please list all other current taxes/charges/regulatory fees and their associated current rates
which will be reflected on Seller's invoices:

Regulatory Compliance Fee	\$ -
Federal Diesel Fuel Tax	\$ 0.243
Federal LUST Tax	\$ 0.001
CA Diesel Fuel Tax	\$ 0.16
CA UST Tank Fee	\$ 0.02
Federal Oil Spill Fee	\$ 0.0019
AB 32 Implementation Fee	\$ 0.00302


CONSENT
CALENDAR
ITEM


4F


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/17)

From: P. Joseph Grindstaff
General Manager 

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-1 Consulting Engineer Services Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a consulting engineering services contract for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec for the not-to-exceed amount of \$461,483; and
2. Authorize the General Manager to execute the consulting engineering services contract.

BACKGROUND

Commissioned in 1948, Regional Water Recycling Plant No. 1 (RP-1) has had numerous small projects and expansions over the years. These projects have resulted in a complicated primary effluent piping network and multiple diversion structures. As a result, the underground piping has localized high points that accumulate corrosive gases causing significant corrosion to wet wells, channels, pipelines, and other structures. In addition, facilities around the trickling filter are occasionally operated to assist the conveyance of the primary effluent through the plant and when not in operation water remains in the diversion structures and wet wells causing vector concerns.

Based on the findings and recommendations from a condition assessment report the scope of work includes:

- Corrosion protection and gate repair/replacement in various structures within the primary effluent system
- Replacing the eastern Plant 3 primary clarifier effluent bladder valve
- Recommendations on decommissioning and replacement of the existing primary clarifier diversion structure and related piping
- Decommissioning of the existing trickling filter's pump station
- Foul air system inspection/analysis and make recommendations for solutions based on the inspection results
- Prepare a Preliminary Design Report for local improvement of the RP-1 foul air system

On October 20, 2016, IEUA staff advertised on *Planet Bids* the Request for Proposals for consulting engineering services. On December 8, 2016, IEUA received proposals from Arcadis, Civiltec Engineering, and Stantec. The proposals were reviewed by a selection committee including staff from Engineering and Technical Services. Based on the project team qualifications and experience, understanding of the project scope, and ability to meet the project schedule, the committee unanimously concurred that Stantec was the most qualified firm to do the work.

The following table is the anticipated projected costs:

Description	Estimated Cost
Project Development	\$50,000
Consultant Engineer	\$461,483
Design Services Staff (~ 5%)	\$80,000
Construction Services (~ 10%)	\$190,000
Construction	\$1,900,000
Contingency (~ 10%)	\$190,000
Total Project Cost	\$2,871,483
Total Project Budget	\$1,885,000

It is anticipated that the final project costs may exceed the total project budget. Following this detailed design evaluation, staff will request the total project budget to be amended, if required, by the Board of Directors prior to construction.

Although this budget is limited to the engineering services during the design and bid, it is anticipated that this contract will be amended during construction contract award to include the engineering services during construction.

The following is the project schedule:

Project Milestone	Date
Consultant Contract Award	February 2017
Design Completion	March 2018
Construction Contract Award	May 2018
Construction Completion	May 2019

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the consulting engineering services contract award for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, for the not-to-exceed amount of \$461,483 will be within the current fiscal year budget of \$500,000 and total project budget in the amount of \$1,885,000 in the Regional Wastewater O&M (10800) Fund. Once the Preliminary Design is complete, future year funding will be re-appropriated accordingly.

Attachments:

1. Consulting Engineer Services Contract
<https://dl.dropbox.com/s/01erbsxhi462y5f/17032%20RP-1%20Primary%20Effluent%20Consulting%20Engineering%20Services%20Contract%20Award.pdf?dl=0>

PJG:CB:SS:nm

RP-1 Primary Effluent Conveyance Consultant Contract Award

Project No. EN15012
February 15, 2017

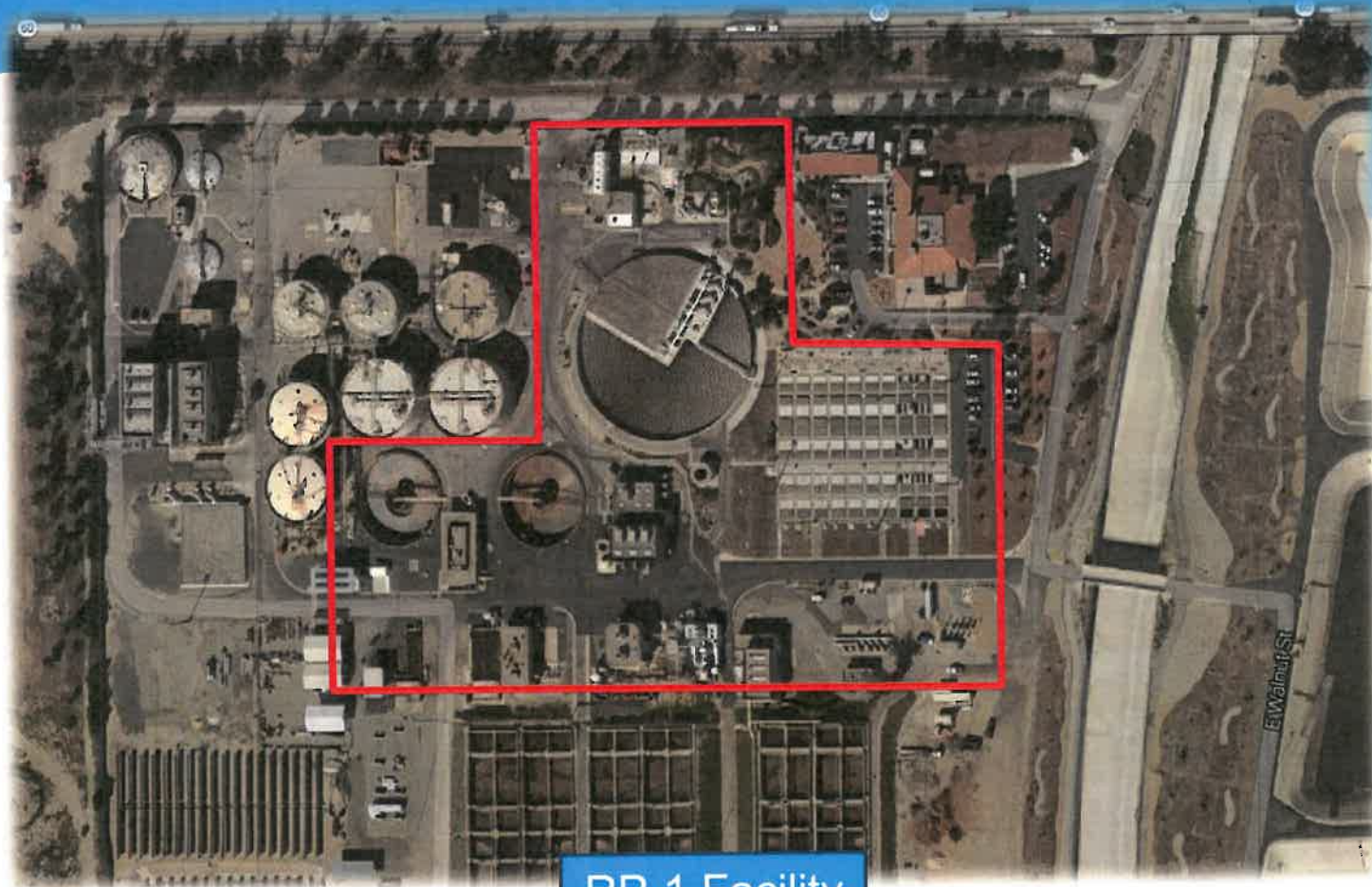


Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Nasrin Maleki, P.E.
Project Manager

Project Location



RP-1 Facility

Project Background

- Numerous project resulted in complicated primary effluent conveyance system
- Gases have resulted in significant corrosion to the conveyance system
- Vector issues will also be evaluated



Exposed Rebar in Grating in Support Beam



Primary Effluent Splitter Box
Weakened Concrete and Section Loss

Project Scope

- Repair corrosion to wet wells, conveyance channels, pipelines, and structures
- Eliminate piping high points
- Evaluate and address possible decommissioning of trickling filter and primary diversion structure
- Preliminary Design Report for local improvement of the RP-1 foul air system



Intermediate PS No. 2
Concrete Degradation & Exposed
Aggregate in the Vapor Space



Intermediate PS Wet Well
Coating Failure on Steel Bar Screen

Consultant Selection

- Received three proposals received on December 8, 2016:
 - Arcadis
 - Civiltec Engineering
 - Stantec
- Evaluation and selection committee included staff members from Engineering and Construction Management, and Technical Services
- Stantec was selected by committee based on:
 - Qualifications and experience
 - Understanding of the project scope
 - Ability to meet the project schedule

Project Budget and Schedule

Project Milestone	Date
Project Development	\$50,000
Consultant Engineer	\$461,483
Design Services(~5%)	\$80,000
Construction Services (~10%)	\$190,000
Construction	\$1,900,000
Contingency (~10%)	\$190,000
Total Project Cost	\$2,871,483
Total Project Budget	\$1,885,000

Project Milestone	Date
Consultant Contract Award	February 2017
Design Completion	March 2018
Construction Contract Award	May 2018
Construction Completion	May 2019



IEUA Goal/Recommendation

Staff recommends that the Board of Directors award the Consultant Engineering Services contract to Stantec for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, for the not-to-exceed amount of \$461,483, and authorize the General Manager to execute the contract.

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

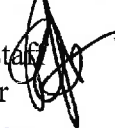
CONSENT
CALENDAR
ITEM


4G


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (2/8/2017)

From: P. Joseph Grindstaff
General Manager 

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-1 Engineering Services Contract Amendment

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the consultant contract amendment for additional design efforts for the RP-1 Power System Upgrades, Project No. EN13048 to Tetra Tech Inc., for the not-to-exceed amount of \$205,825; and
2. Authorize the General Manager to execute the amendment.

BACKGROUND

The Regional Water Recycling Plant No. 1 (RP-1) tertiary treatment facility operates a Recycled Water Pump Station (RWPS) which delivers recycled water to the 1158, 1050, and 930 pressure zones. Currently, there is insufficient power capacity to run all pumps simultaneously. As a result, IEUA launched Project No. EN13048 to upgrade the existing power system at RP-1 in order to provide adequate power to the RWPS to increase current capacity and accommodate the future capital projects.

In September 2016, Tetra Tech completed an analysis of the power system and prepared a preliminary design report (PDR) which provided a detailed power system recommendations as follow:

1. Replace two existing motor control centers.
2. Upgrade the existing cable between the power reliability building (PRB) switchgear and tertiary plant to increase their capacity.
3. Install a second feed from PRB switchgear to the tertiary plant.
4. Replace a PRB switchgear vertical section with a new one that has two circuit breaker compartments to accommodate the second feed to the tertiary plant.

Based on Tetra Tech’s work on the PDR, the project team’s qualifications and experience, understanding of the project scope, and ability to meet the project schedule, it was determined that Tetra Tech is most qualified to perform the design work.

Below are the projected costs for the project:

Description	Estimated Cost
Project Development and Preliminary Design	\$410,000
Consultant Engineer	\$205,825
Design Services	\$40,000
Construction Services (~15%)	\$100,000
Construction	\$680,000
Contingency (~15%)	\$100,000
Total Project Cost	\$1,535,825
Total Project Budget	\$1,600,000

Given that this is the design scope of services, staff anticipates to bring forward for approval a contract amendment/s for additional services including engineering services during construction when the construction award is considered.

The overall project schedule is as follows:

Project Milestone	Date
Consultant Contract Amendment	February, 2017
Design Completion	October, 2017
Construction Contract Award	January, 2018
Construction Completion	August, 2018

The RP-1 Power System Upgrades, Project No. EN13048, is consistent with *IEUA’s Business Goal of Water Reliability* of commitment to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region.

PRIOR BOARD ACTION

On April 15, 2015, the Board of Directors approved the consulting engineering services contract award for the RP-1 Power System Upgrades PDR to Tetra Tech, Inc.

IMPACT ON BUDGET

If approved, the amendment to the consulting engineering services contract for the RP-1 Power System Upgrades, Project No. EN13048, for the not-to-exceed amount of \$205,825 will be within the total project budget of \$1,600,000 in the Recycled Water (WC) Fund.

Attachments

1. Consultant contract amendment

PJG:CB:SS:aa

RP-1 Power System Upgrades Consultant Contract Amendment

Project No. EN13048

February 15, 2017



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Adham Almasri
Senior Engineer, P.E., PMP

Project Location



Project Background

- RP-1 does not have power to run all recycled water pumps simultaneously
- Power limitations will affect several planned capital projects
- Power system upgrades required to provide a more reliable system



Vertical Switchgear Inside the Power Reliability Building

Project Scope

- Upgrade two motor control centers
- Upgrade the existing aluminum cable to increase capacity
- Install a second power feed to the tertiary plant
- Replace one cabinet in the switchgear inside the power reliability building.



Project Budget and Schedule

Description	Estimated Cost
Project Development & Preliminary Design	\$410,000
Consultant Engineer	\$205,825
Design Services	\$40,000
Construction Services (~15%)	\$100,000
Construction	\$680,000
Contingency (~15%)	\$100,000
Total Project Cost	\$1,535,825
Total Project Budget	\$1,600,000

Project Milestone	Date
Consultant Contract Amendment	February, 2017
Design Completion	October, 2017
Construction Contract Award	January, 2018
Construction Completion	August, 2018

IEUA Goal/Recommendation

Staff recommends that the Board of Directors approve the consultant contract amendment for additional design efforts for the RP-1 Power System Upgrades, Project No. EN13048 to Tetra Tech for the not-to-exceed amount of \$205,825; and authorize the General Manager to execute the amendment.

The RP-1 Power System Upgrades, Project No. EN13048, is part of the **Agency's Business Goal of Water Reliability** **Business** of commitment to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region.



CONTRACT AMENDMENT NUMBER: 4600001853-002

FOR

RP-1 POWER SYSTEM UPGRADES, PROJECT EN13048.00

THIS CONTRACT AMENDMENT (the "Amendment"), is made and entered into this _____ day of _____, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Tetra Tech, Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), to provide consulting design engineering services for the Regional Plant Number One Power System Upgrades Project No. EN13048, and shall revise the Contract as amended:

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

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

3. **ORDER OF PRECEDENCE IS CHANGED TO READ:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract 4600001853.
 - B. Contract Number 4600001853, General Terms and Conditions.
 - C. Agency's Request for Proposal RFP-RW-16-032 and all germane Addenda and correspondence, incorporated herein by this reference.
 - D. Consultant's Original Proposal dated December 21, 2016, incorporated herein by this reference.
4. **SCOPE OF WORK AND SERVICES IS CHANGED TO READ:** Consultant services and responsibilities shall include and be in accordance with tasks identified in RFP-RW-16-032 solicited on November 16, 2016 via the PlanetBids System, which is incorporated herein and made a part hereof by this reference.
5. **TERM IS CHANGED TO READ:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2019 unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION IS CHANGED TO READ:** The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a **Fixed Price Level-of-Effort** basis at the rates specified within Consultant's **Fee Proposal**, up to the **NOT-TO-EXCEED MAXIMUM OF \$475,205.00**. (Note: This amendment represents a net increase of **\$205,825.00** to the Contract as per **Exhibit A** which is incorporated herein, attached hereto and made a part hereof by this reference.)

Contractor shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>] Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

- A. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor [<http://www.dir.ca.gov/Public-Works/PublicWorks.html>] & <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>].

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

For all public works performed in excess of \$1,000.00, SB854 is applicable:

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

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

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

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

9. **INSURANCE IS CHANGED TO READ:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

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

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

1. **General Liability and Automobile Liability Coverage**

- a. **Additional Insured Status:** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection

with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. **Primary Coverage:** The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

- D. **Acceptability of Insurers:** All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:-VII, and who are admitted insurers in the State of California.
- E. **Verification of Coverage:** Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents

prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Inland Empire Utilities Agency, A Municipal Water District
Attn: Ms. Angela Witte, Risk Specialist, email awitte@ieua.org
P.O. Box 9020
Chino Hills, California 91709

10. **LEGAL RELATIONS AND RESPONSIBILITIES IS CHANGED TO READ:**

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

Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for any aspect of public works construction having a value of \$1,000.00 or more:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html> .

- D. Confined Space Work:
- I. Precautions and Programs:
- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
- b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the

Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.

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

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

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

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

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.* This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.


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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

TETRA TECH, INC.:

P. Joseph Grindstaff
General Manager

(Date)



Steve Tedesco, P.E.
Senior Vice President
Water, Environment & Infrastructure

1/24/17
(Date)

Exhibit A



December 21, 2016

Mr. Robert Wallin
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California, 91708

Reference: Fee Proposal for Consulting Engineering Services for Regional Plant No. 1 (RP1) Power System Upgrades, Project No. EN13048

Dear Mr. Wallin:

Tetra Tech is very pleased and excited to submit our fee proposal to the Inland Empire Utilities Agency (IEUA). Per the requirements of the Request for Proposal issued by IEUA we have provided this fee proposal in a separate sealed envelope. Attached is our work plan with a breakdown of labor hours by employee billing classification, together with the cost of non-labor and subconsultant services included in the fee proposal.

Thank you for giving us the opportunity to submit our proposal. We look forward to your positive response. If you need additional information or have any questions, please feel free to contact me directly at (949) 809-5153.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Tedesco'.

Steve Tedesco, PE
Senior Vice President
Water, Environment & Infrastructure

A handwritten signature in black ink, appearing to read 'Mazen Kassar'.

Mazen Kassar, PE
Project Manager
Water, Environment & Infrastructure

MK:cg:bm

Attachment(s)

Price Proposal		Revision Date: Dec 19, 2016		Labor Plan					Price Summary / Totals							
IEUA RP-1 Power Systems Upgrade <i>Electrical Power System upgrade EN13048</i>				5 Resource					Task Pricing Totals							
									205,825							
Contract Type: T&M									Specify Add'l Fees on Setup							
									Technology Use Fee							
									Total Price							
									205,825							
									Pricing by Resource							
									Task Pricing Totals							
									205,825							
Project Phases / Tasks	Schedule			Total Labor Hrs	Project Manager (Rauch Kasari)	Electrical Engineer (Nicole Har)	Electrical Engineer (Ricardo Aguirre)	Electrical Designer (Kriszta)	QA/QC Manager (Mark Blum)	Labor Rate Est.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
	From	Thru	Months													
				1,123	787	302	244	180	25	0.00%	175,175	30,000	550	-	-	205,825
Project Management				75	74	-	-	-	1		18,375	-	-	-	-	18,375
Project Initiation				8	8	-	-	-	1		1,960	-	-	-	-	1,960
HASP				3	2	-	-	-	1		735	-	-	-	-	735
Invoicing and progress reports				24	24	-	-	-	-		5,880	-	-	-	-	5,880
Sub-consultant Management				40	40	-	-	-	-		9,800	-	-	-	-	9,800
1. Field Investigation				156	44	56	56	-	-		25,340	20,000	550	-	-	45,890
Retrieve/Review Existing Drawings				36	4	16	16	-	-		5,340	-	50	-	-	5,190
Site visit and inspection				120	40	40	40	-	-		20,200	20,000	500	-	-	40,700
2. Meet with Agency Staff				40	16	16	8	-	-		7,040	-	50	-	-	7,090
Workshop				40	16	16	8	-	-		7,040	-	50	-	-	7,090
3. 50% Plans and Specifications				420	72	160	100	76	12		61,676	10,000	-	-	-	71,676
MCC-7M and MCC-11M Replacement				56	8	24	24	-	-		8,200	-	-	-	-	8,200
Replace existing T-Plant Feeder Cables				24	8	16	-	-	-		4,040	-	-	-	-	4,040
Modify Existing T-Plant switchboard				32	8	24	-	-	-		5,080	-	-	-	-	5,080
Install New Redundant T-Plant Feed				32	8	24	-	-	-		5,080	-	-	-	-	5,080
Install New PRE Switchgear Section				24	8	16	-	-	-		5,040	-	-	-	-	5,040
Design Survey											10,000	-	-	-	-	10,000
Drawings				192	74	40	60	80	8		26,600	-	-	-	-	26,600
Specifications				60	8	16	16	16	4		8,636	-	-	-	-	8,636
4. 100% Plans and Specifications				374	62	136	80	88	8		55,678	-	-	-	-	55,678
MCC-7M and MCC-11M Replacement				40	8	16	16	-	-		6,120	-	-	-	-	6,120
Replace existing T-Plant Feeder Cables				28	4	16	8	-	-		4,100	-	-	-	-	4,100
Modify Existing T-Plant switchboard				36	4	16	-	16	-		4,596	-	-	-	-	4,596
Install New Redundant T-Plant Feed				36	4	16	-	16	-		4,596	-	-	-	-	4,596
Install New PRE Switchgear Section				34	2	16	-	16	-		4,106	-	-	-	-	4,106
QA/QC				16	8	-	-	-	8		3,920	-	-	-	-	3,920
Drawings				144	24	40	40	40	-		20,120	-	-	-	-	20,120
Specifications				40	8	16	16	-	-		6,120	-	-	-	-	6,120
5. Construction Cost Estimate				40	8	16	-	16	-		5,576	-	-	-	-	5,576
Coordinate with Equipment Suppliers				20	4	8	-	8	-		2,788	-	-	-	-	2,788
Develop Construction Cost Estimate				20	4	8	-	8	-		2,788	-	-	-	-	2,788
6. Kick-Off-Meeting				12	4	4	-	-	4		2,480	-	50	-	-	2,530
Kick-off Meeting				12	4	4	-	-	4		2,480	-	50	-	-	2,530
7. Environmental Review				6	2	4	-	-	-		1,010	-	-	-	-	1,010
Detailed Project Description				6	2	4	-	-	-		1,010	-	-	-	-	1,010
Totals				1,123	182	332	244	180	25	0.00%	175,175	30,000	650	-	-	205,825


CONSENT
CALENDAR
ITEM


4H


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/17)

From: P. Joseph Grindstaff
General Manager 

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

Shaun J. Stone 
Manager of Engineering

Subject: CCWRF Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a construction contract for the CCWRF Valve Replacement, Project No. EN17051, to Ferreira Construction Co., in the amount of \$178,809; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Carbon Canyon Water Recycling Facility (CCWRF) has been in operation and producing recycled water since 1992. Operations and Maintenance have identified multiple valve deficiencies throughout CCWRF that are causing difficulties for staff to operate and maintain the facility. Additionally, there are two existing piping systems that are no longer in use and create unnecessary maintenance.

The scope of the subject project will replace 35 deficient valves located throughout CCWRF. Nineteen plug valves located in the primary sludge pump gallery will be replaced. Furthermore, the existing chlorine gas line and a portion of the primary sludge pipeline that are no longer in use will be removed from the primary sludge pump gallery and capped accordingly. In addition, 16 gate valves located below grade on the recycled water pipeline loop will be excavated and replaced.

On December 22, 2016, a request for bids was advertised to the prequalified contractors on the under \$2,000,000 list. Six contractors participated in the job walk on January 4, 2017. On January 12, 2017, the following bids were received:

Bidder's Name	Total Price
Ferreira Construction Co.	\$178,809
Mike Bubafo Construction	\$179,000
W.A. Rasic Construction Co.	\$231,500
Genesis Construction	\$255,791
J.F. Shea Construction, Inc.	\$288,767
SCW Contracting Corporation	\$355,146
Engineer's Estimate	\$270,000

Ferreira Construction Co. was the lowest responsive and responsible bidder with a bid price of \$178,809. Ferreira Construction Co. has performed several successful projects for the Agency past showing good workmanship and responsiveness.

The following table is the anticipated project cost:

Description	Estimated Cost
Design	\$13,000
Construction Services (~10%)	\$18,000
Construction	\$178,809
Contingency (~15%)	\$27,000
Total Project Cost	\$236,809
Total Project Budget	\$250,000

The overall project schedule is as follows:

Project Milestone	Date
Construction Contract Award	February 2017
Construction Completion	August 2017

The CCWRF Valve Replacement Project is consistent with the IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the construction award in the amount of \$178,809 will be within the total project budget of \$250,000 for the CCWRF Valve Replacement, Project No. EN17051 in the Recycled Water (WC) Fund and the total project budget of \$60,000 for the CCWRF RO Valve Replacement, Project No. EN17070 in the Regional Operations (RO) Fund.

Attachments:

1. Construction Contract

<https://dl.dropbox.com/s/qi9laasdt7yuq1/17031%20Attachment%20CCWRF%20Valve%20Replacment%20Construction%20Contract%20Award.pdf?dl=0>

PJG:CB:SS:rw

CCWRF Valve Replacement Project Construction Contract Award

Project No. EN17051
February 15, 2017



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Project Location



Primary
Sludge Pump
Gallery

Existing 10"
Recycled
Water Pipeline

Locations of
Valves to be
replaced

Carbon Canyon Water Recycling Facility

Project Background

- Deteriorated and end of life valves in the primary sludge gallery
- Abandoned (unused) piping within sludge gallery creates unnecessary maintenance



Existing Plug Valves



Primary Sludge Pipes

Project Scope

- Replace 19 plug valves located in the primary sludge pump gallery
- Excavate and replace 16 recycled water pipeline gate valves and valve boxes
- Remove two existing pipelines and cap remaining pipelines accordingly



New DeZurik Plug Valve

Bid Summary

Six bids were received on January 12, 2017:

Bidder's Name	Total Price
Ferreira Construction Co.	\$178,809
Mike Bubalo Construction	\$179,000
W.A. Rasic Construction Co.	\$231,500
Genesis Construction	\$255,791
J.F. Shea Construction, Inc.	\$288,767
SCW Contracting Corporation	\$355,146
Engineer's Estimate	\$270,000

Project Cost and Schedule

Description	Estimated Cost
Design	\$13,000
Construction Services (~10%)	\$18,000
Construction	\$178,809
Contingency (~15%)	\$27,000
Total Project Cost	\$236,809
Total Project Budget	\$250,000

Project Milestone	Date
Design Completion	December 2016
Construction Contract Award	February 2017
Construction Completion	August 2017



IEUA Goal/Recommendation

Staff recommends that the Board of Directors award the construction contract to Ferreira Construction Co., for the CCWRF Valve Replacement, Project No. EN17051, in the amount of \$178,809, and authorize the General Manager to execute the contract.

The CCWRF Valve Replacement Project is consistent with the **Agency's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

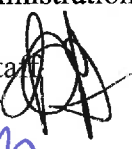
**CONSENT
CALENDAR
ITEM**


41


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/17)
Finance and Administration Committee (02/08/17)

From: P. Joseph Grindstad 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-4 Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a construction contract for the RP-4 Disinfection Facility Improvements, Project No. EN14018, to W.A. Rasic in the amount of \$1,839,400;
2. Approve a total project budget amendment in the amount of \$284,400 for Project No. EN14018; and
3. Authorize the General Manager to execute the construction contract and budget amendment.

BACKGROUND

The Regional Water Recycling Plant No. 4 (RP-4) began operation in 1997 with an average daily liquid treatment capacity of seven million gallons per day (MGD). In 2009, the plant's treatment capacity was expanded to 14 MGD. Since the expansion, the tertiary chemical system has been in need of improvements due to a change in the operational strategy and general deterioration.

The existing chemical disinfection facility is in the maintenance building in the southeast corner of the treatment plant. The concrete tank pads, metal supports, and containment walls in the chemical area are experiencing significant corrosion. In addition to the corrosion, there is limited tank capacity that does not allow for a full delivery of chemicals, causing additional costs from

multiple small chemical deliveries. This proposed project will relocate the chemical disinfection facility to a centralized location within the plant and provide adequately-sized chemical tanks, pumps, and related controls. Reliable chemical storage and dosing systems are critical for regulatory compliance and distribution of high quality recycled water.

On November 16, 2016, the Board rejected the construction bids received in September 2016. Accordingly, staff re-scoped the project into two projects; inside building retrofits and the chemical system improvements project.

On November 22, 2016, IEUA re-advertised a request for bids to the prequalified contractors on the under \$2,000,000 list. Six contractors participated in the job walk on December 15, 2016. On January 12, 2016, the following four bids were received:

Bidder's Name	Total Price
W.A. Rasic	\$1,839,400
SCW Contracting	\$1,901,634
GSE Construction	\$1,916,800
J.F. Shea Construction	\$1,971,485
Engineer's Estimate	\$2,000,000

W.A. Rasic was the lowest responsive and responsible bidder with a bid price of \$1,839,400. W.A. Rasic has performed several successful projects for IEUA in the past showing good workmanship and responsiveness.

The following table is the anticipated project cost:

Description	Estimated Cost
Design	\$410,000
Construction Services (~ 13.5%)	\$250,000
Construction	\$1,839,400
Contingency (~ 10%)	\$185,000
Total Project Cost	\$2,684,400
Total Project Budget	\$2,400,000
Budget Amendment	\$284,400

Based on the bid results and the anticipated total project cost, staff is requesting a total project budget amendment in the amount of \$284,400 for the RP-4 Disinfection Facility Improvements, Project No. EN14018.00. Projected expenditures for FY 2016/17 is within the current, approved fiscal year budget.

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	February 2017
Construction Completion	February 2018

The RP-4 Disinfection Facility Improvements Project are consistent with *IEUA's Business Goal of Wastewater Management* specifically the Water Quality and Asset Management objectives that IEUA will ensure the regional sewer system and treatment facilities are planned, maintained, and upgraded to meet evolving requirements, sustainably managed, accommodate changes in regional water use, and protect public health and the environment.

PRIOR BOARD ACTION

On November 16, 2016, the Board of Directors rejected the construction bids received on September 4, 2016.

On March 18, 2015, the Board of Directors approved the amendment to the engineering services contract with IDS Group for additional consulting services for the RP-4 Disinfection Facility Improvements for the not-to-exceed amount of \$105,110.

IMPACT ON BUDGET

If approved, the construction contract for the RP-4 Disinfection Facility Improvements, Project No. EN14018, will be supported by the revised total project budget of \$2,684,400 in the Regional Wastewater Capital (RC) Fund. An estimated amount of \$475,000 will be spent on the project this fiscal year, with the remaining project costs to be spent in future fiscal years. The future year funding will be re-appropriated accordingly during the FY 2017/18 review of the Ten Year Capital Improvement Plan.

Attachments

1. Construction Contract

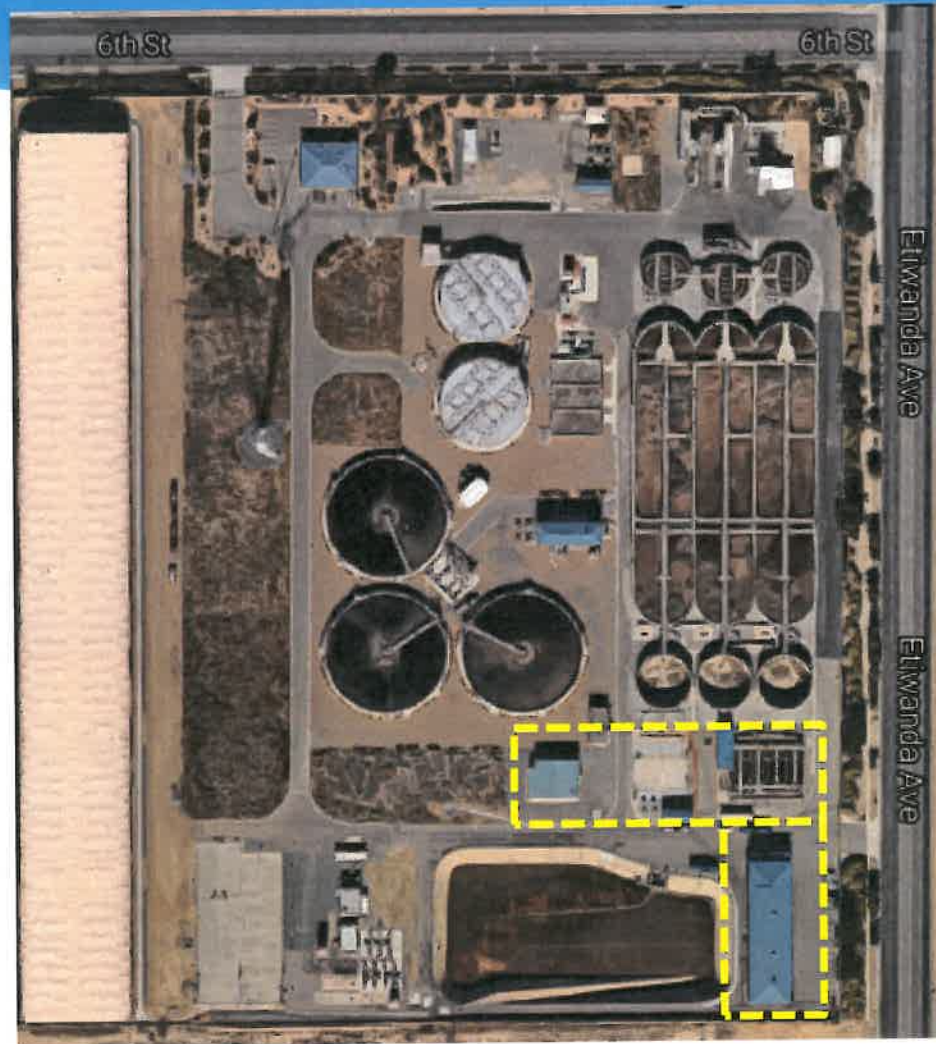
PJG:CB:SS:aa

RP-4 Chemical System Improvements Construction Contract Award

Project No. EN14018
February 15, 2017



Project Location



Project Background

- Deterioration of disinfection equipment and multiple chemical pipeline failures
- Corroded floor, outside doors and walls
- No back-up chlorine injection piping to contact basins
- No chlorine injection to the aqua disk filters or the RAS pump station



Corrosion Damage



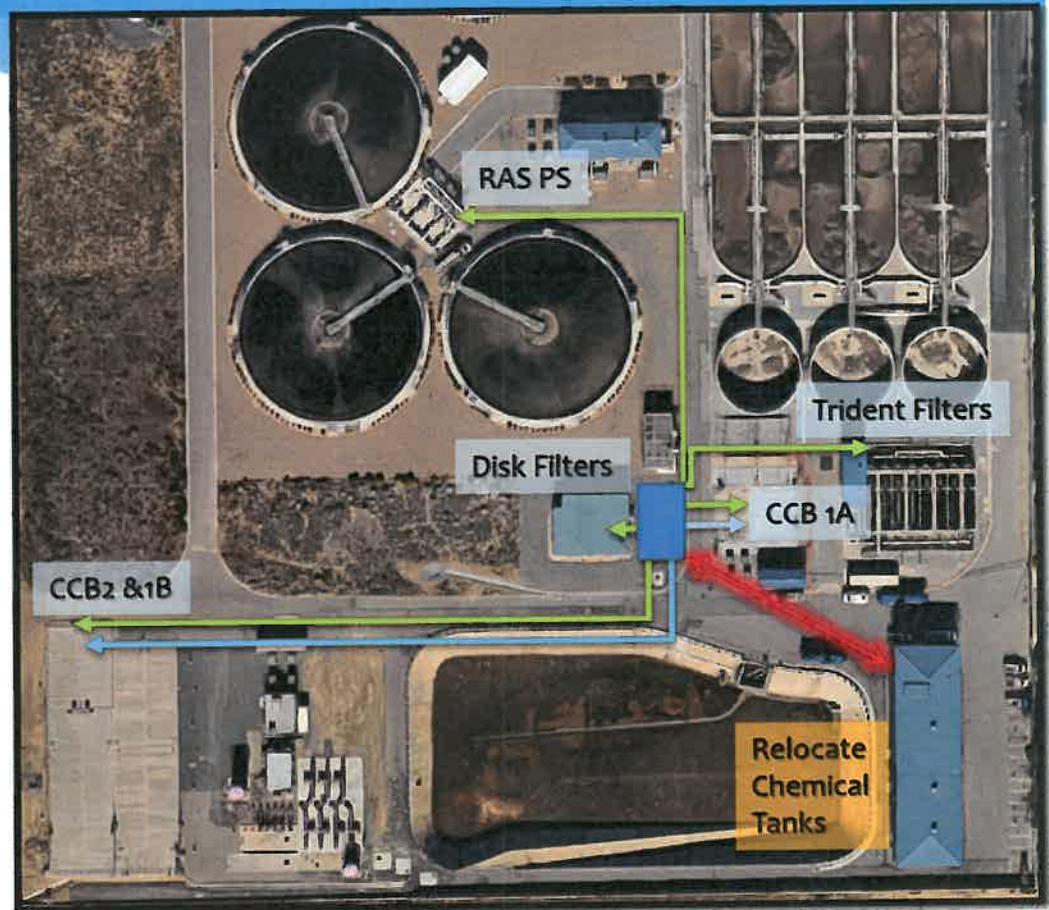
Existing Diaphragm Pump



Aqua Disk Algae Growth

Project Scope

- Construct new disinfection facility in more efficient location
- Install new automated chemical metering pumps
- Install new PVC chemical tubing from new chlorine facility to injection points
- Perform instrumentation and control programming



Bid Summary

- On November 22, 2016, project was advertised.
- The following construction bids were received on January 12, 2017

Bidder's Name	Bid Amount
W.A. Rasic	\$1,839,400
SCW Contracting	\$1,901,634
GSE Construction	\$1,916,800
J.F. Shea Construction	\$1,917,485
Engineer's Estimate	\$2,000,000

Project Cost and Schedule

Description	Estimated Cost
Design	\$410,000
Construction Contract	\$1,839,400
Construction Services (~13.5%)	\$250,000
Construction Contingency (~10%)	\$185,000
Total Project Cost	\$2,684,400
Current Total Project Budget	\$2,400,000
Budget Amendment	\$284,400

Project Milestone	Date
Construction Contract Award	February 2017
Construction Completion	February 2018



IEUA Goal/Recommendation

Staff recommends that the Board of Directors:

- Award the construction contract to W.A. Rasic, in the amount of \$1,839,400 for the RP-4 Disinfection Facility Improvements, Project No. EN14018; and
- Approve a total project budget amendment in the amount of \$284,400 for Project No. EN14018; and
- Authorize the General Manager to execute the construction contract and budget amendment.

The RP-4 Disinfection Facility Improvements Project is consistent with the **Agency's Business Goal of Wastewater Management** specifically the Water Quality and Asset Management objectives that IEUA will ensure the regional sewer system and treatment facilities are planned, maintained, and upgraded to meet evolving requirements, sustainably managed, accommodate changes in regional water use, and protect public health and the environment.

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this 15th day of February, 2017, by and between W.A. Rasic Construction Co., Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR *RP-4 Disinfection Facility Improvements, Project Number EN14018.00* in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$(1,839,400) One Million Eight Hundred Thirty Nine Thousand Four Hundred Dollars
and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency Three Hundred Sixty Five (365) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of Four Thousand (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D -Contract

and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

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

By _____
General Manager

Contractor
W. A. Rasic Construction Company, Inc.

By _____
Title Peter L. Rasic, President
25 Jan 2017

*A Municipal Water District


**ACTION
ITEM**


5A


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/17)
Finance and Administration Committee (02/08/17)

From: P. Joseph Grindstaff 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-2 Microturbine Design-Build Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a design-build contract for the RP-2 Microturbine Installation Project No. EN17065, to Geveden Industrial in the amount of \$1,876,809;
2. Approve a ten-year service agreement with Cal Microturbine in the amount of \$752,460 for Project No. EN17065;
3. Approve a total project budget in the amount of \$2,210,000 and FY budget in the amount of \$850,000 for Project No. EN17065; and
4. Authorize the General Manager to execute the budget amendment and the construction contract and maintenance service agreement subject to non-substantive changes.

BACKGROUND

Since 1990, Regional Plant No. 2 (RP-2) has produced renewable energy by fueling a cogeneration engine with digester gas. Due to stringent emissions limits imposed by South Coast Air Quality Management District (SCAQMD) Rule 1110.2, the engine is no longer able to operate in compliance. In anticipation of the engine shutdown, Inland Empire Utilities Agency (IEUA) evaluated alternative technologies that could comply with environmental regulations while

beneficially and cost effectively utilizing the digester gas produced on site in consideration of RP-2's scheduled decommissioning in January 2023.

Analysis showed that a digester gas-fueled microturbine was the most cost effective option. IEUA issued a Design-Build Request for Proposals (RFP) in October 2015, but subsequently rejected the proposal when the payback period for the only responsive cost proposal exceeded the remaining life of the RP-2 facility. Since that time, IEUA's continued discussions with prospective microturbine suppliers indicated that a modified RFP would yield more competitive responses while still meeting IEUA's payback and operational requirements.

Although a prerequisite of the project's evaluation criteria was to achieve a return on investment within the remaining life of RP-2, the installation will be designed to facilitate an economical relocation of the microturbine following the facility decommissioning, if desirable.

On November 21, 2016, an RFP was advertised on Planet Bids to all microturbine suppliers. Two prospective contractors participated in the job walk on November 28, 2016. On December 13, 2016, two proposals were received. A technical committee reviewed the proposals to determine the most qualified, responsive, and responsible bidder. Following the technical evaluation, the fee proposals were considered to determine the best value to IEUA. The following fee proposals were received:

Bidder's Name	Total Price
Geveden Industrial	\$1,876,809
Regatta Solutions	\$2,829,336
Engineer's Estimate	\$2,350,000

In consideration of the technical evaluation and fee proposals, the evaluation committee selected Geveden Industrial to perform the design and construction of the RP-2 microturbine.

Below are the projected costs for the project:

Description	Estimated Cost
Design	\$47,863
Construction	\$1,828,946
Construction Services (~ 8%)	\$145,000
Contingency (~10%)	\$183,400
Total Project Cost	\$2,204,809
Total Project Budget	\$2,210,000
SGIP Incentive Credit	(\$792,000)

It should be noted that the cost effectiveness of this project is dependent upon receipt of Self Generation Incentive Program (SGIP) funding. Should the project fail to receive the SGIP incentive, the contract with Geveden Industrial will be voided and all work will be stopped

immediately. The SGIP incentive notification is expected to be received by March 2017, prior to the project design completion in April 2017.

To secure SGIP funding, IEUA is required to enter into a service agreement with Cal Microturbine to provide ongoing maintenance of the microturbine and gas conditioning system. Negotiations for this agreement caused this item to be pulled from the January Board agenda. The service agreement language has been finalized and approved by legal counsel to provide suitable protection to IEUA and the continued operation of the equipment. The service agreement has a ten-year term and has a fixed annual price of \$75,246.

The total project budget and ongoing maintenance costs were used in the project's economic analysis to determine the project's return on investment. The analysis showed a payback of 4.9 years, and found that the average cost of power from the microturbine over the first five years of operation is 11.3¢/kWh, as compared to an initial energy cost of 12.2¢/kWh from the electric utility, netting an estimated savings of \$85,000. This assumes the total capital expenditures are annualized over the five-year period. After the five-year period, capital expenditures fully recovered the cost of power generated from the microturbine would cost IEUA approximately 3.5¢/kWh, netting an annual savings of approximately \$564,000.

In addition to cost effectiveness, the microturbine meets IEUA's environmental stewardship and sustainability goals. Renewable power generation during peak periods has been a longstanding IEUA objective, as well as reduction of greenhouse gas emissions. Studies have shown that microturbine emissions are approximately 40% lower than those from a cogeneration engine.

The overall project schedule is as follows:

Project Milestone	Date
Construction Contract Award	February 2017
Project Completion	December 2017

The RP-2 Microturbine Installation Project No. EN17065 is consistent with the *IEUA's Business Goal of Wastewater Management* that renewable resources will be effectively managed to achieve peak power independence in an environmentally responsible and cost effective manner. The project is also consistent with the Energy Management Plan's goals of reducing digester gas flaring and achieving carbon neutrality by 2030. The microturbine also aligns with IEUA's goal of achieving and tracking Greenhouse Gas (GHG) reductions from environmentally sustainable operations.

PRIOR BOARD ACTION

On June 15, 2016, the Board of Directors rejected the November 17, 2015, proposal from Regatta Solutions for design/build services for the not-to-exceed amount of \$3,112,450.

IMPACT ON BUDGET

If approved, the design-build contract award for the RP-2 Microturbine Installation Project No. EN17065, in the amount of \$1,876,809, will be within the total project budget of \$2,210,000 and FY-2016/2017 budget of \$850,000 in the Regional Operations (RO) Fund. An estimated amount of \$850,000 will be spent on the project this fiscal year, with the remaining amount of \$1,360,000 to be spent in future fiscal years. The future year funding will be re-appropriated accordingly during the FY-2017/2018 review of the Ten Year Capital Improvement Plan.

Attachments:

1. Design-build contract

<https://dl.dropbox.com/s/hcmfpwzzhqs6rud/17030%20Design-Build%20Contract%20RP-2%20Microturbine%20Design%20Build%20Contract%20Award%20Feb%202017.pdf?dl=0>

2. Service agreement

<https://dl.dropbox.com/s/sw10x1t9elq1f8p/17030%20Service%20Agreement%20RP-2%20Microturbine%20Design%20Build%20Contract%20Award%20Feb%202017.pdf?dl=0>

PJG:CB:SS:jp

RP-2 Microturbine Design-Build Contract Award

Project No. EN17065
February 15, 2017



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Project Location



Project Background

- RP-2 cogeneration engine permanently shut down in 2016
 - Unable to comply with stringent AQMD emissions limits
 - Digester gas currently used in boilers, then excess is flared
- Alternative power generation source requirements
 - Compliant with air quality standards
 - Beneficial use of biogas
 - Achieve payback within remaining life of facility
 - Transportability following RP-2 decommissioning
 - Consistent with sustainability and GHG reduction goals

Project Scope

- Design and construct 600 kW microturbine
- Install digester gas cleaning system
- Secure Self Generation Incentive Program (SGIP) Funding
 - Maintenance service agreement
- IEUA to own microturbine



600 kW Microturbine

Bid Summary

- On November 21, bids were advertised on Planet Bids
- On November 28, two contractors attended the job walk
- On December 13, two proposals were received

Bidder's Name	Total Price
Geveden Industrial	\$1,876,809
Regatta Solutions	\$2,829,336
Engineer's Estimate	\$2,350,000

Project Cost and Schedule

Description	Estimated Cost
Design	\$47,863
Construction	\$1,828,946
Construction Services (~8%)	\$145,000
Contingency (~10%)	\$183,000
Total Project Cost	\$2,204,809
Total Required Project Budget	\$2,210,000
SGIP Incentive Credit	(\$792,000)

Project Milestone	Date
Construction Contract Award	February 2017
Construction Completion	December 2017

IEUA Goal/Recommendation

Staff Recommends the Board Approves:

- Award of a design-build contract for the RP-2 Microturbine Installation Project No. EN17065, to Geveden Industrial in the amount of \$1,876,809;
- Approve a ten-year service agreement with Cal Microturbine in the amount of \$752,460 for Project No. EN17065;
- Approve a total project budget in the amount of \$2,210,000 and FY budget in the amount of \$850,000 for Project No. EN17065; and
- Authorize the General Manager to execute the budget amendment and the construction contract and maintenance service agreement subject to non-substantive changes.

The RP-2 Microturbine Installation project is consistent with the **IEUA's Business Goal of Wastewater Management** that renewable resources will be effectively managed to achieve peak power independence in an environmentally responsible and cost effective manner. The project is also consistent with the Energy Management Plan's goals of reducing digester gas flaring and achieving carbon neutrality by 2030. The microturbine also aligns with IEUA's goal of achieving and tracking Greenhouse Gas (GHG) reductions from environmentally sustainable operations.



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MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT ("**Agreement**") is entered into as of _____, 2017 ("**Agreement Reference Date**") by and between Cal Microturbine, Inc., a California corporation ("**CM**" or "**Distributor**") and the Inland Empire Utilities Agency ("**Purchaser**" or "**Owner**") with reference to the following matters.

- I. Purchaser purchased through CM certain generator systems, biogas conditioning skid and related equipment identified and listed on the Exhibit 1 attached to this Agreement (collectively, the "**Covered Equipment**").
- II. Purchaser desires to enter into this Agreement to engage and authorize CM to provide certain routine, non-routine and annual maintenance services as specifically set forth in this Agreement for the Covered Equipment.

In consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser hereby authorizes and purchases from CM and CM hereby agrees to provide to Purchaser certain services as specifically described in this Agreement ("**Services**"), including the provision of any necessary parts ("**Parts**"), for the maintenance of the Covered Equipment, all in accordance with and subject to the terms and conditions set forth herein and as follows:

- A. THE CAPSTONE-MANUFACTURED MICROTURBINE EQUIPMENT. CM shall provide the Services for the Capstone-Manufactured C600S Microturbine and Heat Recovery Modules identified on Exhibit 1 (collectively, the "**Capstone Microturbine Equipment**"), all based upon the price, payment, scope of services as fully set forth in the attached Exhibit A. If repairs or additional labor outside of the applicable Services are determined to be necessary or recommended, then CM and Purchaser shall negotiate the costs for such additional labor and other costs and expenses, which shall be approved in writing by Purchaser in advance.
- B. THE UNISON-MANUFACTURED BIOGAS CONDITIONING SKID EQUIPMENT. CM shall provide the Services for the Unison-Manufactured Biogas Conditioning Skid equipment identified on Exhibit 1 (the "**Biogas Conditioning Skid Equipment**"), all based upon the price, payment, scope of services as fully set forth in the attached Exhibit B entitled the Biogas Conditioning System Maintenance Service Agreement. If repairs or additional labor outside of the applicable Services are determined to be necessary or recommended, then CM and Purchaser shall negotiate the costs for such additional labor and other costs and expenses, which shall be approved in writing by Purchaser in advance.
- C. LIMITED WARRANTY.
 - 1. CM shall warrant the performance of the Microturbine Equipment on a limited basis as follows: if the microturbine power output decreases below 80% of the rated power capacity, for any continuous two-month period, the Microturbine Equipment shall be considered nonperforming and CM shall repair or replace to bring system back into performance ("**Microturbine Limited Warranty**"). The Microturbine Limited Warranty shall commence on the date on which Inland Empire Utilities agency shall activate or turn on the Capstone Microturbine Equipment ("**Date of Commissioning**") and shall expire on the tenth anniversary of the Date of Commissioning so long as this Agreement remains in effect. CM shall provide written notice of the Date of



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Commissioning to Purchaser.

- 2. The Biogas Conditioning Skid Equipment shall be warranted on a limited basis and as expressly stated in Exhibit C entitled Fuel Quality Guaranty, which is attached hereto and made part hereof.

D. DISPUTE RESOLUTION. Any controversy or dispute between the parties to this Agreement arising out of any of the terms, provisions, or conditions of this Agreement shall be submitted to non-binding arbitration. The demand for arbitration sent to Purchaser shall include a list of five names of persons acceptable to Distributor for appointment as Arbitrator. In the event that none of the names submitted by Distributor are acceptable to Purchaser, or if for any reason the Arbitrator selected is unable to serve, the Purchaser shall submit to Distributor a list of five names of persons acceptable to Purchaser for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable. If the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

E. MISCELLANEOUS TERMS. This Agreement contains the entire agreement between the parties hereto, and supersedes all prior agreements, representations and understandings of the parties, relating to the subject matter of this Agreement. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by all the parties. This Agreement may be executed in one or more counterparts, each of which will be deemed a valid, original agreement, but all of which together will constitute one and the same instrument. A photographic, facsimile (fax), or PDF copy of the signature(s) of any of the parties will be deemed an original and may be used as a duplicate original. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereunder, will be governed by and construed in accordance with the laws (and not the internal conflict of law provisions) of the State of California. In the event of any conflict between the foregoing provisions and the provisions of any of the exhibits attached to this Agreement, the terms contained in any of the exhibits attached to this Agreement shall control.

This Agreement is executed and entered into as of the Agreement Reference Date written above.

CAL MICROTURBINE, INC.

PURCHASER:

INLAND EMPIRE UTILITIES AGENCY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____



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EXHIBIT A

OWNER'S PROTECTION PLAN
FOR THE CAPSTONE MICROTURBINE EQUIPMENT

- A. **Owner's Protection Plan**, 10 years or 89,999 system hours, parts & labor, with overhaul.
- B. **Covered Services included in Owner's Protection Plan ("the Services")**.
 - 1. Scheduled maintenance parts as needed, pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440000).
 - 2. Scheduled maintenance engine overhaul at ~40,000 engine hours.
 - 3. Unscheduled maintenance parts as needed, including:
 - a. Engine assembly (Engine/Generator)
 - b. All power electronics components
 - c. All fuel system components
 - d. Optional/Accessory equipment (if installed):
 - i. Main battery pack
 - ii. Heat Recovery Module (HRM) coil
 - iii. Advanced Power Server (APS)
 - iv. Dual Mode Controller (DMC)
 - v. External Fuel Filter
 - vi. External Regulator
 - 4. Scheduled and unscheduled maintenance labor.
 - 5. Access to Capstone's Support Center, including 24/7 access to Emergency Technical Support.
 - 6. System software upgrades as released by Capstone.
 - 7. Installation of system software upgrades.
 - 8. Upon request by Owner, CM, at CM's sole discretion, may provide remote monitoring service diagnostics as a courtesy to the Owner. The Remote Monitoring equipment may be capable of monitoring additional Balance of Plant equipment which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is CM obligated to

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provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.

C. Service Conditions.

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause equipment damage or excessive usage, or need for replacement of consumables and filters outside the parameters of Capstone's standard service intervals.
2. Sites must be commissioned in accordance with all Capstone specifications, and Capstone must have an approved Commissioning Checklist on file. Commissioning must be performed or supervised by a Capstone Authorized Service Provider (ASP), currently certified for the applicable equipment model(s).
3. Sites must be safe for personnel access and performance of all required troubleshooting and scheduled and unscheduled maintenance procedures. Where installation conditions require assistive equipment to access equipment and/or perform procedures (e.g. forklifts, ladders, etc.), site conditions and site standard operating procedures must allow for safe usage of such equipment.
4. CM will provide Services for the Covered Equipment listed in Exhibit 1.

D. Term of Agreement. Upon the completion of the installation of the Capstone Microturbine Equipment and written evidence of Owner's acceptance of the engineering and installation of the Capstone Microturbine Equipment to be functioning and performing "as commissioned" per the requirements of Owner's Request for Proposal dated _____, which shall also be countersigned by CM ("**Acceptance Date**"), CM shall assume the responsibility of the Capstone Microturbine Equipment for the sole purposes of: (1) the commencement of the Owner's Protection Plan hereunder and (2) memorializing the date from which, subject to all original manufacturer's warranties and installation warranties, CM shall no longer be able to point to any engineering defects of the installed Capstone Microturbine Equipment.

1. **Start of Services:** The Services shall commence on the Date of Commissioning.
2. **End of Services:** The Services shall expire 10 years after the Date of Commissioning.

E. Payment Terms.

1. Payment for the Service Agreement will be made in annual installments. The first installment is due upon the Start of Services Date (see Section D above). The remaining periodic payments will be due on each succeeding 12-month anniversary of the Start of Services. CM shall invoice Owner for each annual installment of payment 30 days prior to the due date of each annual installment of payment.
2. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of the invoicing, are stated in U.S. dollars, and exclude sales and other taxes.
3. Overdue payments shall be subject to a late charge, calculated from the date of invoice to the date of payment, equal to the lesser of 1.5% per month or the highest applicable rate allowed by law. The foregoing shall in no way limit any other remedy that may be available to Cal Microturbine, Inc.

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4. Owner may cancel this Agreement without a penalty with 30 day advance notice so long as such notice is provided prior to the commencement of the 40,000 engine hours overhaul of the Covered Equipment. If Owner cancels this Agreement after the commencement of the 40,000 engine hours overhaul, Owner shall pay a cancellation fee equal of 20% of the remaining unpaid contract value. In no event shall CM issue any refunds for fees or payments already made.

F. Excluded Services.

The following services are specifically excluded:

1. Changes to the original design and configuration (alterations from "as commissioned").
2. Operation of the Covered Equipment outside of Capstone's specifications at the time of purchase of the equipment.
3. Operation of the Covered Equipment outside of Capstone's standard operating guidelines defined in the Capstone User Manual at the time of purchase.
4. Usage/consumption of consumables outside the parameters of Capstone's standard service intervals, unless otherwise specified in Exhibit 1.
5. Operation of Covered Equipment on a day-to-day basis.
6. Emissions testing or testing of exhaust gas.
7. Operator classroom training. Basic training will be provided during Commissioning.
8. City, state, and/or federal permits, rebates, or incentive applications or filings.
9. Any expenses resulting from failure to meet, or incurred as a result of correcting deficiencies at the site outside of the power plant in order to meet, Service Conditions specified in Section C above.
10. Any expenses resulting from Force Majeure events.
11. Any expenses resulting from power quality disturbances (e.g. sags, surges, and harmonics) in grid-connected operation.
12. Upon request by Owner, Capstone, at Capstone's sole discretion, may provide remote monitoring service diagnostics as a courtesy to the Owner. The Remote Monitoring equipment may be capable of monitoring additional Balance of Plant equipment which may impact the successful operation of the Covered Equipment under this Agreement. Under no circumstances is Capstone obligated to provide any Services for Balance of Plant equipment or any other equipment that is not listed as Covered Equipment.
13. Internet connection, which includes the internet connection service, maintenance, or hardware related fees.



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EXHIBIT B

OWNER'S ANNUAL PREVENTIVE MAINTENANCE SERVICE PLAN FOR THE BIOGAS CONDITIONING SYSTEM

A. Covered Services. The following Services shall be included in the Owner's Annual Preventive Maintenance plan for the Biogas Conditioning System identified on the attached Exhibit 1 as Covered Equipment.

1. Annual Preventative Maintenance
 - a. Complete oil change including separator element (FLT 231) and oil filter (FLT 232)
 - b. Check condensate pump, replace carbon wear plate and bearing
 - c. Check freeze point of glycol solution, make recommendations as necessary
 - d. Inspect lids on conduit fitting for corrosion and clean and re-grease as necessary
 - e. Perform system control panel checks and service as described in O&M Manual
 - f. Check flexible hose for wear and make recommendations as necessary
 - g. Check and clean all strainers as necessary
 - h. Clean Glycol Chiller Condenser & Oil Cooler fins as necessary
 - i. Check Glycol Chiller control panel components for proper operation.
 - j. Grease bearings on each end of the compressor motor
 - k. Check compressor coupling for wear, make recommendations as necessary
 - l. Verify pressure differential (PDI 321) and clean as necessary
 - m. Restart System and verify a full set of data prior to departure

B. Excluded Services. The following services are specifically excluded from the Owner's Plan as stated on the attached Exhibit 1:

1. It shall be the Owner's responsibility to provide the regular maintenance per the O&M manual.
2. Normal wear and tear items or parts not covered under original manufacturer's warranty, including but not limited to: oil filters (FLT 232) which Owner shall change every three (3) months, strainers which Owner shall check and clean on a regular basis, and Glycol Chiller Condenser which Owner shall check and clean on a regular basis as necessary.

C. Services at Additional Costs to Owner. The following services shall be performed at the request of Owner and at additional costs and expenses to Owner:

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CMT-16-0100

6

FPP Contract – rev.

Customer Initials:



1. Gas Testing Services. Owner shall take the following gas samples and submit the samples to a third party laboratory approved by Union Solutions.

Annual Testing Schedule	Major Components	Siloxanes	H2S Only	VOC
Raw gas - Start up (Year 1 only)	2	2	2	2
Raw gas	1	1	1	1
Between #2 & 3 Siloxane Vessels		11		
After H2S vessel			3	

a. The pricing the gas testing services is subject to change by the providers. CM shall pass through to Owner costs of the services with no mark-up.

2. Media Change-Out Services.

- a. Will be performed as needed when gas testing shows that breakthrough has occurred between vessels 2 & 3.
- b. All media replacement change out periods are estimated from the data collected from RP-1 and are subject to change pending results of analysis of data from RP-2 (attached hereto as Exhibit 3).
- c. Media may be purchased from CM or another vendor approved by Union Solutions. Cost of media purchased from CM will be passed through to Owner at cost to CM as set forth in the attached Exhibit 4.
- d. The costs of labor shall be as set forth in attached Exhibit 4 if Owner requests CM to provide labor or the task may be performed by Owner..
- e. The pricing the media change out services is subject to change by the providers. CM shall pass through to Owner costs of media and labor with no mark-up..

D. Term of Agreement:

- 1. **Start of Services:** The Services shall commence on the Date of Commissioning.
- 2. **End of Services:** The Services shall expire 10 years after the Date of Commissioning.



EXHIBIT C
FUEL QUALITY GUARANTY

Cal Microturbine, Inc. guarantees the Gas Conditioning System's fuel quality, per the following conditions.

1. The raw inlet biogas has the same characteristics over this five year period, as extrapolated from analysis in Exhibit _____. Fuel quality guarantee to be updated pending results of RP-2 raw biogas analysis.
2. The raw biogas VOC's, accumulated species, is below 100 ppbv.
3. The raw biogas average flow does not exceed 153 scfm
4. All inspections, operations and maintenance are performed as described in the Unison O&M manual.
5. All reports, logs, data and testing, as defined in the Unison O&M manual, and this Fuel Quality Guarantee document, are shared with Unison Solutions upon request.
6. The Gas Conditioning System is operated as designed. That is:
 - a. The Iron Sponge H₂S removal media is working and is replaced before the H₂S System H₂S levels are above 200 ppm.
 - b. During replacement of the Iron Sponge media the Gas Conditioning System is shutdown.
 - c. The Siloxane Removal media is replaced when breakthrough occurs on vessel number 2 ensuring that vessel number 3 remains the polishing vessel and is not labored with removal of 100% of the siloxanes.
7. The H₂S iron sponge vessels shall utilize Connelly-GPM media, as designed, or any media of proven, higher performance.
8. The siloxane filtration vessels shall utilize Unison Solutions media, as designed, or any media of proven, higher performance.
9. The biogas shall be tested as determined once a valid gas analysis is received. Samples shall be collected by IEUA staff and analyzed by an independent, third party laboratory specifically trained for H₂S, siloxane, and VOC testing. Results shall be provided to Cal Microturbine.
10. Terms of the Fuel Quality Guarantee
 1. The Fuel Quality Guarantee is for maintaining gas quality from the Gas Conditioning System only. Acceptable fuel quality, as measured at the end of the system, is defined as:
 - a. H₂S concentrations less than 10 ppmv
 - b. Total combined siloxane species concentrations less than 100 ppbv
 2. Unison Solutions may require or recommend fine tuning to the system based on gas testing



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results and the daily logs.

3. The paying entity shall remain in good credit standing over the period of the guarantee on all billings from Cal Microturbine. Terms are net 30 days on all invoices; late fees may be applicable on any balances which are deemed past due.



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EXHIBIT 1
COVERED EQUIPMENT

Site Name/Location	Equipment Description	Manufacturer	Model/Configuration or Part Number	Serial Number	Plan Type	Contract Term (yrs)	Price/Year
Inland Empire Utilities Agency Chino, CA	C600S Microturbine	Capstone	600S-BG4-BU00		Plan IEUA: Parts, Labor & Overhaul	10	\$75,246
Inland Empire Utilities Agency Chino, CA	Heat Recovery Modules	Capstone	533801-100		Plan D: Parts, Labor & Overhaul	10	No Additional Charge
Inland Empire Utilities Agency Chino, CA	Gas Conditioning Skid	Unison			Annual Preventative Maintenance	10	No Additional Charge



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EXHIBIT 2
 (ATTACH PRICE QUOTE #4473)

PRICE QUOTE # 4473

Client Name: Cal Microturbine
 Contact Name: **Kenda Brown**
 Matrix: Air
 kbrown@calmicroturbine.com

Date: 01/19/2017
 Phone#: 720 352 8764
 Email:

Approx. Sample Receiving Date:
 Turnaround Time: 10 business days

Approx. # of Samples:

*Standard turnaround time is 10 days unless agreed otherwise for rush analysis at an additional surcharge.

Analyte(s)	Method	Price (\$) / Sample
VOCs, Siloxanes, Methane, CO2, H2S, Heating Value	TO-15, ASTM D5504, EPA 3C, ASTM D3588	425.00
Charge for providing Silonite Canisters	-	35.00ea
Charge for Providing Flow controllers	-	35.00ea
Charge for full data Package (if needed)	-	+10%

Signature: _____

Date: __

- **All price quotes are valid for one year. Prices quoted will only be honored when a written quote is signed and returned to AAC. No verbal pricing will be honored.**
- Equipment Charges are based on a one month olding time. If not used within one month, equipment must be returned for re-cleaning and re-certification. All unused or otherwise voided equipment will be charged as quoted above.
- **All shipping costs are the responsibility of the client. Please provide a preferred shipping account number when placing an equipment order. If AAC's account must be used for shipping, a 25% surcharge will be added to the costs.**

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- AAC's Standard turnaround time is 10 business days. Rush analysis charges are based on AAC's regular business hours, Monday through Friday, 8am to 5pm and are subject to the following surcharges:

24 – 48 Hours	=	+100%
3 – 5 Day	=	+50%

Please visit our new website at www.aaclab.com for additional information





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**EXHIBIT 3
(ATTACH RP-2)**



EXHIBIT 4

A. MEDIA CHANGE OUT SERVICES

MEDIA REPLACEMENTS

All media replacement change out periods are estimated from the following gas test information

GAS TESTING			
Lab:	Unknown		
Sample Date	4/4/2013 – 2/19/2014	Report Date:	
Report #:	The gas analysis used for the Siloxane Removal Media life estimate are from the RP-1 DG Analysis Results document		
Operation:	Assumed 24 hours/7 days a week @ 153scfm of raw gas		

H2S Media Replacement	
Media:	Iron Sponge
Loading:	18,000 lbs
Raw Gas:	196 ppmv
Estimated days to Change Out:	<i>Approximately 1 year</i>
Media	\$4,200
Labor	\$4,000

Siloxane Media Replacement	
Media:	Activated Carbon - Coal Based
Loading:	1,485 lbs
Raw Gas:	See Report
Estimated days to Change Out:	<i>Approximately 30 Days†</i>
Media	\$4,825
Labor	\$2,920

H2S Media Change Out Services	
Shipping new media to the site	
Flood Vessel with Water	
Removal of Spent Media	
Loading of New Media	
Deposit Media in super sacks for disposal	
All labor associated with H ₂ S Media Change out services is included	
Media Classification Test (TCLP) not included [‡]	

Siloxane Media Change Out Services	
Shipping new media to the site	
Removal of Spent Media	
Loading of New Media	
Industrial Grade Nitrogen Purge	
Confirmation of tight seal with Air Monitor	
All labor associated with Siloxane Media Change out services is included	

* The H₂S & Siloxane Media Removal is generally classified as nonhazardous. However media classification is unknown until the time of disposal. Testing protocol will be specified by the landfill at the time of disposal. IEUA shall be responsible for any and all fees associated with the disposal of the spent media. TCLP Testing may be applicable for multiple years.

† Siloxane Media is estimated at 30 days before break through. If future gas testing indicated that the media is viable for longer than 30 days media change out interval will be adjusted accordingly. Additionally different media may be used for Siloxane Removal; base cost will be adjusted at time of invoice.

‡ Media Classification (TCLP) testing will be the responsibility of IEUA; along with any permits required by the county or state. TCLP Testing may be applicable for multiple years.



CONTRACT NUMBER: 4600002263
FOR
INSTALLATION OF MICROTURBINE POWER PLANT AT IEUA REGIONAL PLANT 2

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of February, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "Agency" and "IEUA"), and Geveden Industrial, Inc. of Cottonwood, California (hereinafter referred to as "Contractor") for Design/Build Services for the installation of a Microturbine Power Plant at IEUA Regional Plant Number 2. IEUA and Contractor shall be referred to collectively as "the Parties" and singularly as "the Party."

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

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

Project Manager: Jesse Pompa, Senior Engineer
Inland Empire Utilities Agency, a Municipal Water District
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1545
Facsimile: (909) 993-1987
Email: jpompa@ieua.org

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

Contractor: Bruce T. Geveden
Geveden Industrial
Address: P.O. Box 609
Cottonwood, CA 96022
Telephone: (530) 526-7115
Cell: (530) 736-9624
Facsimile:
Email: bruce@gevedenindustrial.com

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

- A. Permits issued by the jurisdictional regulatory agencies;
 - B. Change Orders/Task Orders/Supplemental Agreements; whichever occurs last;
 - C. Amendments to Contract number 4600002263;
 - D. Contract Number 4600002263 General Terms and Conditions;
 - E. Agency's Request for Proposals (RFP) Number RFP-SM-17-004;
 - F. Contractor's proposal dated December 13, 2016;
 - G. Request for Deviation;
 - H. 2015 Edition of the Standard Specifications for Public Works Construction (SSPWC)-Green Book, or most recent addition;
 - I. Plans;
 - J. Standard Plans;
 - K. Reference Specifications;
 - L. Photos.
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with the Agency's Request for Proposals RFP-SM-17-004, dated November 21, 2016, which is attached hereto as Exhibit A and incorporated herein by this reference, for the design and build services for the installation of a Microturbine Power Plant at IEUA Regional Plant Number 2 ("the Work").

Contractor shall complete the Work in accordance with its proposed work schedule, which is attached hereto as Exhibit B ("Work Schedule"). Contractor shall advise Agency within two (2) weeks of any changes to the written Scope of Work/Schedule based upon discussions from any meetings. Any changes must be made in writing by an amendment to the Contract. Work initiated without written approval, shall be at Contractor's own risk, and shall not be reimbursed by the Agency.

NOTE: Contractor is advised that this Contract is contingent upon Agency's receipt of the Self-Generation Incentive Program funds ("SGIP") and Notice to Proceed shall be held until assurance has been provided to Agency of its receipt. Contractor shall not incur any cost associated with the Microturbine Power Plant at IEUA Regional Plant Number 2, until the Agency's Project Manager has provided Contractor a written notice to proceed.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate after full commissioning and acceptance by the Agency's Project Manager of the microturbine power plant, unless agreed to by both parties and amended to this contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** Agency shall pay Contractor's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include Contract Number 4600002263 for reference.

To expedite payment, Contractor's invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an amendment to the Contract. The NOT-TO-EXCEED (NTE) Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the amendment.

In compensation for the work represented by this Contract, Agency shall pay Contractor in accordance with Contractor's fee proposal identified as "Alternate Proposal: 1 x C600 Microturbine (600 kW)," which is attached hereto and made a part hereof (**Exhibit C**). The maximum Not-to-Exceed total of **\$1,876,808.91** shall be for the progress milestones as identified in Request for Proposals Number RFP-SM-17-004 dated November 21, 2016.

7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.
8. **LIQUIDATED DAMAGES:** Liquidated damages, in the amount of \$2,000 per calendar day, shall apply for each full day after 09/15/2017 that the Contractor's completion of the Installation of Microturbine Power Plant at IEUA Regional Plant Number 2 is delinquent according to the Work Schedule. Any and all liquidated damages shall be paid by the Contractor, or at the Agency's discretion, credited towards payment for the project. Contractor's acceptance of an award resulting from this Request for Proposal indicates the Contractor's acceptance of this liquidated damages provision and the daily amount expressed herein.
9. **FITNESS FOR DUTY:**
 - A. **Fitness:** Contractor and its subcontractor(s)' personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by

a physician so long as the performance or safety of the Work is not affected thereby)

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
- C. SB854 Requirements: Effective January 1, 2015: The call for bids and contract documents must include the following information:
1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated.
10. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance:
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. **Additional Insured Status:** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The insurance shall include coverage for each of the following hazards:
 - (1) Premises – Operations
 - (2) Owners and Contractors Damage
 - (3) Broad Form Property Damage
 - (4) Contractual for Specific Contract
 - (5) Severability of Interests or Cross-Liability
 - (6) XCU [Explosion, Collapse and Underground] Hazards
 - (7) Personal Injury – with the "Employee" Exclusion Deleted
 - b. **Primary Coverage:** The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

2. **Workers' Compensation and Employers Liability Coverage**

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

3. **All Coverages**

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

4. **Builders Risk Insurance completed value (course of construction). The Agency is to be named as the loss payee.**

5. **Payment, Labor & Material, and Performance Bonds: Bonding is required, per Public Contract Code Article 121, Section 21565, for public works projects. All construction-related labor for this project is designated as the public works portion of this project and therefore subject to prevailing wage. Contractor and subcontractor shall furnish bonding with the use of IEUA forms as furnished by Project Manager or their designee.**

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

E. Verification of Coverage: Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received

and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work. Contractor shall guarantee, at a minimum, the operating design specifications for the Microturbine Power Plant at IEUA Regional Plant Number 2 and the performance thereof.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Contractor's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>
- D. Confined Space Work:
1. Precautions and Programs:

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

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

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

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

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

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

3) All other property at the site.

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

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

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

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

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

- E. Grant Funded Projects: This is not a grant funded project. For grant-funded projects, the Contractor shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents and warrants that the Work and Documentation shall serve the purposes described in the Contract and Request for Proposal RFP-SM-17-004. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, or the Work fails to meet the specifications described herein and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor, shall be resolved in accordance with the Dispute Section of this Contract.
- I. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the Work to

completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the Work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration

is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

12. **INDEMNIFICATION:** Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

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

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

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Contractor. If Agency reuses the materials and documents without Contractor's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

14. TITLE AND RISK OF LOSS:

- A. Documentation: The term "Documentation" refers to users manuals and technical notes for the Installation of Microturbine Power Plant at IEUA Regional Plant Number 2. Title to the documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all materials, field and/or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract ("Material") shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

15. PROPRIETARY RIGHTS:

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

enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

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

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

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

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

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

Agency: Warren T. Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Contractor: Bruce T. Geveden
Project Manager
Geveden Industrial
PO Box 609
Cottonwood, CA 96022

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

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

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

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

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

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

22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
23. **TERMINATION FOR BREACH:** In the event of any default in the performance or breach of any representation, warranty, covenant or term hereunder, after exhaustion of Section I above, NOTICE, the defaulting Party shall have ninety (90) days of receipt of written notice with reasonable detail of the default to cure said default. If an event of default or breach is not cured within the ninety (90) days of receipt of written notice of default, the non-defaulting Party may at its discretion: seek damages or specific performance from a court of appropriate jurisdiction; and/or terminate this contract and exercise such other remedies as are available to it under applicable law for the breach by the defaulting Party.
24. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
25. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.
27. **SURVIVAL OF WARRANTY:** All warranties and ongoing obligations shall survive the termination of this Contract.

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

INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT:

GEVEDEN INDUSTRIAL:

P. Joseph Grindstaff (Date)
General Manager

BRUCE T. GEVEDEN (Date)
Project Manager


**ACTION
ITEM**


5B


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (02/08/17)

From:  P. Joseph Grindstaff
General Manager

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

 Jason Gu
Grants Officer

Subject: Adoption of Resolutions for Three USBR Grant Applications

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution Nos. 2017-2-1, 2017-2-2, and 2017-2-3, authorizing IEUA to enter financial assistance agreements with the U.S. Department of Interior, Bureau of Reclamation (USBR) for three grant applications: Drought Resiliency, CALFED Water Use Efficiency, and Agricultural Water Conservation Grant Programs; and
2. Authorize the General Manager to execute the financial assistance agreements, any amendments and related documents thereto.

BACKGROUND

USBR Drought Resiliency Implementation Grant:

In November 2016, the USBR announced the WaterSMART Drought Response, Drought Resiliency Grant Program to fund projects that seek to conserve and use water more efficiently to address climate-related impacts on water or prevent any water-related crisis or conflict. This grant offers a \$750,000 maximum award with 50 percent match funding for projects that will be completed in a three-year period.

In February 2017, IEUA proposed the Jurupa and Montclair Basin Improvements Project for the Drought Resiliency Implementation Grant under the USBR's WaterSMART Drought Response Program. This Project, as a component of the 2013 Recharge Master Plan Update (RMPU), will

provide benefits to both IEUA and Chino Basin Watermaster. This project will add improvements to Montclair Basin, resulting in the storage and recharge of additional stormwater. The improvements to Jurupa Basin will include an expansion of the low-level inlet to 200 cubic feet per second (CFS) and the expansion of the exiting pump station capacity to 40 CFS.

USBR Bay-Delta Restoration Program CALFED Water Use Efficiency

In December 2016, USBR announced the Bay Delta Restoration, CALFED Water Use Efficiency Grant Program to fund projects emphasizing water use efficiency and conservation that result in benefits for the California-Bay Delta. This funding opportunity will fund projects that will improve ecosystem health, provide water supply reliability or water quality of the California Bay-Delta through water use efficiency and conservation that result in quantifiable and sustained water savings or improved water management. This grant offers \$750,000 maximum per project with 50 percent match funding. There is a preference for projects that can be completed by December 31, 2019.

In February 2017, IEUA will submit a proposal for the Wineville Basin Improvement, Pumping and Conveyance System Project and the CSI Basin Improvement Project under the USBR CALFED Water Use Efficiency Program. This project is one of the priority projects identified in the 2013 RMPU, and it provides benefits to both IEUA and Chino Basin Watermaster. Project improvements include the complete replacement of the existing basin embankment with a dam, enabling it to store water indefinitely; constructing a gate on the currently uncontrolled low-level outlet; constructing a pneumatic gate on the spillway; and basin grading. This project will increase the operable storage in the basin, thereby retaining more stormwater; reduce stormwater discharges in the Day Creek channel, Santa Ana River, and Prado Dam flood control reservoir; and providing improved water quality in these water bodies during both storm and dry-weather periods through the diversion and recharge of urban dry-weather runoff.

USBR Agricultural Water Conservation and Efficiency Grant:

In December 2016, the USBR announced the Agricultural Water Conservation and Efficiency Grant Program to foster water district and farmer partnerships to make federal funding available in California to improve the efficiency of agricultural water use throughout the state. This grant program offers \$1,000,000 maximum per project with a 50 percent match funding requirement.

In February 2017, IEUA proposed the Chino Basin Agricultural Water Conservation and Water Use Efficiency Project. The project will demonstrate agricultural water conservation and the greenhouse emission reduction through the expanded use of IERCF bio-solid compost. This project will present a new marketing avenue for use of IEUA's high quality compost, while helping to achieve IEUA's business goals of sustainability and improved water efficiency and supporting agricultural operations in the region.

Summary of the three grant applications submitted:

USBR Grant Program	IEUA Project Name	Benefits (AFY)	Grant Amount	Project Cost
Drought Resiliency Implementation	Jurupa and Montclair Basin Improvement Project	833	\$750,000	\$3,296,000
Bay-Delta Restoration CALFED Water Use Efficiency	Wineville and CSI Basin Improvement, Pumping and Conveyance System Project	2,921	\$750,000	\$13,842,000
Agricultural Water Conservation & Efficiency	Chino Basin Agricultural Water Conservation Project	10,000	\$100,000	\$200,000

These grant applications support IEUA’s Business Goals and Objectives to increase sustainability through the development of reliable local water supplies and is consistent with the IEUA’s mission of pursuing state and federal grants and low-interest financing.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

USBR Drought Resiliency Implementation Grant:

Project No. EN18007, RMPU Construction, has a total project budget of \$58,413,000, which includes \$4,800,000 for Jurupa and Montclair Basin Improvements Project. If awarded, the grant funding will provide for a reduction in IEUA’s budget for this project.

USBR Bay-Delta Restoration Program CALFED Water Use Efficiency

Project No. EN18007, RMPU Construction, has a total project budget of \$58,413,000, which includes \$13,842,000 for Wineville and CSI Basin Improvement, Pumping and Conveyance System Project. If awarded, the grant funding will provide for a reduction in IEUA’s budget for this project.

USBR Agricultural Water Conservation and Efficiency Grant:

IEUA has a Drought Preparedness Budget for \$200,000. This project will have no impact to IEUA’s current fiscal year budget. Upon award of funding, the annual project appropriations will be revised to reflect the grant funding.

Adoption of Resolutions for Three USBR Grant Applications

February 15, 2017

Page 4

Attachments:

Resolution No. 2017-2-1

Resolution No. 2017-2-2

Resolution No. 2017-2-3

RESOLUTION NO. 2017-2-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: DROUGHT RESILIENCY PROJECT GRANTS FOR FY 2017 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE RECHARGE MASTER PLAN UPDATE (RMPU), JURUPA AND MONTCLAIR BASIN IMPROVEMENT PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the WaterSMART: Drought Resiliency Project Grants with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Recharge Master Plan Update (RMPU) Jurupa and Montclair Basin Improvements Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement; and

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2017-2-1 on this 15th day of February, 2017.

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

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2017-2-1 was adopted at a regular meeting
on February 15, 2017 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer

(SEAL)

* A Municipal Water District

RESOLUTION NO. 2017-2-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE BAY-DELTA RESTORATION PROGRAM: CALFED WATER USE EFFICIENCY GRANTS WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE RECHARGE MASTER PLAN UPDATE (RMPU), WINEVILLE AND CSI BASIN IMPROVEMENT PROJECTS

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Recharge Master Plan Update (RMPU) Wineville and CSI Basin Improvements Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement; and

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2017-2-2 on this 15th day of February, 2017.

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

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2017-2-2 was adopted at a regular meeting
on February 15, 2017 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer

(SEAL)

* A Municipal Water District

RESOLUTION NO. 2017-2-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE AGRICULTURAL WATER CONSERVATION AND EFFICIENCY GRANTS WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR CHINO BASIN AGRICULTURAL WATER USE EFFICIENCY PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the Agricultural Water Conservation and Efficiency Grants with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Chino Basin Agricultural Water Use Efficiency Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement; and

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2017-2-3 on this 15th day of February, 2017.

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

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2017-2-3 was adopted at a regular meeting
on February 15, 2017 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer

(SEAL)

* A Municipal Water District

Grant Applications

Drought Resiliency, Water Use Efficiency and Agricultural Conservation Programs



U.S. Department of Interior, Bureau of Reclamation (USBR)



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Jason H. Gu
Grants Officer

Three 2017 USBR Grant Opportunities

1. Drought Resiliency Grant Program: \$750,000 max, 50 percent match, three-year construction
2. CalFed Water Use Efficiency Grant Program: \$750,000 max, 50 percent match, two-year construction
3. Agricultural Water Conservation & Water Use Efficiency Grant Program: \$1M max, 50 percent match, two-year construction

Grant Application Summary

USBR Grant Program	IEUA Project Name	Benefits (AFY)	Grant Amount	Project Cost
Drought Resiliency Implementation	Jurupa and Montclair Basin Improvement Project	833	\$750,000	\$3,296,000
Bay-Delta Restoration CALFED Water Use Efficiency	Wineville and CSI Basin Improvement, Pumping and Conveyance System Project	2,921	\$750,000	\$13,842,000
Agricultural Water Conservation & Efficiency	Chino Basin Agricultural Water Use Efficiency Project	10,000	\$100,000	\$200,000

RMPU Project Grant & SRF Loan Awards, Applications, and Balance

Project	Total Cost	Grant Awards		Applications		Balance	
		State	Federal	S/F Grant	SRF Loan		
CSI Storm Water Basin	\$30,320,000			\$750,000	\$ 6,239,000	\$7,770,000	
Wineville Basin, Pipeline Pump Station		\$10,000,000					
Jurupa Basin							\$750,000
Montclair Basin							
RP-3 Basin				\$300,000			
Victoria Basin							
San Sevaine Basin		\$750,000	\$375,000	\$2,261,000			
Lower Day Basin		\$750,000	\$375,000				
Sub-Total		\$11,500,000	\$1,050,000	\$3,761,000			\$6,239,000
Total		100%	38%	3%			12%
	\$12,550,000		\$10,000,000				
	41%		33%				
	\$22,550,000						
	74%						

Recommendation

- * Adopt Resolution Nos. 2017-2-1, 2 and 3, authorizing the General Manager to enter into financial assistance agreements with the USBR
- * Authorize the General Manager to execute any other grant associated documents related thereto

This action supports the Agency's mission to increase sustainability through the development of reliable local water supplies and is consistent with the Agency's mission of pursuing grants and low-interest financing.


**ACTION
ITEM**


5C

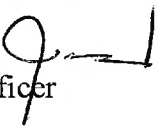
Date: February 15, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (02/08/17)

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. 2017-2-4 for \$1.8M Proposition 50 Grant Funding for the CDA II Expansion Project

RECOMMENDATION

It is recommended the Board of Directors:

1. Adopt Resolution No. 2017-2-4, authorizing the General Manager to execute an amendment to the Proposition 50 Grant Funding Agreement No. 50124B01 between IEUA and SWRCB for the CDA II Expansion Project; and
2. Authorize the General Manager to execute any documents related thereto.

BACKGROUND

In July 2005, the California Department of Public Health (CDPH), now the State Water Resources Control Board (SWRCB), announced the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) Grant Program to assist Southern California projects reducing the demand on the Colorado River.

In November 2007, the Inland Empire Utilities Agency (IEUA), in collaboration with Chino Basin Desalter Authority (CDA), Western Municipal Water District, City of Ontario, and Jurupa Community Services District submitted a grant application to the CDPH.

In May 2013, \$52,005,716 Proposition 50 grant was awarded to IEUA. A Grant Funding Agreement No. 50124B01 was signed between CDPH and IEUA. The Proposition 50 Grant Funding Agreement specified a \$43,664,960 local cost share for a total eligible project cost of \$95,670,676.

The Proposition 50 Grant Funding Agreement included a \$20,000,000 Disadvantaged Community (DAC) grant for the City of Ontario. The DAC grant provided 100 percent grant funding without local match share requirement, which reduced the Proposition 50 required matching funds from \$52,005,716 to \$32,005,716.

Between 2015 and 2016, during the construction of the CDA II Expansion Project, IEUA and SWRCB initiated a discussion regarding the possibility of increasing the Proposition 50 grant funding due to increased project costs.

On December 12, 2016, SWRCB notified IEUA of the approval of a \$1,867,196 additional Proposition 50 grant to the CDA II Expansion Project, which increases the Proposition 50 grant funding amount from \$52,005,716 to \$53,872,912. Grant Agreement changes are illustrated in the table below:

Agreement	Prop 50 Grant	Local Share	Project Cost
Original Agreement	\$ 52,005,716	\$ 43,664,960	\$ 95,670,676
Additional Grant	\$ 1,867,196		
Amended	\$ 53,872,912	\$ 59,093,484	\$ 112,966,396

The \$20,000,000 DAC grant reduced the required Proposition 50 matching funds from \$53,872,912 to \$33,872,912.

PRIOR BOARD ACTION

In 2012, IEUA Board adopted Resolution No. 2012-11-3, authorizing the General Manager of IEUA to execute a Grant Administration Agreement between the CDA and IEUA for the CDA II Expansion Project; and authorizing the General Manager of IEUA to execute the Proposition 50 Grant Funding Agreement.

On November 5, 2007, IEUA Board adopted Resolution 2007-11-5, authorizing IEUA staff to apply for Proposition 50 grant on behalf of the CDA and authorizing the General Manager of IEUA to sign documents relating to the grant application.

IMPACT ON BUDGET

There is no impact to IEUA budget as the grant funding received will be passed through to CDA with IEUA staff time fully reimbursed by the CDA in accordance with the Grant Administration Agreement between CDA and IEUA.

Attachment:

Resolution No. 2017-2-4

RESOLUTION NO. 2017-2-4

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING
SIGNATURE OF A FUNDING AMENDMENT A-1 TO
FUNDING AGREEMENT UNDER THE WATER
SECURITY, CLEAN DRINKING WATER, COASTAL AND
BEACH PROTECTION ACT OF 2002**

WHEREAS the California Department of Public Health (CDPH), now the State Water Resources Control Board (SWRCB), announced the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) Grant Program to help Southern California safe drinking water projects reduce water demand on the Colorado River;

WHEREAS on November 15, 2007, the Inland Empire Utilities Agency (IEUA), in collaboration with Chino Basin Desalter Authority and Western Municipal Water District, City of Ontario, and Jurupa Community Services District, submitted a grant application to the CDPH;

WHEREAS on May 20, 2013, Funding Agreement No. 50124B01 was fully executed between the CDPH and IEUA for Project No. P50-3610075-085 for \$52,005,716 Proposition 50 grant with \$43,664,960 Supplier's cost share (including \$32,005,716 Proposition 50 required matching funds) for an eligible project cost of \$95,670,676;

WHEREAS between 2015 and 2016, during the construction of the CDA II Expansion Project, IEUA and SWRCB initiated the discussions of the possibility of increasing the Proposition 50 grant funding due to increased project costs;

WHEREAS on December 12, 2016, IEUA received notification from the SWRCB of the approval of the increased total project cost of \$112,966,396 consisting of a \$53,872,912 Proposition 50 grant and a \$59,093,484 Supplier's Cost share; and

WHEREAS the Proposition 50 Grant Program requires 50% matching funds. The increased \$53,872,912 Proposition 50 grant amount includes a \$20,000,000 Disadvantaged Community Grant amount which will reduce the required Proposition 50 matching funds to \$33,872,912.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the General Manager of IEUA, or his designees, is hereby authorized to execute Amendment A-1 to the Funding Agreement No. 50124B01 and sign the documents related thereto.

ADOPTED this 15th day of February, 2017.

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

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2017-2-4 was adopted at a regular meeting
on February 15, 2017 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall, Secretary/Treasurer

(SEAL)

* A Municipal Water District

Grant Amendment for Additional Grant Received for the CDA II Expansion Project



State Water Resources Control Board
Division of Drinking Water



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Jason H. Gu
Grants Officer

Background

- * In 2005, the California Department of Public Health (CDPH) announced the Prop 50, Clean and Safe Drinking Water Grant Program
- * In 2007, in collaboration with Chino Basin Desalter Authority (CDA), IEUA submitted a grant application for the CDA II Expansion Project

Grant Award/Project Cost

- * In May 2013, IEUA received \$52,005,716 Proposition 50 grant award for the CDA II Expansion Project
- * During construction, CDA II Expansion project costs increased from \$96 million to \$113 million

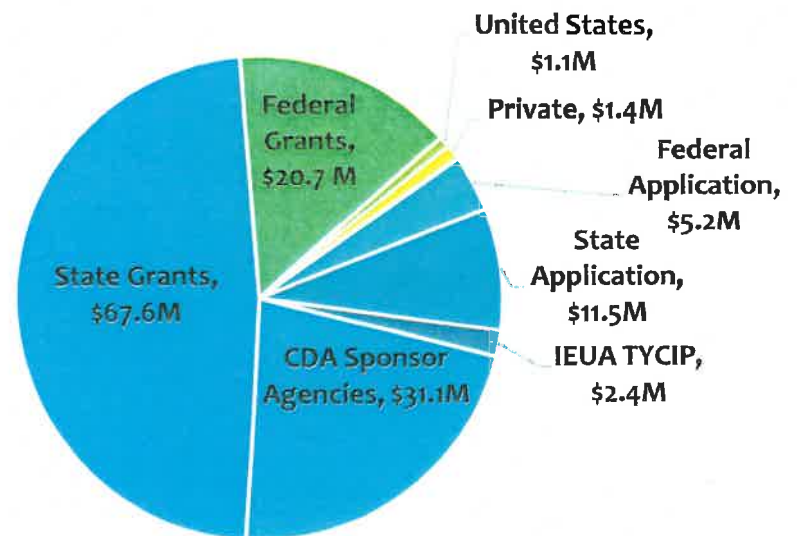
Additional Funding

- * In December 2016, SWRCB approved an additional \$1,867,196 in grant funding
- * Grant funding increased from \$52,005,716 to \$53,872,912

Agreement	Prop 50 Grant	Local Share	Project Cost
Original Agreement	\$ 52,005,716	\$ 43,664,960	\$ 95,670,676
Additional Grant	\$ 1,867,196		
Amended	\$ 53,872,912	\$ 59,093,484	\$ 112,966,396

Overview of all funding sources for the CDA II Expansion & TCE Plume Cleanup Projects

Funding Sources	(Million)	%
State Grants	\$ 67.6	
Federal Grants	\$ 20.8	
United States (TCE Cleanup)	\$ 1.1	
Private Parties (TCE Cleanup)	\$ 1.4	
State Prop 1 GWQ (TCE Cleanup) *	\$ 11.5	
Federal (Title XVI for GW) *	\$ 5.2	
Total External Funding	\$ 107.6	76%
CDA Member Agencies	\$ 31.1	
IEUA TYCIP Budget	\$ 2.4	
Total Regional Funding	\$ 33.5	24%
Total Project Cost	\$ 141.1	100%



* Grant application pending

* The \$1.86 million additional Prop 50 grant will further reduce CDA member agencies' matching share

Recommendation

- * Adopt Resolution No. 2017-2-4, authorizing the General Manager to execute a grant agreement amendment with SWRCB for additional grant award
- * Authorize the General Manager to execute any associated documents related thereto

This action supports the Agency's mission to increase sustainability through the development of reliable local water supplies and is consistent with the Agency's mission of pursuing grants and low-interest financing.

**INFORMATION
ITEM**

6A



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Date: February 15, 2017
To: The Honorable Board of Directors through the Board of Directors
From: P. Joseph Grindstaff, General Manager *CB*
Submitted by: Jean Cihigoyenette, General Counsel *JCH*
Subject: Directors' Compensation

RECOMMENDATION

This is an informational item for the Board of Directors to consider and to give staff further direction on how to proceed.

BACKGROUND

Annually, the Board of Directors considers an increase in Board Member compensation. Typically, the issue is brought to the Board for discussion and direction to staff whether to implement an increase in compensation or whether to table the issue until the following year.

At its Board Meeting of January 18, 2017, the Board directed staff to conduct a survey of Board Compensation for similar Agencies. In addition, the Board requested that a survey be done of health benefits offered to Board Members of similar Agencies. Attached are the results of the survey conducted by staff.

At this time, staff would request direction from the Board whether an increase in Board compensation should be implemented. Any such increase would be established by ordinance and would take effect on July 1, 2017, the beginning of the fiscal year. Any approved increase in compensation could not exceed 5% for each calendar year following the operative date of the last adjustment which was in 2014. As a result, the maximum compensation which the Board could implement at this time is \$247.50.

PRIOR BOARD ACTION

The last adjustment Board Compensation occurred in May 2014, effective July 1, 2014.

Letter to the Honorable Board of Directors
Re: Directors' Compensation
February 15, 2017
Page 2 of 2

IMPACT ON BUDGET

As this matter is an information item only, the decision would not have an impact on the budget.

California Water Code

20202. In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district ***above the amount of one hundred dollars (\$100) per day***, the increase ***may not exceed an amount equal to 5 percent***, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of 10 days in any calendar month.

Agency	Compensation	Limit Per Month	Maximum Per Month	Adopted
San Bernardino Valley Municipal Water District	\$299.00	10 days	\$2,990.00	Sep-16
Irvine Ranch Water District	\$273.00	10 Meetings	\$2,730.00	Jan-17
Orange County Water District	\$250.00	10 days	\$2,500.00	Sep-15
Western Municipal Water District	\$240.67	10 days	\$2,406.70	Jan-04
Monte Vista Water District	\$240.48	10 days	\$2,404.80	Jul-16
Inland Empire Utilities Agency	\$225.00	10 days	\$2,250.00	May-14
Orange County Sanitation District	\$212.50	6 Meetings / 10 Meetings for Chair	\$1,275/\$2,125	Jan-08
Cucamonga Valley Water District	\$210.00	10 days	\$2,100.00	2005
Sanitation Districts of Los Angeles County	\$125.00	6 days	\$750.00	Feb-01
Metropolitan Water District of Southern CA	NA	NA	NA	NA

Other Agencies

Municipal Water of Orange County	\$282.85	10 Meetings	\$2,828.50	Jan-17
Mesa Water District	\$240.00	10 Meetings	\$2,400.00	Apr-15
Elsinore Valley Municipal Water District	\$221.47	10 Meetings	\$2,214.70	Apr-06
Moulton Niguel Water District	\$220.00	10 Meetings	\$2,200.00	Sep-16
Eastern Municipal Water District	\$216.00	10 Meetings	\$2,160.00	Jan-17
Santa Margarita Water District	\$210.00	10 Meetings	\$2,100.00	Feb-09
El Toro Water District	\$198.00	10 Meetings	\$1,980.00	Dec-07
South Coast Water District	\$190.00	10 Meetings	\$1,900.00	Jan-06
Walnut Valley Water District	\$150.00	7 Meetings	\$1,050.00	Apr-06
Yorba Linda Water District	\$150.00	10 Meetings	\$1,500.00	Jan-03

Agency	Compensation
San Bernardino Valley Municipal Water District Irvine Ranch Water District	<ul style="list-style-type: none"> • Medical Insurance at no cost to the Board • Allowed to buy insurance like an employee where the District's contribution to employee premiums will be based on the calculation methodology of 90% of the highest enrollment PPO plan offered • They can put money toward deferred compensation
Orange County Sanitation District Western Municipal Water District	<ul style="list-style-type: none"> • No Benefits to their Board • Medical, Dental, Vision- Western contributes \$2039.99 per month toward the total cost and Directors are responsible for anything over that amount • District paid life and AD&D, Short Term Disability • Voluntary Life Insurance, Voluntary AFLAC, Voluntary Legal Shield - Director's contribution
Monte Vista Water District	<ul style="list-style-type: none"> • Cafeteria plan allowance of \$1400 per month-currently being reviewed and subject to change • Reimbursement for expenses incurred • Participation in the District Flexible Spending Account
Inland Empire Utilities Agency	<ul style="list-style-type: none"> • Health for family, Dental for family, Vision for family • Life insurance policy up to \$30,000
Orange County Water District	<ul style="list-style-type: none"> • Basic Life Insurance of \$25,000, 401(a)- 3% of Director's mandatory 7.65% contributions are paid by the District • District also contributes a first layer match of 7.65% for a total of 10.65%, after completion of one-year of service • District contributes a second layer of an additional 6%, Medical, Dental, and Vision plans are covered by District - either fully or mostly depending on which plan the Director chooses • http://www.ocwd.com/media/4916/directors-benefits-flyer-web-2017.pdf
Cucamonga Valley Water District	<ul style="list-style-type: none"> • 401a alternative retirement plan- The District contributes 22% of a board members annual salary • \$25,000 Life Insurance Plan (District paid) • Board Members may enroll in our group benefits for Medical, Dental or Vision where District pays 80% of the premium and the Board Member pays 20% of the premium
Sanitation Districts of Los Angeles County Metropolitan Water District	<ul style="list-style-type: none"> • No Health Benefits, just reimbursement for mileage • The Chairman of the Board is allowed to receive car allowance • All Board members are eligible for reimbursement for certain transportation expenses when representing MWD • Board members are covered for Death and Dismemberment, related Medical cost under travel accident insurance policy - when traveling on business on behalf of MWD • They are covered for injuries, including Death benefits, under Workers' Comp in event of injury while working on MWD's behalf.

<u>Other Agencies</u>	
Municipal Water of Orange County	<ul style="list-style-type: none"> • District pays for Medicare, SDI, Health Insurance (80-100% is covered depending on plan and individual/family plan, 100% of Vision is paid by District) • No life insurance
Mesa Water District	<ul style="list-style-type: none"> • Medical, Vision, Dental (cafeteria plan) - \$1400; Life Insurance, Employee Assistant Program - counseling program (ex. Legal advice, distress)
Elsinore Valley Municipal Water District Moulton Niguel Water District	<ul style="list-style-type: none"> • Medical, Dental, Vision offered to their employees (90% of premium costs)
Eastern Municipal Water District	<ul style="list-style-type: none"> • Medical Insurance (\$1401.95), Dental Insurance (\$133.30), Vision Insurance (\$18.89), Life Insurance (\$4.05) - covered by District • Mileage and Travel Reimbursement for District Sponsored Events • 401(a) 2% agency contribution • Board members elected to office prior to 1/1/1995 get health allowance of \$235 per month after leaving office • Medical, Dental, Vision - Directors pay at employee's rate (District's contributes up to \$1750 for Medical benefits, covers most of the insurance premiums, District covers entire Dental Insurance and Vision Insurance) • District paid Life Insurance provided equal to Employee's annual Salary - max \$250K • Eligible for CalPERS, 41A and 457
Santa Margarita Water District	<ul style="list-style-type: none"> • No Medical Benefits • District contributes toward a Deferred Comp Program in lieu of CalPERS
El Toro Water District	<ul style="list-style-type: none"> • Dental and Vision insurance covered • No Medical benefits • \$10,000 life insurance • Basic long term care
South Coast Water District	<ul style="list-style-type: none"> • No Medical benefits • Directors may be able to contribute to their retirement plan • Reimbursed for travel and mileage for events representing the District
Walnut Valley Water District	<ul style="list-style-type: none"> • For Directors who have served a term and re-elected to a second term receive Medical, Dental, Vision - monthly allotment of \$1750, anything over the Director will be responsible for • Retirement plan, not part of CalPERS • Mileage Reimbursement and Event Reimbursement when representing WVWD or approved water related meeting
Yorba Linda Water District	<ul style="list-style-type: none"> • 100% Director only coverage for Medical, Dental, Vision, 2/3 for any eligible dependant • \$10,000 life insurance • \$10,000 Death or Dismemberment

INFORMATION
ITEM

6B





Inland Empire
UTILITIES AGENCY



Date: February 15, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (02/08/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Executive Officer/AGM

 Javier Chagoyen-Lazaro 
Manager of Finance and Accounting

Subject: 2017A Refunding Revenue Bonds Update

RECOMMENDATION

This is an informational item for the Board of Directors on the issuance of the Chino Basin Regional Financing Authority Refunding Revenue Bonds, Series 2017A (Inland Empire Utilities Agency).

BACKGROUND

On December 21, 2016, the Board adopted Resolution 2016-12-2 authorizing the issuance of the 2017A Refunding Revenue Bonds (2017A Bonds) to refund up to \$125,000,000 of the 2008A Revenue Bonds. Of the four scenarios evaluated, The Board of Directors and Regional Committees agreed with staff, recommendation to proceed with the scenario, which provided the greatest estimated cost savings over the life of the bonds; cash pay down of \$50 million and refinancing of the remaining \$75 million. The \$50 million was to be funded with regional wastewater connection fees, called from the contracting member agency Capital Construction Reimbursement Accounts (CCRA). CCRA funds are connection fees collected by member agencies on behalf of the Agency for new connections to the Agency's regional wastewater system. In accordance to the Regional Sewage Service Contract (Regional Contract), CCRA funds are held by member agencies until the Agency calls for the funds to finance capital improvements to the regional wastewater system.

In a letter to the IEUA Board dated December 19, 2016, the City of Ontario requested the Board to consider returning the CCRA funds back to the member agencies should market conditions favor the refinancing of the full \$125 million rather than paying down a portion of the bonds as recommended.

ISSUES/ANALYSIS

Sale of the 2017A Bonds was completed on January 19, 2017, resulting in gross savings of \$129 million and net present value savings of \$36.8 million (net of the \$50 million cash pay down) through the life of the bonds. As shown in the following table, the use of \$50 million in available cash reserves and a portion of the premium realized from the refinancing of the remaining portion the 2008A Bonds, resulted in a reduction of \$57.385 million in outstanding debt.

2017A Refunding Revenue Bond Final Pricing Summary

Description	2008A Bonds	2017A Bonds	Higher (Lower)
Bond Par Amount	\$125,000,000	\$67,615,000	(\$57,385,000)
Premium	\$5,051,857	\$11,690,467	\$6,638,610
All-In True Interest Cost	4.81%	2.82%	(1.99%)
Average Coupon Rate	5.0%	4.94%	(0.06%)
Total Debt Service	\$284,088,306	\$98,834,525	(\$185,253,781)
Maximum Annual Debt Service	\$14,474,250	\$6,472,625	(\$8,001,625)
Average Annual Debt Service	\$9,241,984	\$5,901,547	(\$3,340,437)
Average Life (remaining years)	16.5	9.0	(7.5)
Final Maturity	November 2038	November 2033	(5 years)
Gross Savings		\$129,055,863	
Net PV Savings		\$36,804,395	
% of 2017A Bonds		54.43%	

In addition to the significant reduction in outstanding debt, the average annual debt service costs were reduced by approximately 36% resulting in positive cash flow savings every year averaging \$3.3 million and up to a maximum of \$8.0 million. The amortization period was also reduced with the 2017A Bonds maturing in November 2033, or five years earlier than the 2008A Bonds.

As agreed, the option to refinance the entire \$125 million was also evaluated to compare the savings and ensure the use of the \$50 million in available cash reserves provided a higher benefit. As previously estimated, savings under the full refinancing option were significantly less with gross savings of \$45 million and present value savings of \$25 million compared to \$129 million and \$36.8 million achieved, respectively. The full refinancing option also did not provide a reduction in the repayment period of the bonds. Final closing of the 2017A Refunding Bonds is scheduled for February 2, 2017.

PRIOR BOARD ACTION

On December 21, 2016, the Board adopted Resolution No. 2016-12-2 authorizing the issuance of the Chino Basin Regional Financing Authority Refunding Revenue Bonds, Series 2017A (Inland Empire Utilities Agency) (2017A Bonds) in the principal amount not-to-exceed \$125,000,000 and approve the execution and delivery of certain documents in connection therewith and certain other matters.

On November 16, 2016, the Board approved the selection of Citigroup Global Markets Inc. (Citi) as the sole underwriter for the 2008A Revenue Bond refinancing.

On November 16, 2016, the Commission approved the selection of (Citi) as the sole underwriter for the 2008A Revenue Bond refinancing.

On November 21, 2007, the Board adopted Resolution No. 2007-11-6, authorizing the issuance of a not-to-exceed amount of \$125,000,000 in Revenue bonds, Series 2008A (Inland Empire Utilities Agency), approving the execution of certain documents and certain other matters.

On November 21, 2007, the Commission adopted Resolution No. 2007-1, authorizing the issuance of a not-to exceed amount of \$125,000,000 in Revenue bonds, Series 2008A (Inland Empire Utilities Agency) approving the execution of certain documents and certain other matters.

IMPACT ON BUDGET

Reduction in debt service costs will be reported in the Regional Wastewater Capital Improvement (RC), Regional Wastewater Operations & Maintenance (RO), Non-Reclaimable Wastewater (NRW), and Recycled Water (WC) funds. Total cost of issuance of \$369,166.75 (including underwriter's discount of \$115,647.66) will be proportionately distributed amongst the funds.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

2017A Refunding Bond Update



February 15, 2017



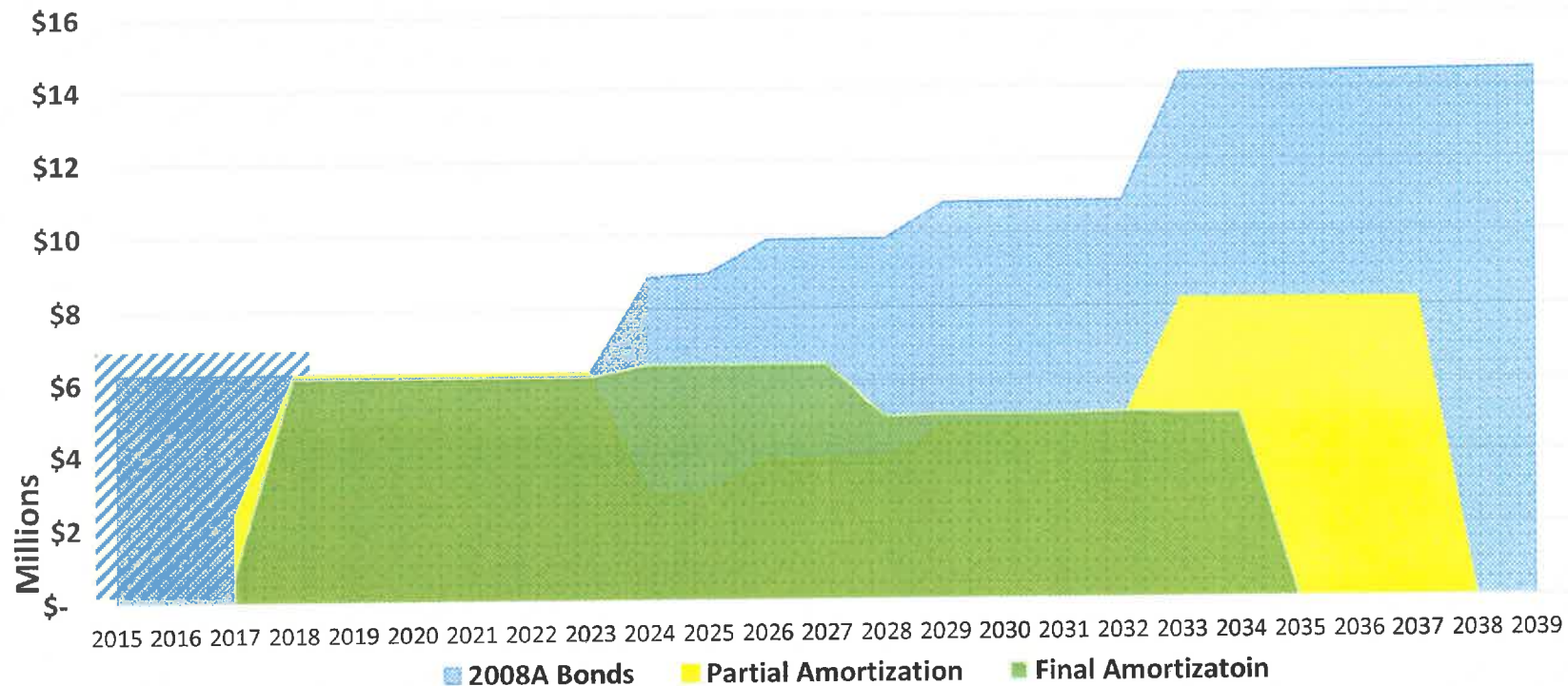
How Much Money Did We Save?



- Cost savings achieved over the life of the bonds;
 - \$129 million gross savings
 - \$36.8 million net present value savings (net of cash pay down)
 - All-In true interest cost 2.82%
- Significant reductions achieved;
 - \$57.4 million reduction in outstanding debt
 - \$185.3 million reduction in total debt service costs
 - \$8 million reduction in the maximum annual debt service costs
 - \$3.3 million reduction in average annual debt service costs
 - 5 year reduction in the repayment period

Savings Higher Than Projected

\$Millions	Estimated	Actual
Total Gross Savings	\$62.3	\$129.0
Net Present Value Savings:	\$22.0	\$36.8



Key Objectives Achieved

Use of available cash reserves resulted in;

- Significant present value savings over the life of the bonds
- A reduction in outstanding debt of \$57.4 million
- Lower debt service costs every year through maturity
- Reduced repayment term by 5 years
 - Decrease pressure on rates/fees in the future
 - Improve long term debt coverage ratio
 - Make room for future borrowings to support capital investment
- Long term credit rating upgraded to AA+ by S&P
 - Moody's rating affirmed at Aa2

Current Financing Schedule



Week of	Activity
11/28/16	Rating Agency Meetings
12/5/16	Redemption Notice to Trustee, Review of final documents
12/21/16	Board approval of final documents, Redemption Notice to Bondholders
Mid-January	Received Credit Ratings
01/19/17	Final Pricing
1/20/17	Posted Preliminary Official Statement (POS), Market Bonds
01/30/17	Execution of final documents
02/02/17	Bond Closing

**INFORMATION
ITEM**

6C

Groundwater Recharge Program Operations Overview



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

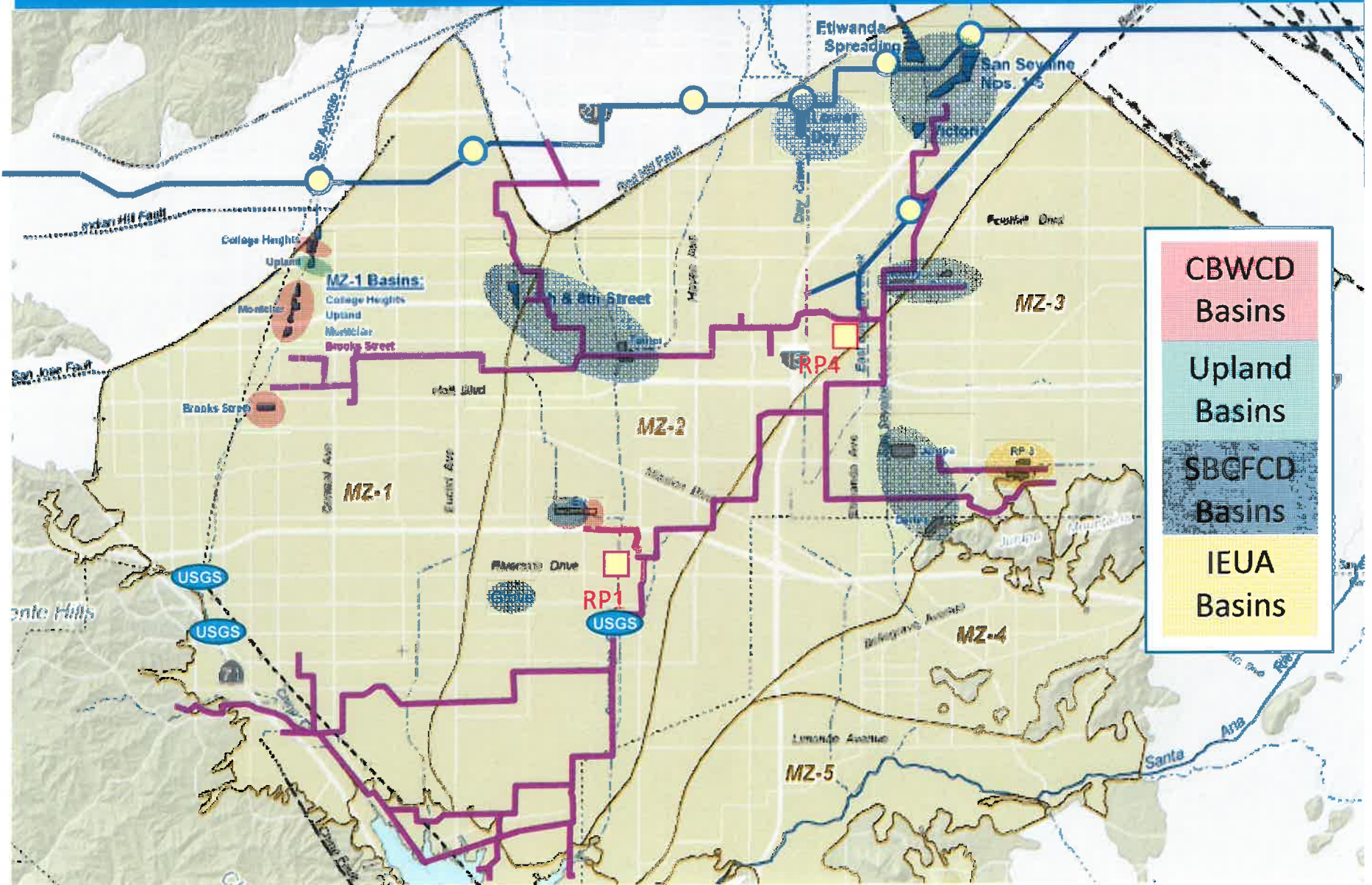
Andy Campbell

IEUA Board of Directors Meeting
February 2017

Historical Milestones for the Chino Basin Recharge Program

- ❖ 1978 - Chino Basin Judgment
- ❖ 1999 - Optimum Basin Management Plan
- ❖ 2002 - CBWM adopted Recharge Master Plan
- ❖ 2002 - CBWM approved IEUA 30,000 AFY RW GWR
- ❖ 2003 - Four Party Agreement for Recharge Program
- ❖ 2004 - Max. Benefit Basin Plan Amendment for TDS
- ❖ 2004 - MOU with OCWD for Hydraulic Control
- ❖ 2005 - Recharge Facility Improvements Operational
- ❖ 2005, 2007, 2009 - Recharge Permits and Update

Recharge Facilities



Types of Recharge Basins

Flow-Through Channel



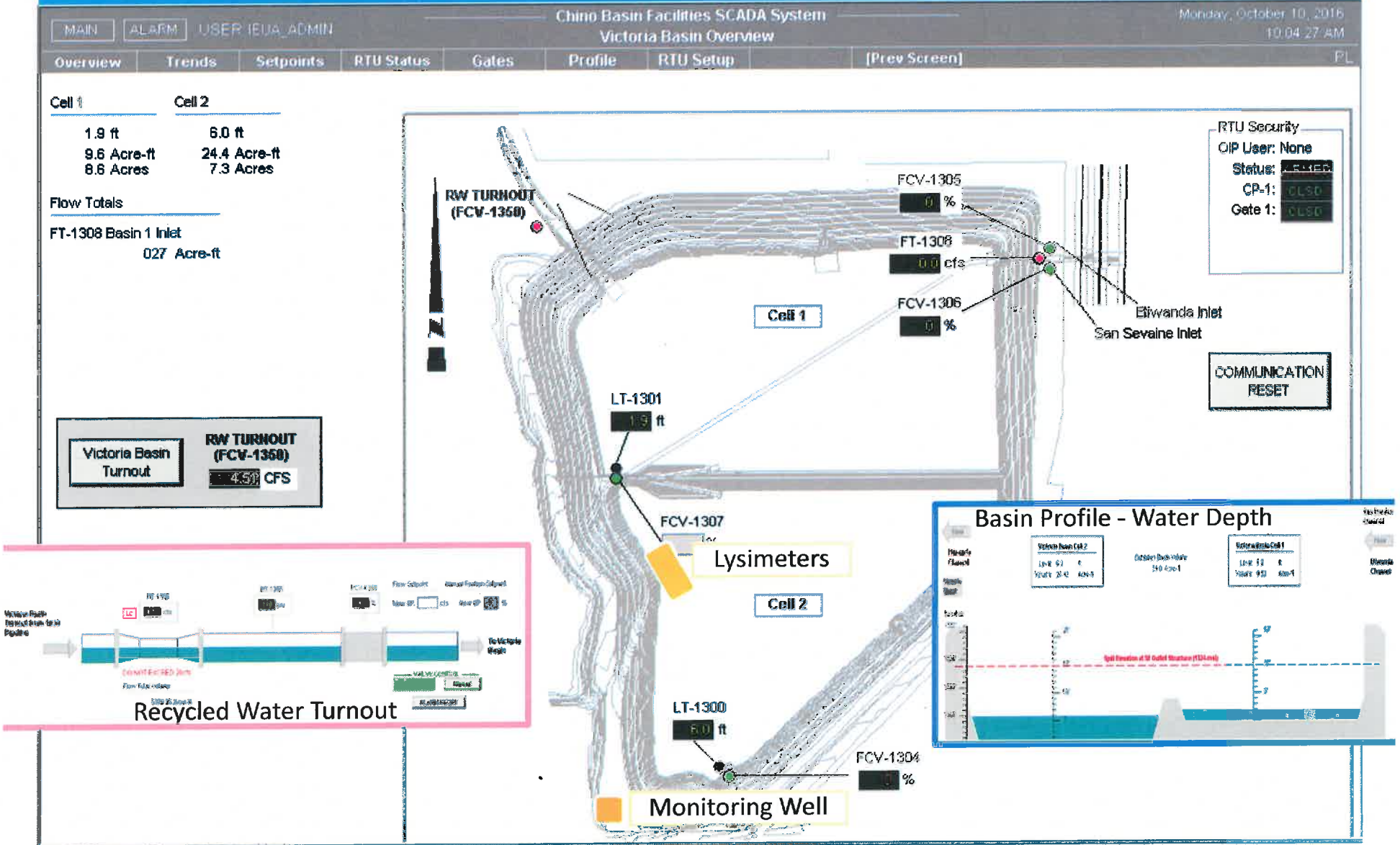
Off Channel



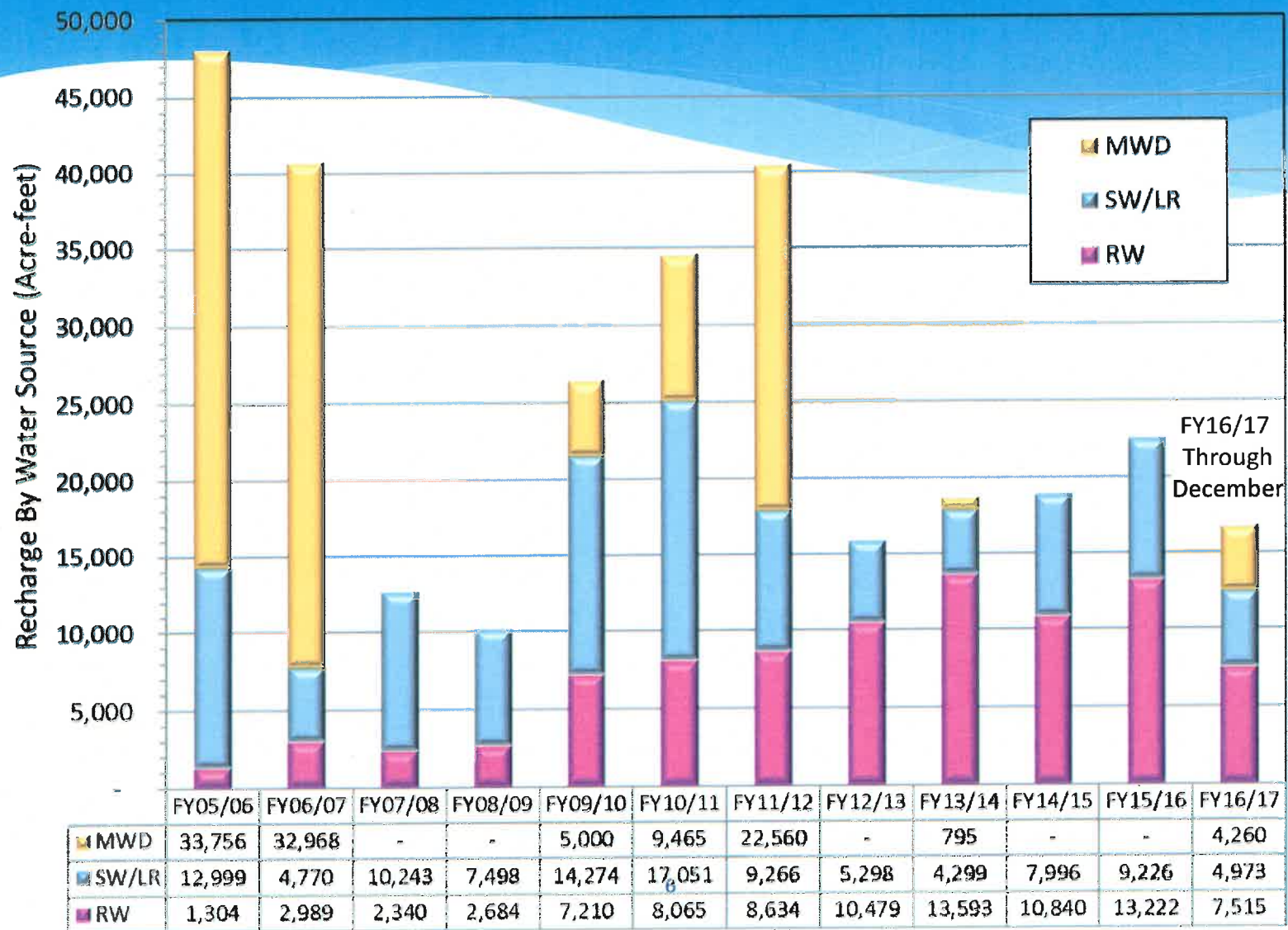
Storm Water Pump Station



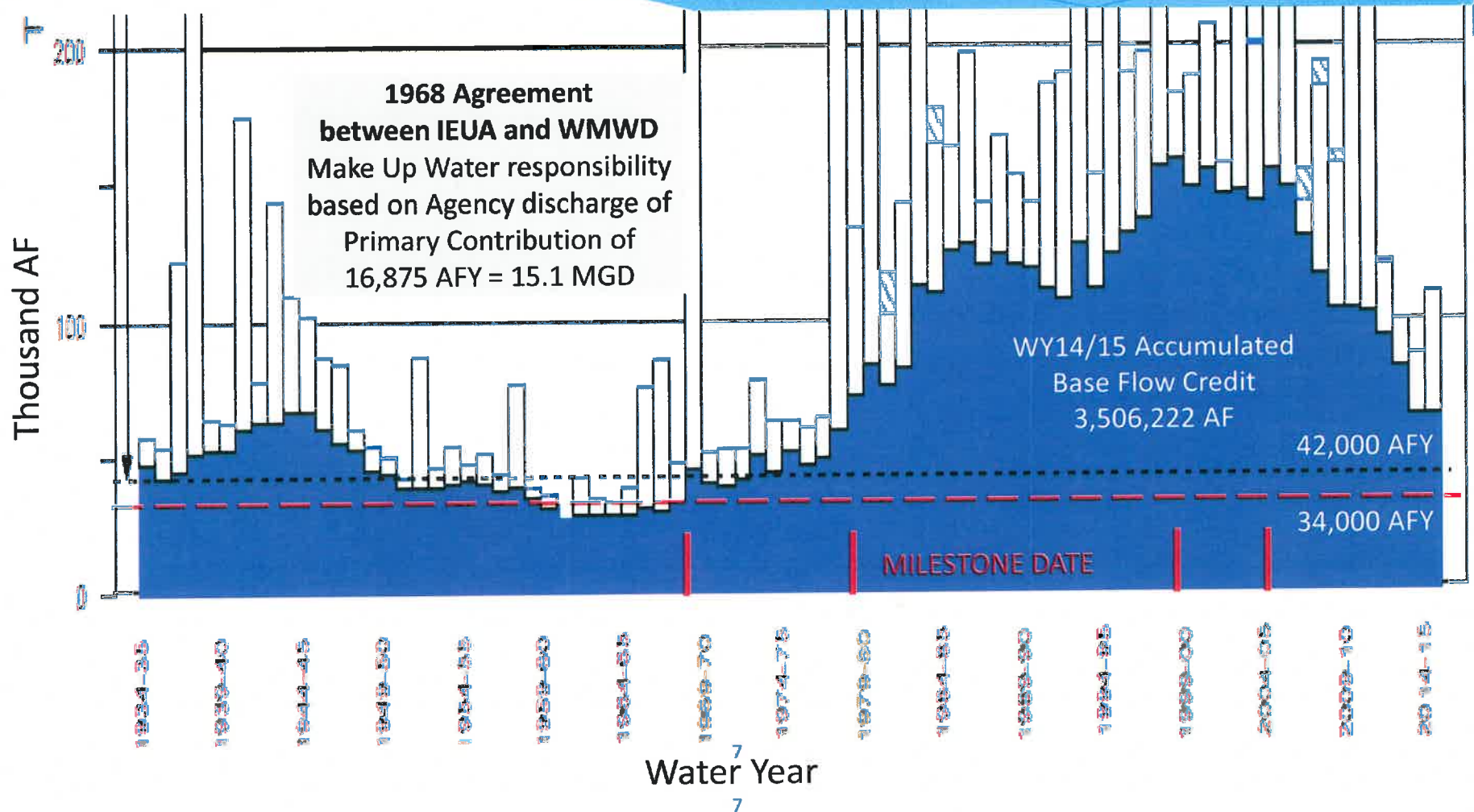
Typical Basin Controls



Historical GWR Operations



Santa Ana River Discharge Minimum Obligation at Prado



INFORMATION
ITEM

6D

Engineering and Construction Management Project Updates

February 15, 2017



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Jerry L. Burke, P.E.
Deputy Manager of Engineering

CP16003 Headquarter Roofing

- Consultant: Gillis & Panichapan Architects
- Current Contract (Design): \$13,900
- Total Project Budget: \$450,000
- Project Completion: December 2017
- Scope of Work:
 - Replace existing single ply roofing membrane
 - Replace existing skylights
- Current Activities:
 - Completing plans and specifications
 - Advertise bids in March 2017



Existing Deteriorated TPO Roof Membrane



Discolored and Delaminating Skylight

EN11039 RP-1 Disinfection Pump Improvements

- Consultant: Carollo Engineers
- Current Contract (Design): \$99,000
- Total Project Budget: \$1,288,000
- Project Completion: July 2018
- Scope of Work:
 - Chemical containment area upgrades
 - New chemical feed systems
 - New/upgraded chemical dosing locations
- Current Activities:
 - Pre-design report
 - Business case evaluations
 - Selection of chemical containment location



Existing TP-1 FM-1 Bleach Pumps



Existing NES dosing location

EN16024 RP-1 Mixed Liquor Return Pumps

- Contractor: J. F. Shea Construction
- Current Contract (Construction): \$4,888,000
- Total Project Budget: \$6,636,000
- Project Completion: January 2018
- Scope of Work:
 - Add mixed liquor functionality
 - Upgrade electrical system
- Current Activities:
 - Install conduits for trains 1 thru 6
 - Pothole utilities
 - Excavate the duct bank
 - Form the concrete pads for power centers



Power Center Pad



Aeration Basin New Conduit Installation

EN16051 RP-1 Utility Water Flow Meter

- Contractor: Ferreira Construction
- Current Contract (Construction): \$133,684
- Total Project Budget: \$331,400
- Project Completion: December 2016
- Scope of Work:
 - Replace all valves, spools, and fittings
 - Install meter to measure plant recycled water usage
 - Connect to SCADA for remote sensing
- Current Activities:
 - Project close-out
 - As-Builts
 - O&M Manuals



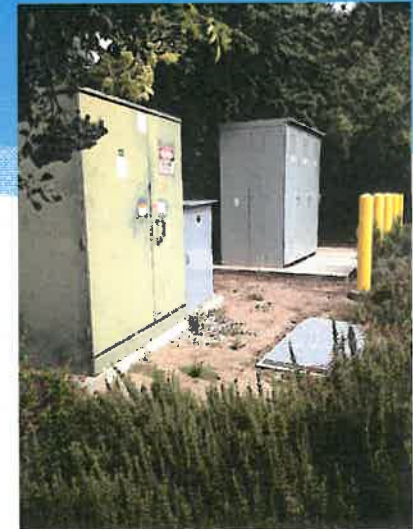
RP-1 ClaVal Meter



Completed RP-1 Utility Water Flow Meter

EN16055 Headquarters Back-up Generator

- Contractor: Davis Electric, Inc.
- Current Contract (Construction): \$179K
- Total Project Budget: \$450K
- Project Completion: May 2017
- Scope of Work:
 - Modify portable generator and install as stationary unit
 - Install controls to secure emergency power for HQ campus
- Current Activities:
 - Received SCAQMD Permit to Construct
 - Submittals/shop drawings review and approval
 - Fabrication and delivery of diesel particulate filter
 - Contractor mobilization in January 2017



Project Location Behind HQB



Existing Portable Generator

INFORMATION
ITEM

6E



State Water Project

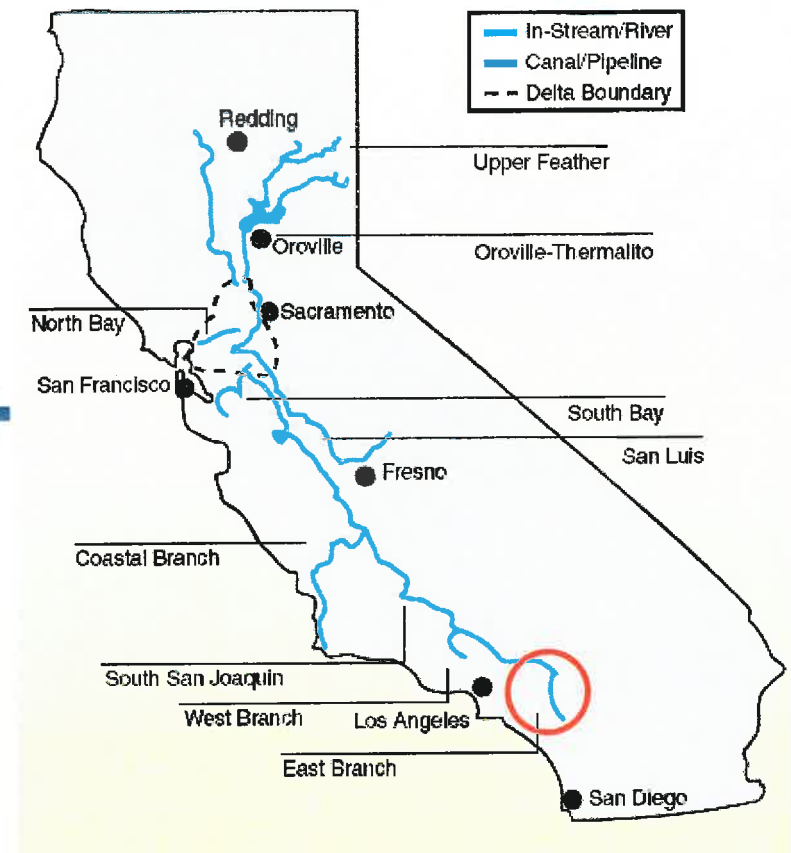
Connecting California's Water



Facility Tour

Key SWP facilities:

- Lake Oroville
- Bay Delta
- San Luis Reservoir
- Edmonston Pumping Plant
- **Pearblossom Pumping Plant** ←
- **Rialto Pipeline to IEUA** ←



From Edmonston Pumping Plant



Imported Water Supply in the IEUA Service Area

- * Purchased from the MWD (State Water Contractor)
- * Conveyed by MWD through the Rialto pipeline
 - * Service area includes 14 service connections
 - * Wholesale to WFA, CVWD and FWC
 - * Provide replenishment water to CBWM
 - * Have ability to purchase up to 93k AFY
- * Accounts for 20-30% of annual water supply


INFORMATION
ITEM


6F


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (02/8/17)

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 December 31, 2016 is an informational item for the Board of Director's review.

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended December 31, 2016 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. 2016-5-1).

Total cash, investments, and restricted deposits of \$194,649,883 reflects an increase of \$9,746,673 compared to the total reported for November 2016. The increase can be attributed to property tax receipts. The average days of cash on hand for the month ended December 31, 2016 decreased to 287 days from 306 days as reported in November 2016. The decrease can be attributed to shifting funds reserved for the 2008A bond refunding from non-restricted to restricted deposits. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency's cash flow. New connection fees collected and held by member agencies are excluded from the days of cash on hand calculation.

The Agency's investment portfolio average rate of return in December 2016 was 0.811%, a slight decrease of 0.015% compared to the average yield of 0.826% reported in November 2016. The

decrease can be attributed to a \$2 million U.S. Government Sponsored Entity investment that was called in December with an average yield of 1.625%.

In the month of December, Capital Capacity Reimbursement Account (CCRA) funds received from contracting member agencies to support the refinancing of the 2008A Bonds were deposited in the Agency's California Asset Management Pool (CAMP). Deposit of the CCRA funds exceeded the maximum allowable limit established in the Agency's investment policy. Use of the CAMP account will provide appropriate segregation of the CCRA funds until they are drawn to fund the bond closing scheduled for February 2, 2017. These funds will be withdrawn during the month of January.

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: December 2016 Treasurer's Report of Financial Affairs

Treasurer's Report of Financial Affairs for December 31, 2016

**February 2017
Board Meeting**

Report of Financial Affairs

Liquidity

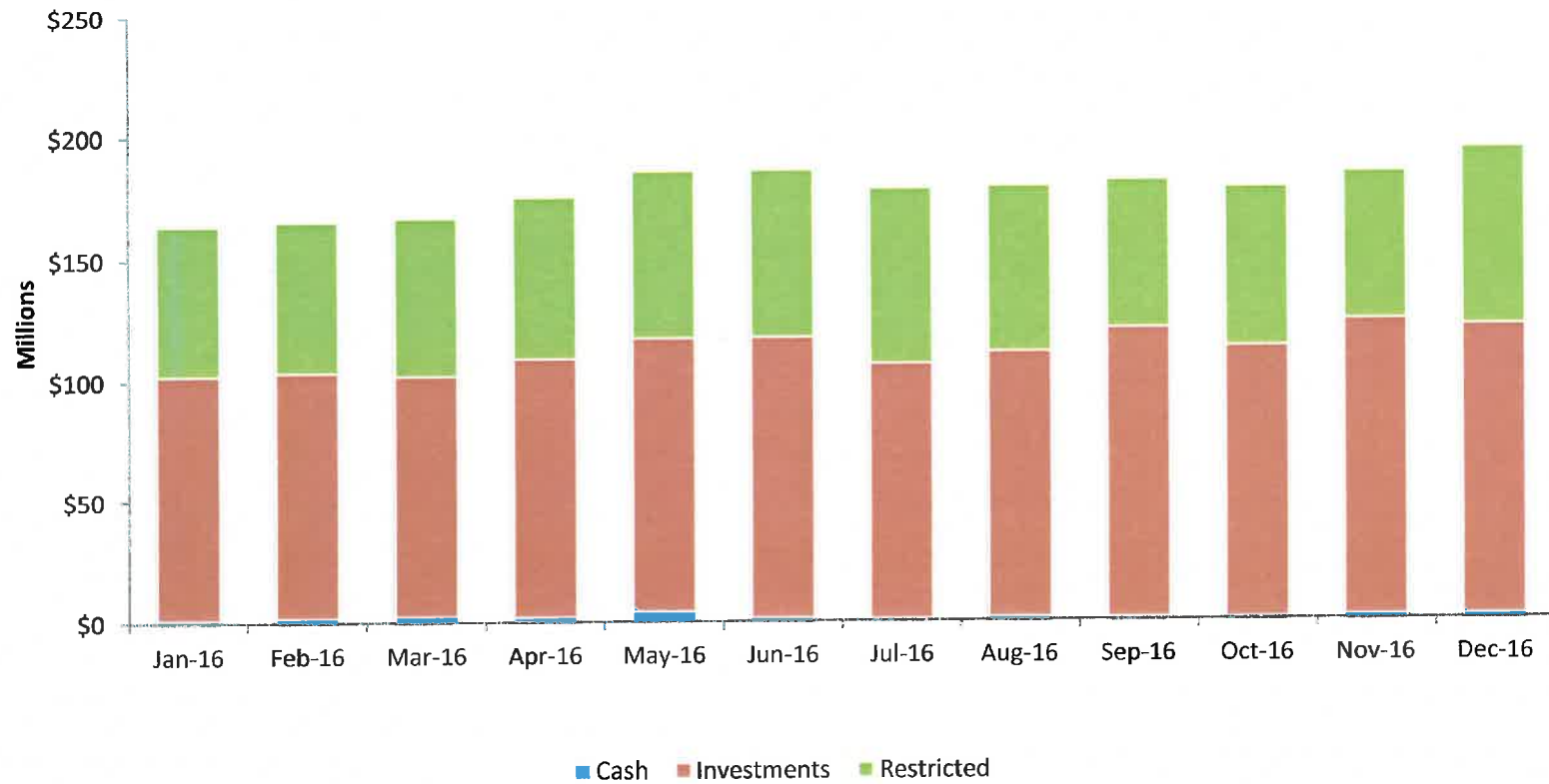
Description	December 2016 (\$ million)	November 2016 (\$ million)	Increase (Decrease) (\$ million)
Total Cash, Investments, and Restricted Deposits	\$194.6	\$184.9	\$9.7
Total Investment Portfolio	\$120.6	\$123.0	(\$2.4)
Investment Portfolio Yield	0.811%	0.826%	(0.015%)
Weighted Average Duration (years)	0.74	0.67	0.07
Average Cash on Hand (days)	287	306	(19)

Portfolio

Term	Description	Allowable Threshold (\$ million)	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF	\$65	\$25.6	0.72%	21.2%
	CalTrust	\$20	\$16.1	0.99%	13.3%
	Citizens Business – Sweep	40%	\$35.2	0.40%	29.2%
	CAMP	\$20	\$8.1	0.72%	6.7%
	Brokered CD's	30%	\$1.9	1.02%	1.6%
1 to 3 Years:	Medium Term Notes	10%	\$1.0	1.11%	0.8%
	US Government Securities	n/a	\$5.2	0.68%	4.2%
	Brokered CDs	30%	\$1.2	1.51%	1.0%
Over 3 Years:	US Government Securities	n/a	\$17.2	1.34%	14.4%
	Medium Term Notes	10%	\$8.6	1.26%	7.2%
Over 3 Years:	Brokered CDs	30%	\$0.5	2.38%	0.4%

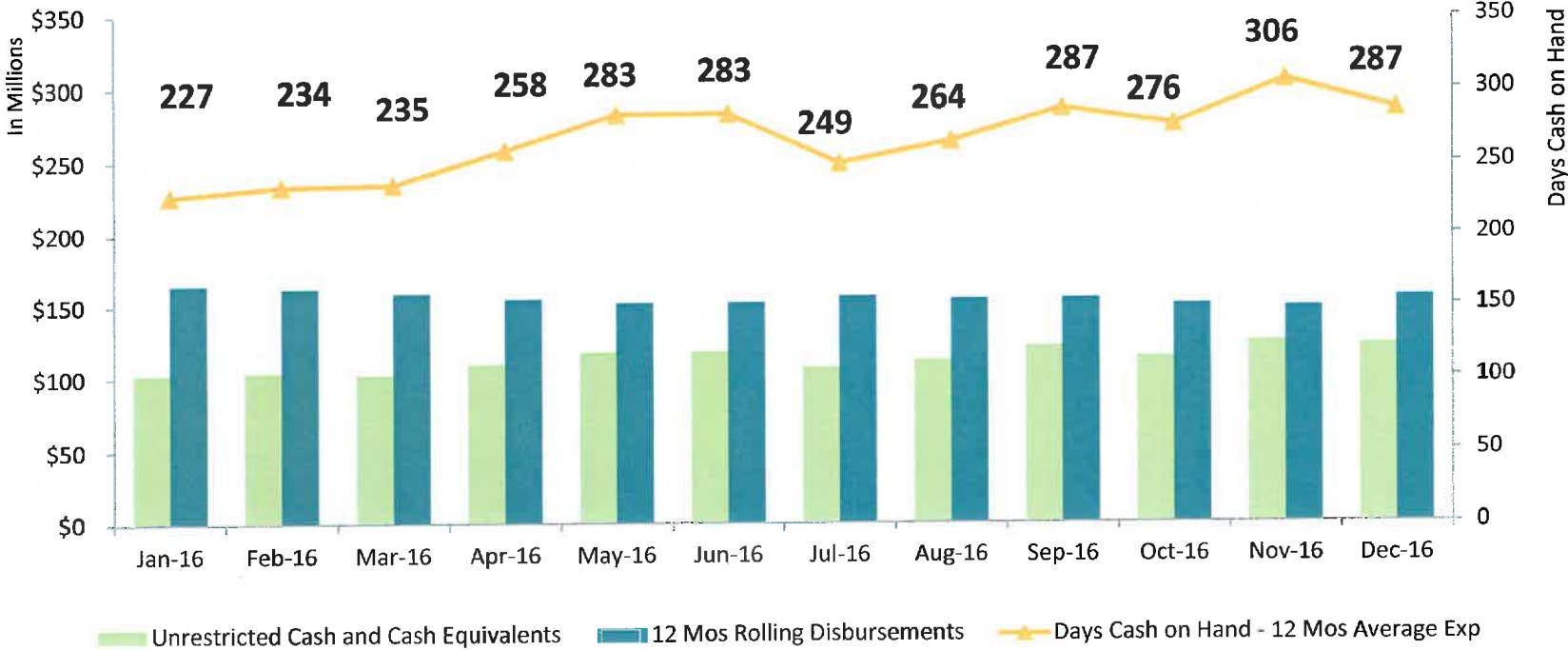
Cash, Investments and Restricted Deposits

Cash, Investments and Restricted Deposits

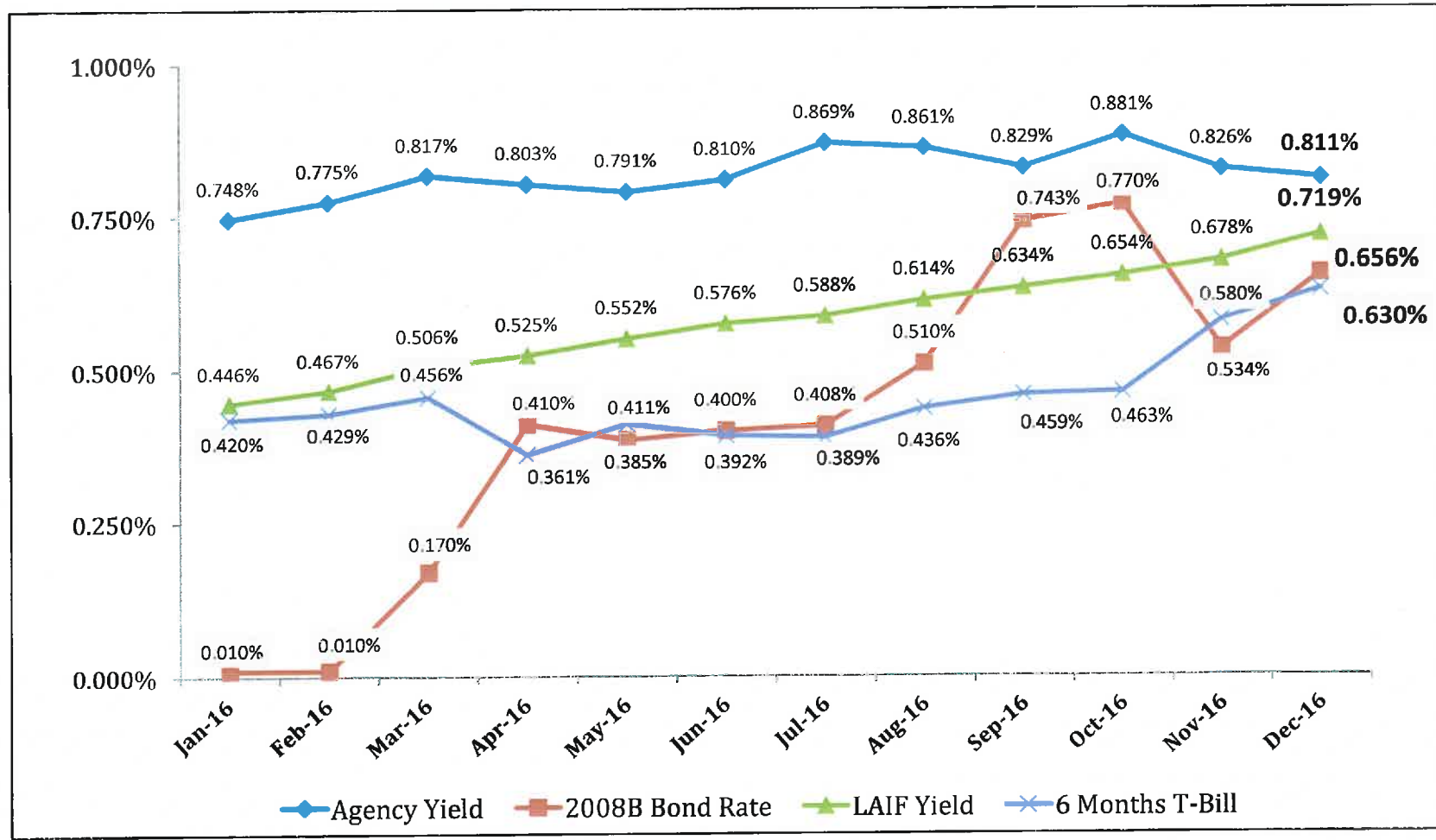


Day Cash On Hand

12 Months Rolling Average



Month End Portfolio Yield Comparison





Questions?

The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended December 31, 2016



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2016-5-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on May 18, 2016.

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
December 31, 2016

	<u>December</u>	<u>November</u>
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	\$1,415,663	\$1,428,177
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$35,206,744	\$25,702,967
Local Agency Investment Fund (LAIF)	25,584,481	29,584,481
CalTrust	16,067,404	16,047,549
California Asset Management Program (CAMP)	8,053,427	13,029,775
Certificates of Deposit	3,630,000	3,630,000
Medium Term Notes	9,596,177	9,598,161
U.S. Treasury Notes	0	999,993
U.S. Government Sponsored Entities	22,429,797	24,429,259
Total Investments	\$120,568,030	\$123,022,185
Total Cash and Investments Available to the Agency	\$121,983,693	\$124,450,362
<u>Restricted Deposits</u>		
Restricted Bank Investment Deposits	\$54,000,000	\$0
Debt Service Accounts	\$2,544,825	\$5,669,810
CCRA Deposits Held by Member Agencies	6,728,925	45,536,464
OPEB (CERBT) Account	9,275,291	9,182,883
Escrow Deposits	117,149	63,691
Total Restricted Deposits	\$72,666,190	\$60,452,848
Total Cash, Investments, and Restricted Deposits	\$194,649,883	\$184,903,210

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
December 31, 2016

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Offset by CBB Sweep Balance)	\$1,079,347
CBB Workers' Compensation Account	77,740
Bank of America (BofA) Payroll Account	36,917
BofA Payroll Taxes Account	55,733
Subtotal Demand Deposits	\$1,249,737
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	\$2,250
US Bank Pre-Investment Money Market Account	\$163,676
Total Cash and Bank Accounts	\$1,415,663

Investments

CBB Repurchase (Sweep) Investments	
Fannie Mae	\$16,796,197
Freddie Mac	18,410,547
Subtotal CBB Repurchase (Sweep)	\$35,206,744
Local Agency Investment Fund (LAIF)	
LAIF Non-Restricted Fund	\$25,584,481
Subtotal Local Agency Investment Fund	\$25,584,481
CalTrust	
Short Term	\$10,122,364
Medium Term - Restricted	5,945,040
Subtotal CalTrust	\$16,067,404
California Asset Management Program (CAMP)	
Pool	\$8,053,427
Subtotal CAMP	\$8,053,427

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
December 31, 2016

Investments Continued

Certificates of Deposit

Brokered Certificates of Deposit	\$3,630,000
Subtotal Certificates of Deposit	\$3,630,000

Medium Term Notes

John Deere Capital Corp.	\$1,000,645
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,518
Johnson & Johnson	2,018,531
Microsoft	2,068,007
Wells Fargo Bank N.A.	1,509,476
Subtotal Medium Term Notes	\$9,596,177

U.S. Government Sponsored Entities

Fannie Mae Bank	\$3,749,554
Freddie Mac Bank	5,482,442
Federal Farm Credit Bank	10,197,801
Federal Home Loan Bank	3,000,000
Subtotal U.S. Government Sponsored Entities	\$22,429,797

Total Investments

\$120,568,030

Restricted Deposits

Bank Investment Deposits

CAMP -Sinking Fund Reserves 2008A Bond	\$50,000,000
LAIF-Sinking Fund Reserves 2008A Bond	4,000,000
Subtotal Bank Investment Deposits	\$54,000,000

Debt Service Reserves

08B Debt Service Accounts	\$2,544,734
10A Debt Service Accounts	91
Subtotal Debt Service Reserves	\$2,544,825

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
December 31, 2016

CCRA Deposits Held by Member Agencies

City of Chino	\$1,566,369
Cucamonga Valley Water District	961,311
City of Fontana	1,224,853
City of Montclair	314,778
City of Ontario	1,901,809
City of Chino Hills	465,238
City of Upland	<u>294,567</u>
Subtotal CCRA Deposits Held by Member Agencies	<u>\$6,728,925</u>

CalPERS

OPEB (CERBT) Account	<u>\$9,275,291</u>
Subtotal CalPERS Accounts	\$9,275,291

Escrow Deposits

Kemp Brothers Construction	<u>\$117,149</u>
Subtotal Escrow Deposits	\$117,149

Total Restricted Deposits

\$72,666,190

Total Cash, Investments, and Restricted Deposits as of December 31, 2016

\$194,649,883

Total Cash, Investments, and Restricted Deposits as of 12/31/16

\$194,649,883

Less: Total Cash, Investments, and Restricted Deposits as of 11/30/16

184,903,210

Total Monthly Increase (Decrease)

\$9,746,673

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
December 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	December Amortization	December Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					\$1,079,347	\$1,079,347	N/A	N/A	\$1,079,347		N/A	N/A	\$1,079,347
Workers' Compensation Account					77,740	77,740	N/A	N/A	77,740		N/A	N/A	77,740
Subtotal CBB Accounts					<u>\$1,157,087</u>	<u>\$1,157,087</u>			<u>\$1,157,087</u>				<u>\$1,157,087</u>
Bank of America (BoFA)													
Payroll Checking					\$36,917	\$36,917	N/A	N/A	\$36,917		N/A	N/A	\$36,917
Payroll Tax Checking					55,733	55,733	N/A	N/A	55,733		N/A	N/A	55,733
Subtotal B of A Accounts					<u>\$92,650</u>	<u>\$92,650</u>			<u>\$92,650</u>		N/A		<u>\$92,650</u>
US Bank (USB)													
Federated Automated MMA					\$163,676	\$163,676	N/A	N/A	\$163,676	0.02%		N/A	\$163,676
Subtotal USB Account						<u>\$163,676</u>			<u>\$163,676</u>	0.02%			<u>\$163,676</u>
Petty Cash													
					<u>\$2,250</u>	<u>\$2,250</u>	N/A	N/A	<u>\$2,250</u>		N/A	N/A	<u>\$2,250</u>
Total Cash, Bank Deposits and Bank Investment Accounts					<u>\$1,251,987</u>	<u>\$1,415,663</u>			<u>\$1,415,663</u>				<u>\$1,415,663</u>
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
Fannie Mae					\$16,796,197	\$16,796,197	N/A	N/A	\$16,796,197	0.40%		N/A	\$16,796,197
Freddie Mac					18,410,547	18,410,547	N/A	N/A	18,410,547	0.40%		N/A	18,410,547
Subtotal CBB Repurchase Accounts					<u>\$35,206,744</u>	<u>\$35,206,744</u>			<u>\$35,206,744</u>	0.40%			<u>\$35,206,744</u>
LAIF Accounts													
Non-Restricted Funds					<u>\$25,584,481</u>	<u>\$25,584,481</u>	N/A	N/A	<u>\$25,584,481</u>	0.719%		N/A	<u>\$25,584,481</u>
Subtotal LAIF Accounts					<u>\$25,584,481</u>	<u>\$25,584,481</u>			<u>\$25,584,481</u>	0.719%			<u>\$25,584,481</u>
CALTRUST Accounts													
Short-Term					\$10,122,364	\$10,122,364	N/A	N/A	\$10,122,364	0.92%		N/A	\$10,122,364
Medium-Term (Self Insurance Reserves)					5,945,040	5,945,040	N/A	N/A	5,945,040	1.11%		N/A	5,945,040
Subtotal CalTrust Accounts					<u>\$16,067,404</u>	<u>\$16,067,404</u>			<u>\$16,067,404</u>	0.990%			<u>\$16,067,404</u>
CAMP Accounts													
Short-Term					<u>\$8,053,427</u>	<u>\$8,053,427</u>	N/A	N/A	<u>\$8,053,427</u>	0.72%		N/A	<u>\$8,053,427</u>
Subtotal CAMP Accounts					<u>\$8,053,427</u>	<u>\$8,053,427</u>			<u>\$8,053,427</u>	0.72%			<u>\$8,053,427</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
December 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	December	December	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Ally Bank	N/A				\$245,000	\$245,000	551		\$245,000	0.80%	0.80%	01/17/17	\$245,020
Capital One National Association	N/A				240,000	240,000	552		240,000	0.80%	0.80%	01/17/17	240,019
Compass Bank	N/A				245,000	245,000	552		245,000	0.85%	0.85%	01/17/17	245,032
Comenity Capital Bank	N/A				240,000	240,000	731		240,000	1.15%	1.15%	07/13/17	240,298
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	240,487
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	240,281
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	248,499
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,508
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,751
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,876
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,876
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	241,027
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	241,027
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.51%	07/29/20	244,473
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	244,111
Subtotal Brokered CDs					\$3,630,000	\$3,630,000		\$0	\$3,630,000		1.366%		\$3,641,285
U.S. Government Sponsored Entities													
Federal Farm Credit Bank (<i>Sinking Fund Reserves</i>)	AA+	AAA			\$5,195,000	\$5,199,431	447	(293)	\$5,197,801	0.75%	0.68%	09/13/17	\$5,190,013
Federal Farm Credit Bank	AA+	AAA			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,985,450
Freddie Mac Bond	AA+	AAA			1,000,000	1,003,132	1,023	(95)	1,002,462	1.25%	1.14%	03/15/19	999,000
Federal Home Loan Bank	AA+	AAA			3,000,000	3,000,000	1,186		3,000,000	1.50%	1.50%	04/26/19	3,000,000
Federal Farm Credit Bank	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,005,340
Freddie Mac Bond	AA+	AAA			1,500,000	1,500,000	1,080		1,500,000	1.15%	1.15%	07/26/19	1,476,780
Fannie Mae Step Bond	AA+	AAA			1,500,000	1,500,000	1,080		1,500,000	0.88%	1.33%	07/26/19	1,484,355
Fannie Mae Bond	AA+	AAA			900,000	899,460	1,153	14	899,554	1.25%	1.25%	08/23/19	891,270
Fannie Mae Bond	AA+	AAA			1,350,000	1,350,000	1,157		1,350,000	1.25%	1.25%	08/26/19	1,337,094
Freddie Mac Bond	AA+	AAA			3,000,000	2,972,928	1,359	618	2,979,980	1.25%	1.50%	10/02/19	2,982,450
Subtotal U.S. Gov't Sponsored Entities					\$22,445,000	\$22,424,951		\$244	\$22,429,797		1.189%		\$22,351,752
(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)													

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
December 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	December	December	%	%	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value	Coupon	Yield to Maturity	Date	Value
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(71)	\$1,000,645	1.20%	1.11%	10/10/17	\$999,350
Toyota Motor Credit Corp	AA-	AA3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,982,340
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	30	999,518	1.63%	1.66%	05/15/18	998,720
Johnson & Johnson	AAA	AAA			2,000,000	2,027,480	1,044	(816)	2,018,531	1.65%	1.16%	12/05/18	2,011,000
Microsoft	AAA	AAA			2,050,000	2,076,691	1,045	(792)	2,068,007	1.63%	1.16%	12/06/18	2,061,480
Wells Fargo Bank	AA-	Aa2			1,500,000	1,511,655	1,061	(336)	1,509,476	1.75%	1.48%	05/24/19	1,492,755
Subtotal Medium Term Notes					\$9,550,000	\$9,618,826		(\$1,985)	\$9,596,177		1.25%		\$9,545,645
Total Investments					\$120,537,056	\$120,585,833			\$120,568,030				\$120,450,738
<i>(Source of Investment Market Value: US Bank)</i>													
Restricted Deposits													
Bank Investment Deposits													
CAMP -Sinking Fund Reserves 2008A Bond					\$50,000,000	\$50,000,000			\$50,000,000		0.720%		\$50,000,000
LAIF-Sinking Fund Reserves 2008A Bond					4,000,000	4,000,000			4,000,000		0.719%		4,000,000
Total Bank Investment Deposit Accounts					\$54,000,000	\$54,000,000			\$54,000,000		0.72%		\$54,000,000
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,544,734	\$2,544,734	N/A	N/A	\$2,544,734		0.00%		\$2,544,734
10A Debt Service Accounts					91	91	N/A	N/A	91		0.10%		91
Total Debt Service Accounts					\$2,544,825	\$2,544,825			\$2,544,825		0.00%		\$2,544,825
CCRA Deposits Held by Member Agencies													
City of Chino					\$1,566,369	\$1,566,369	N/A	N/A	\$1,566,369		N/A	N/A	\$1,566,369
Cucamonga Valley Water District					961,311	961,311	N/A	N/A	961,311		N/A	N/A	961,311
City of Fontana					1,224,853	1,224,853	N/A	N/A	1,224,853		N/A	N/A	1,224,853
City of Montclair					314,778	314,778	N/A	N/A	314,778		N/A	N/A	314,778
City of Ontario					1,901,809	1,901,809	N/A	N/A	1,901,809		N/A	N/A	1,901,809
City of Chino Hills					465,238	465,238	N/A	N/A	465,238		N/A	N/A	465,238
City of Upland					294,567	294,567	N/A	N/A	294,567		N/A	N/A	294,567
Subtotal CCRA Deposits Held by Member Agencies					\$6,728,925	\$6,728,925			\$6,728,925				\$6,728,925
<i>Reported total as of January 16, 2017 - net of received Capital Call proceeds.</i>													
CalPERS Deposits													
OPEB (CERBT) Account					\$9,000,000	\$9,000,000	N/A	N/A	\$9,275,291		N/A	N/A	\$9,275,291
Subtotal CalPERS Deposits					\$9,000,000	\$9,000,000			\$9,275,291				\$9,275,291
Escrow Deposits													
Kemp Brothers Construction Escrow					117,149	\$117,149	N/A	N/A	\$117,149		N/A	N/A	\$117,149
Subtotal Escrow Deposits					\$117,149	\$117,149			\$117,149				\$117,149
Total Restricted Deposits					\$72,390,899	\$72,390,899			\$72,666,190				\$72,666,190
Total Cash, Investments, and Restricted Deposits as of December 31, 2016					\$194,179,942	\$194,392,395			\$194,649,883				\$194,532,591

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
December 31, 2016

December Purchases

No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
			None	\$ -	
Total Purchases				\$ -	

December Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
1	12/15/16	Maturity	US Treasury Note	\$ 1,000,000	0.625%
2	12/28/16	Full Call	Fannie Mae Bond	2,000,000	1.625%
Total Maturities, Calls & Sales				\$ 3,000,000	

INLAND EMPIRE UTILITIES AGENCY

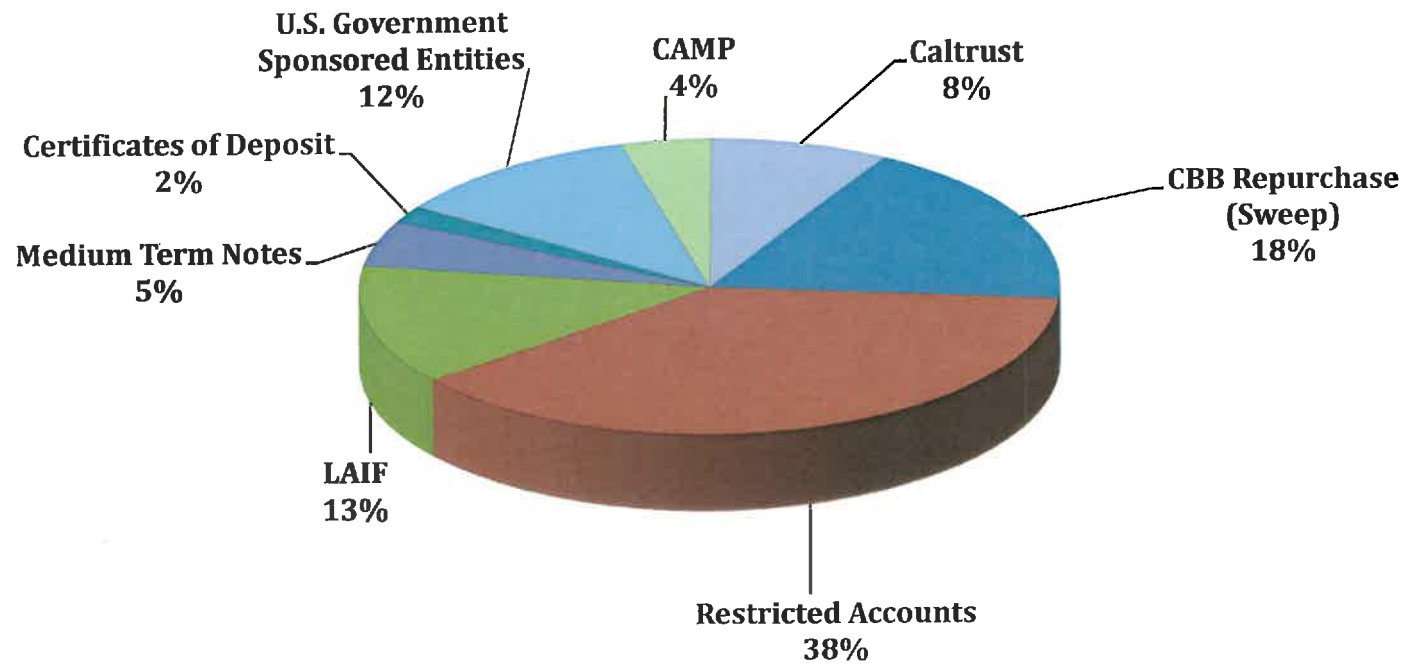
Cash and Investment Summary

Month Ended
December 31, 2016

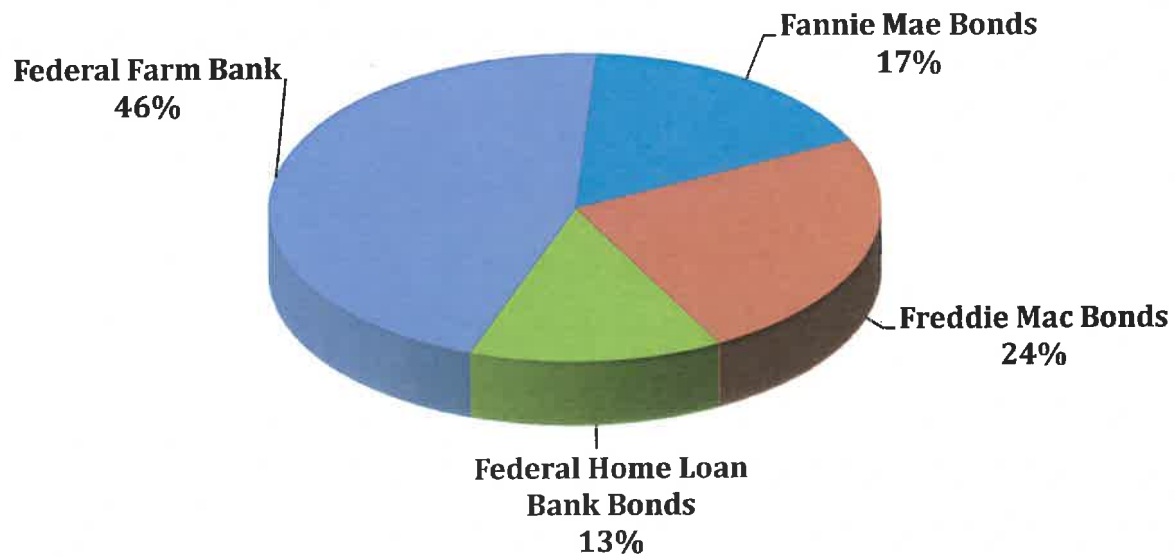
<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$35,206,744	0.400%
LAIF	25,584,481	0.719%
CalTrust	16,067,404	0.990%
CAMP	8,053,427	0.720%
Medium Term Notes	9,596,177	1.245%
U.S. Government Sponsored Entities	22,429,797	1.189%
	\$116,938,030	0.794%
Bank Deposit and Investment Accounts		
Various Banks - Brokered Certificates of Deposit	\$3,630,000	1.366%
	\$3,630,000	1.366%
Total Investment Portfolio	\$120,568,030	
Investment Portfolio Rate of Return		0.811%
Restricted/Transitory/Other Demand Accounts		
CCRA Deposits Held by Member Agencies	\$6,728,925	N/A
CalPERS OPEB (CERBT) Account	9,275,291	N/A
Bank Investment Deposits	54,000,000	0.720%
US Bank - 2008B Debt Service Accounts	2,544,734	0.000%
US Bank - 2010A Debt Service Accounts	91	0.100%
US Bank - Pre-Investment Money Market Account	163,676	0.020%
Citizens Business Bank - Demand Account	1,079,347	N/A
Citizens Business Bank - Workers' Compensation Account	77,740	N/A
Other Accounts*	94,900	N/A
	\$73,964,704	
Total Other Accounts		0.686%
Average Yield of Other Accounts		
Total Agency Directed Deposits	\$194,532,734	

* Note: Bank of America Payroll Deposits used as compensating balances for bank services.

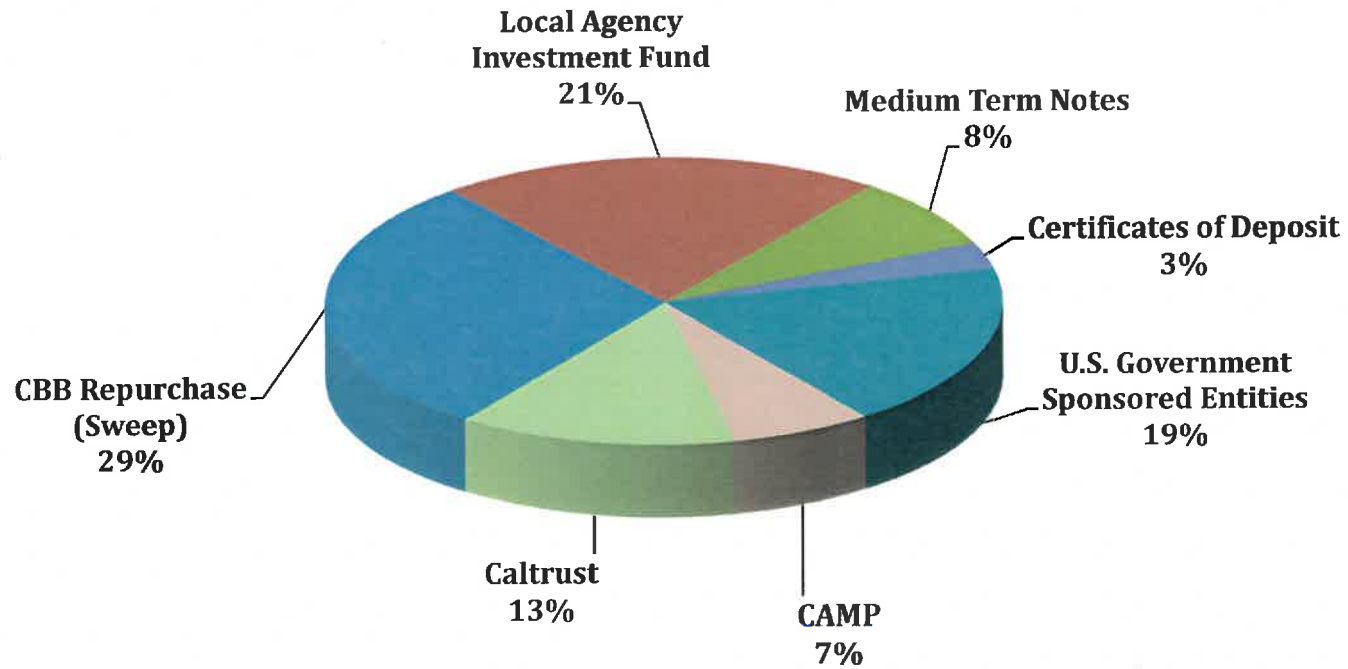
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2016
Agency Investment Portfolio (net of escrow accounts)
\$194,532,734



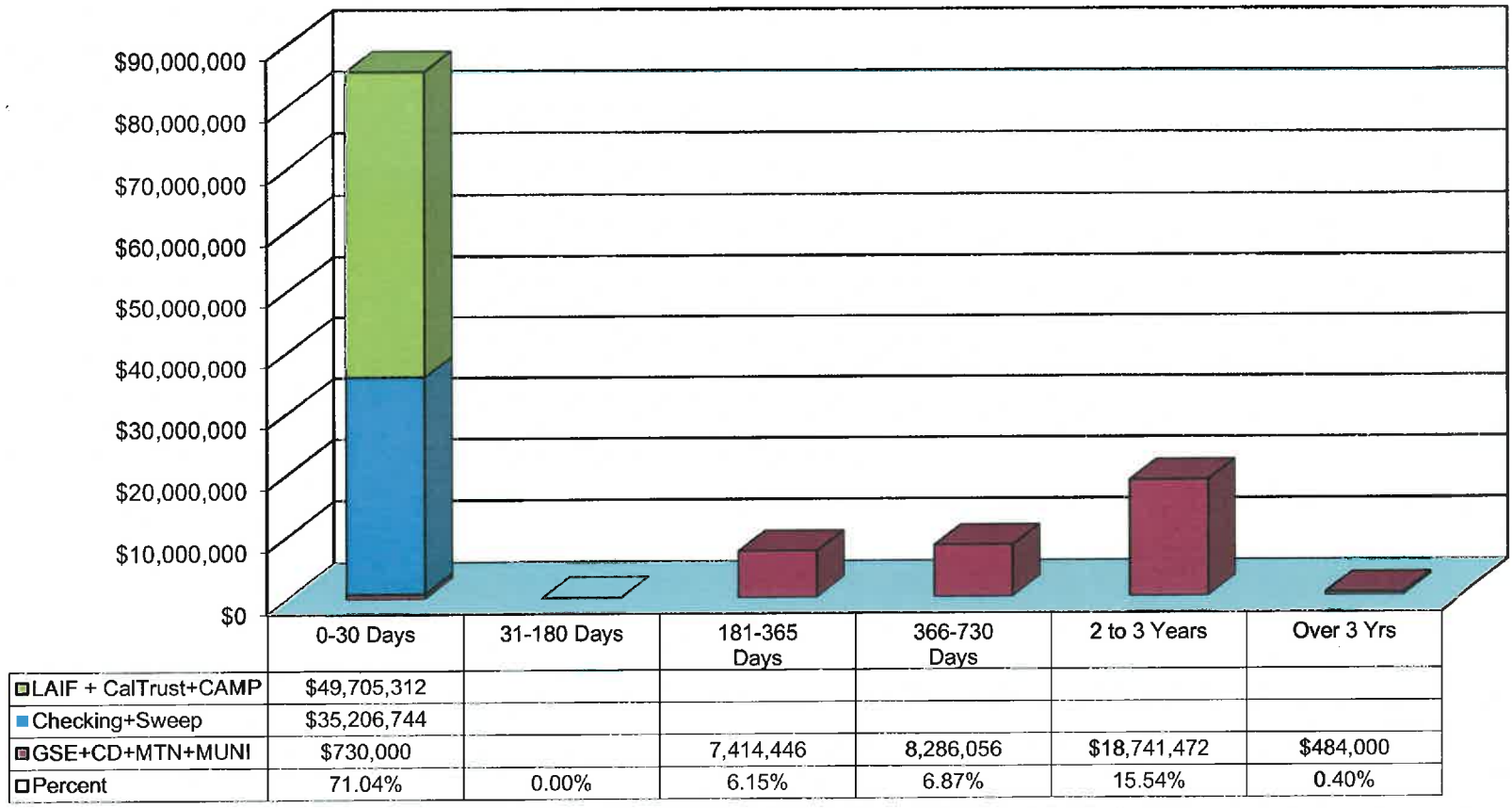
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2016
U.S. Government Sponsored Entities Portfolio
\$22,429,797



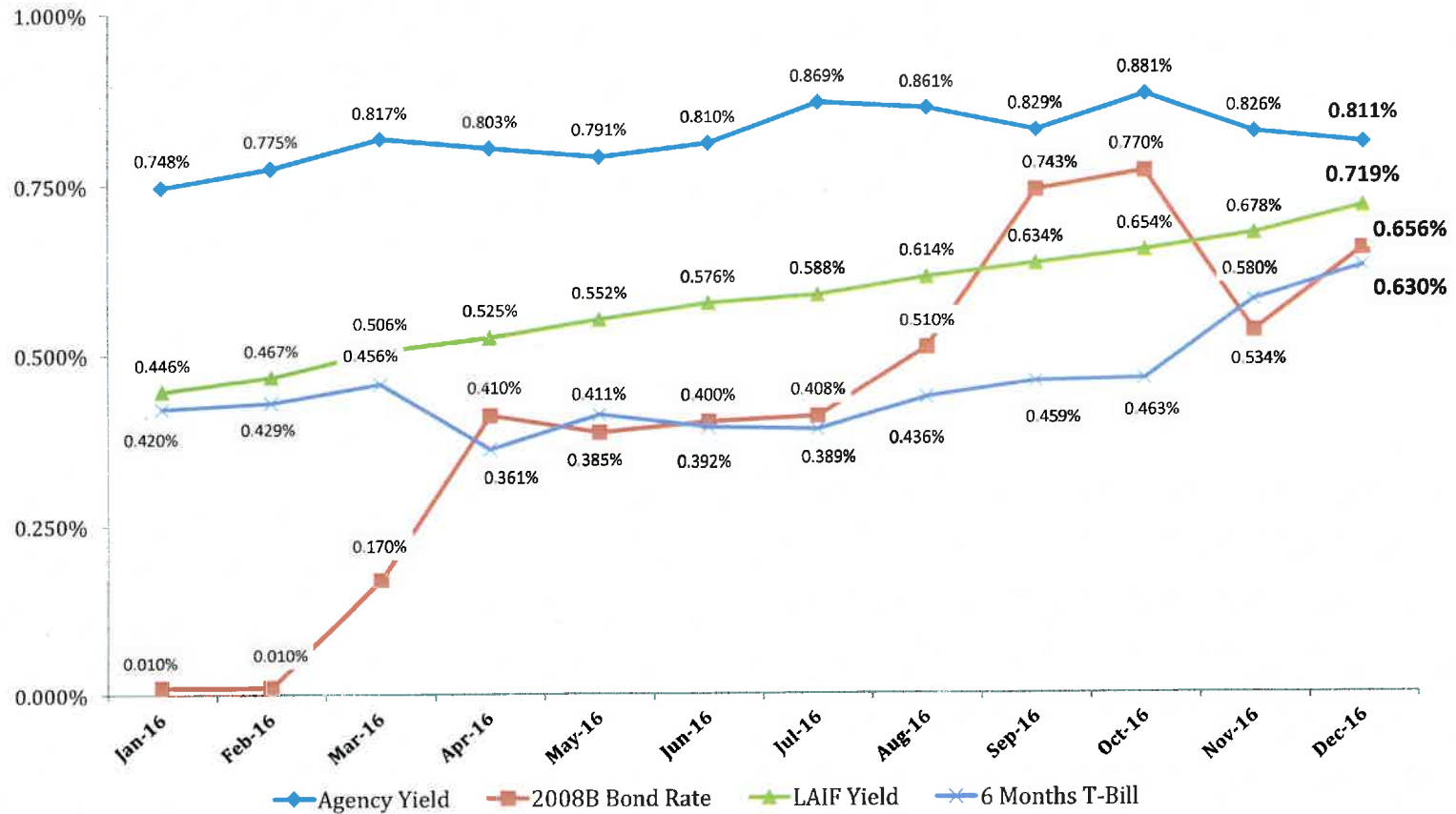
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2016
Unrestricted Agency Investment Portfolio
\$120,568,030



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 For the Month Ended December 31, 2016
Agency Investment Portfolio Maturity Distribution
\$120,568,030



**Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2016
Agency Investment Portfolio Yield Comparison**




INFORMATION
ITEM


6G

Date: February 15, 2017

To: The Honorable Board of Directors

Through: Community and Legislative Affairs Committee (02/08/17)

From: P. Joseph Grindstaff
General Manager 

Submitted by: Kathy Besser 
Manager of External Affairs

Subject: Public Outreach and Communication

RECOMMENDATION

This is an informational item for the Board of Directors to receive and file.

BACKGROUND

February

- February 16, IEUA Water Association Leadership Breakfast, IEUA HQB Event Room, 7:30 a.m. – 9:00 a.m.

March

- March 2, Project WET and Garden in Every School® Mini-Grant Workshop, IEUA HQB Event Room, 8:00 a.m. – 3:00 p.m.
- March 20-26, Fix a Leak Week
- March 20, IEUA Hosted Special Districts Dinner, Panda Inn: 3223 E. Centre Lake Drive, Ontario
- March 22, World Water Day
- March 24, Montclair High School, Garden in Every School® Dedication, 4725 Benito Street, Montclair, 3:00 p.m.

April

- April 13, Arroyo Elementary, Garden in Every School® Dedication, 1700 E. 7th Street, Ontario, 5:30 p.m.
- April 19, Student Earth Day, Chino Creek Wetlands and Educational Park, 9:00 a.m. – 2:00 p.m.
- April 20, Community Earth Day, Chino Creek Wetlands and Educational Park, 4:00 p.m. – 7:00 p.m.
- April 29, National Prescription Drug Take Back Day

May (Water Awareness Month)

- May (Date TBD), IERCF 10 Year Anniversary Celebration
- May 7-13, International Compost Awareness Week
- May 10, Townsend Junior High, Garden in Every School® Dedication, 15359 Ilex Drive, Chino Hills. 5:30 p.m.
- May 19-21, MWD Solar Cup Competition, Lake Skinner

Outreach/Education - Civic Publications Newspaper Campaign

- IEUA is working with Civic Publications to update the KickWaterWaste.com micro-site.
- IEUA is working with Civic Publications to distribute themed email blasts each month for March through June.

Media and Outreach

- IEUA is continuing to run banner ads through *Fontana Herald News* and *La Opinión* newspapers.
- Staff has developed spring messages for the season that align with the *Kick the Habit* brand and include a “Spring Into Action” theme.
- A *Kick the Habit* ad ran in the *Champion Newspaper*’s Healthy Living section on January 21.
- A *Kick the Habit* ad ran in the *Chino Connection* on February 4.
- In January, 33 posts were published to the IEUA Facebook page and 34 tweets were sent on the @IEUAwater Twitter handle.
- The top three Facebook posts, based on reach and engagement, in the month of December were:
 - 1/13: Townsend Junior High Garden In Every School® Highlight
 - 1/6: Project WET Facilitator Workshop Announcement
 - 1/10: Job Announcement Post
- IEUA provided automatic water softener removal rebate bill inserts to the city of Chino Hills (23,000) and Cucamonga Valley Water District (48,000). Staff is continuing to coordinate mailing schedules with the cities of Chino and Upland. Monte Vista Water District is including a write-up about the AWS program in their January/February newsletter. It will be mailed to 10,900 customers.

Education and Outreach Updates

- Staff is continuing to book field trips for the current school year. To date, staff has provided field trips to approximately 1,028 students.
- IEUA staff hosted two educational workshops on January 25 and January 26 facilitated by the Water Education Foundation – Project WET division. The January 25 workshop was facilitator training for those educators in southern California interested in becoming Project WET certified. The workshop held on January 26 focused on the Next Generation Science Standards and how to incorporate those standards into current Project WET activities.
- Staff has awarded four schools the Garden in Every School® water-wise grant for program year 2016/17. Schools awarded include: Arroyo Elementary in Ontario, Rolling Ridge Elementary in Chino Hills, Townsend Junior High School in Chino Hills, and Montclair

High School in Montclair. Planting has been completed at Arroyo Elementary School, and a reading bench was installed. Townsend Junior High School's planting has been completed. Rolling Ridge Elementary planting has been completed. Montclair High School's garden installation began on January 25 with an estimated completion date of February 1. Dedication ceremonies will be planned for spring 2017.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The above-mentioned activities are budgeted in the FY 2016/17 Administrative Services (GG) Fund, External Affairs Services budget.

INFORMATION
ITEM

6H

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Comprehensive Government Relations

MEMORANDUM

To: Joe Grindstaff and Kathy Besser, IEUA

From: Letitia White, Jean Denton, and Drew Tatum

Date: January 27, 2017

Re: January Monthly Legislative Update

Lawmakers Narrowly Pass FY17 Budget Resolution, Set Up Obamacare Fight

The House and Senate adopted a budget resolution for fiscal year 2017 that will allow for subsequent reconciliation legislation to repeal parts of the Affordable Care Act with a simple majority vote in the Senate. Additionally, the legislative reconciliation package cannot be filibustered by Democrats in the Senate. After introducing the resolution the same week lawmakers convened the 115th Congress, some Republican lawmakers have expressed skepticism with moving forward on repealing the Affordable Care Act until a replacement is ready for floor consideration. Nevertheless, Republicans opted to move forward with the budget resolution to set up the reconciliation procedure without divulging when that legislation will come to the floor.

Senators spent nearly a week debating the budget resolution amid a number of confirmation hearings before taking roll call votes on amendments in a budget “vote-a-rama”. After completing consideration, the Senate adopted the budget resolution on a vote of 51-48 with Senator Rand Paul (R-KY) as the sole Republican voting with Democrats against the resolution. Due to confirmation hearings, votes on amendments to the budget resolution did not gain as much media attention as they have in years past. Traditionally, the amendment process to budget resolutions is used to force Senators to take hard votes that could be used to embarrass them during their next election.

In the House, lawmakers narrowly passed the fiscal year 2017 budget resolution after it was sent over from the Senate on a vote of 227-198. Nine House Republicans joined Democrats in voting against the resolution. House rules allowed for the expedited consideration of the resolution only one day after it was received from the Senate.

The Senate Finance Committee, Senate Health, Education, Labor, and Pensions Committee, House Energy and Commerce Committee, and the House Ways and Means Committee now have until January 27 to submit deficit reduction legislation to their respective Budget Committees. That legislation will be used as the vehicle to repeal parts of the Affordable Care Act, but it is unclear when the respective Budget Committees might report that legislation to the floor.

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House Appropriator Eyes Action on FY17 Bills

House Appropriators are looking at several options to wrap up the fiscal year 2017 appropriations process, including the possibility that the Defense Appropriations bill will be considered on its own during the Spring. Lawmakers would then turn their attention to the 10 remaining domestic discretionary appropriations bills in one legislative package, according to one member of the House Appropriations Committee.

“As soon as the Trump administration comes in we are going to start moving on the Defense appropriations bill immediately,” Representative Tom Cole (R-OK), the chairman of the Labor-HHS-Education Appropriations Subcommittee, said in early January, though no action has yet been taken by the House Appropriations Committee. “Then we are going to turn to a domestic omnibus, if you will. The remainder of the programs. This will give the new administration an opportunity if they want to do something a little different or add something here or there,” he continued. “The aim would be to get that passed by the April 28 end of the CR. Then we could operate the rest of the year with a normal functioning government; without the restraints of a CR.”

While lawmakers had originally hoped to move all fiscal year 2017 appropriations bills before the end of the 114th Congress, intervening action by President-elect Trump saw the passing of a continuing resolution through the end of April.

The House Appropriations Committee met for the first time on January 24 for its organizational meeting. The new Chairman of the Committee, Representative Rodney Frelinghuysen (R-NJ), recently asked the Appropriations Subcommittee staff to submit an list of outstanding issues from last year, but has not yet provided guidance on how the committee will address the remainder of the fiscal year 2017 appropriations bills.

Complicating the calendar for the appropriations process is the number of nominees the Senate will need to devote floor time to early in the year. With the number of nominees who will be contested by Democrats, it is unclear how much time the Senate will have to dedicate to the consideration of appropriations legislation until April. While the House does not have the constitutional responsibility of confirming presidential nominees, it is unlikely they will move forward with appropriations legislation until the Senate is also ready to take action. Additionally, Congress has historically waited until there is a deadline approaching to finalize appropriations legislation—setting up the possibility that fiscal year 2017 appropriations legislation will not be passed until late April.

With Trump's Promise of an Infrastructure Plan, Democrats Introduce Their Own

President Donald Trump renewed his promise to rebuild crumbling infrastructure in his inaugural address after making repeated campaign promises to focus on the nation's infrastructure woes. The president's team reached out the National Governors Association (NGA) in December to collect states' project wish lists, and approximately 40 states have responded thus far. Scott Pattison, the executive director of the NGA, said in an interview he believes that the administration wants to assess how many projects there are as it crafts the president's infrastructure initiative. Former President Barack Obama's administration made a similar request for “shovel-ready” projects for the more than \$800 billion stimulus package developed in 2009.

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While President Trump has proposed spending between \$550 billion and \$1 trillion on an infrastructure initiative, House Speaker Paul Ryan (R-WI) and Senate Majority Leader Mitch McConnell (R-KY) have indicated they would not support an infrastructure spending plan that was not paid for either through spending cuts or a tax-reform package. As we have previously reported, House Transportation and Infrastructure Committee Leaders have indicated that the committee will use the early days of the administration to identify potential pay-fors before drafting an infrastructure package.

Recognizing the administration's desire to pass an infrastructure bill, Senate Democrats capitalized on the fact that Republicans have not introduced a legislative package by introducing their own. In unveiling their \$1 trillion infrastructure package in late January, Democrats say that the legislation would create as many as 15 million jobs without using public/private partnerships that that would provide tax credits to private investors. The 10-year infrastructure rebuilding plan did not include a mechanism to pay for the legislation, nor were potential offsets identified. The legislation does include a "Buy America" provision that has been a popular theme with President Trump. The provision would require the use of US made products where government funds are being used for projects.

It is unlikely that the Democrat's plan will move, as they do not control the House or Senate. However, it will give Democrats some leverage when Republicans look to draft a framework later this year. The president has taken a personal interest in infrastructure projects, given his background in commercial real estate and construction. He has asked New York real estate developers Richard LeFrak and Steven Roth to lead a new council devoted to giving him advice on infrastructure projects with the aim of introducing an infrastructure package later this spring.

Leadership of House Committees Finalized

House Republicans and Democrats have announced the following full committee leaders for the 115th Congress.

House Committee	Chairman	Ranking Democrat
Agriculture	Mike Conaway (TX)	Collin Peterson (MN)
Appropriations	Rodney Frelinghuysen (NJ) - new	Nita Lowey (NY)
Armed Services	Mac Thornberry (TX)	Adam Smith (WA)
Budget	Diane Black-interim (TN) - new*	John Yarmuth (KY) - new
Education / Workforce	Virginia Foxx (NC) - new	Bobby Scott (VA)
Energy and Commerce	Greg Walden (OR) - new	Frank Pallone (NJ)
Ethics	Susan Brooks (IN) - new	Ted Deutch (FL) - new
Financial Services	Jeb Hensarling (TX)	Maxine Waters (CA)
Foreign Affairs	Ed Royce (CA)	Eliot Engel (NY)
Homeland Security	Michael McCaul (TX)	Bennie Thompson (MS)
House Administration	Gregg Harper (MS) - new	Robert Brady (PA)
Intelligence	Devin Nunes (CA)	Adam Schiff (CA)
Judiciary	Bob Goodlatte (VA)	John Conyers (MI)

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Natural Resources	Rob Bishop (UT)	Raul Grijalva (AZ)
Oversight / Government Reform	Jason Chaffetz (UT)	Elijah Cummings (MD)
Rules	Pete Sessions (TX)	Louise Slaughter (NY)
Science, Space and Technology	Lamar Smith (TX)	Eddie Bernice Johnson (TX)
Small Business	Steve Chabot (OH)	Nydia Velazquez (NY)
Transportation and Infrastructure	Bill Shuster (PA)	Peter DeFazio (OR)
Veterans' Affairs	Phil Roe (TN) - new	Tim Walz (MN) - new
Ways and Means	Kevin Brady (TX)	Richard Neal (MA) - new
Joint Economic	Pat Tiberi (OH) - new	Carolyn Maloney (NY)
* President Donald Trump announced his intention to nominate Price as secretary of Health and Human Services. Black was named by House Speaker Paul Ryan to head the House Budget Committee on an interim basis, which could give her a leg up in a race for the permanent slot if Price is confirmed.		

President Trump Signs Immigration Executive Orders

President Donald Trump acted on two of the most fundamental—and controversial—elements of his presidential campaign, declaring that he would build a wall on the border with Mexico and greatly tighten restrictions on who can enter the U.S. Trump signed a pair of orders to set in motion the construction of a "physical wall" across the 1,989-mile length of the southern border and to strengthen immigration enforcement within the U.S. The second order includes an attempt to crack down on "sanctuary cities" that refuse to allow their police to enforce federal immigration law.

The executive order regarding the wall instructs the Department of Homeland Security to deliver a report in six months detailing how to build the barrier and how much money Congress will be asked to provide, both for construction and to acquire land from private owners on the border. The order specifies that the wall must be "a contiguous, physical wall or other secure, contiguous and impassable physical barrier," a definition that appears to prohibit fencing or electronic surveillance.

Trump also called for hiring 5,000 additional Border Patrol agents and 10,000 immigration officers, though that move is subject to available appropriations. And the Department of Homeland Security is directed to allocate what money it can to building new detention facilities to house undocumented immigrants apprehended near the border.

The order also prioritizes the removal of immigrants who have been convicted or charged with a criminal offense or abused public benefits provided by the government, similar to the policy President Barack Obama set.

The second order will increase federal agency efforts to stop illegal immigration, including restoration of the "Secure Communities Program." The State Department is directed to take steps to ensure countries of origin accept the return of illegal immigrants who have committed

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criminal acts. The Attorney General and Secretary of Homeland Security are given the ability to withhold federal grants from so-called sanctuary cities that do not help the federal government deport immigrants. It's unclear what impact the penalty will have because the order says funding cannot be withheld in violation of the law or when federal dollars are needed for law enforcement.

Supreme Court to Decide “Waters” Jurisdictional Question

The U.S. Supreme Court has agreed to decide whether challenges to the Environmental Protection Agency and Army Corps of Engineers “waters of the United States” rule properly lie in federal district courts, or a specific federal appeals court. The court granted a request filed by the National Association of Manufacturers, which asked the court to determine whether the US Court of Appeals for the Sixth Circuit erred when it claimed exclusive jurisdiction to decide petitions to review the waters rule.

According to legal experts, an interlocutory appeal—or one made from a non-final judgement order—is rarely granted and is akin to a Hail Mary. A decision in the case is expected in the Supreme Court term that ends by early July. As this is a jurisdictional question, it is unclear how the Justices will come down on the challenge.

Several states and industry groups argue and have sued on the basis that the waters of the U.S. rule, jointly released by the EPA and U.S. Army Corps of Engineers on June 29, 2015, improperly expands federal authority. In February 2016, the Sixth Circuit ruled in favor of the Obama administration in a 1-1-1 opinion that said the appeals court, not the district courts, was the proper venue to hear challenges to the rule. It is a Sixth Circuit rule that only the court sitting en banc, rather than a panel, can overrule circuit precedent. The full court denied such a petition, but the circuit stayed the rule nationwide on October 9, 2015 while it studied the challenge.

“The panel's ruling, if allowed to stand, would disserve the federal judicial process, which depends on district courts and courts of appeals independently analyzing legal issues,” the National Association of Manufacturers wrote in its petition to the high court. “Under the panel's ruling, challenges to important CWA regulations would be funneled to a single court of appeals, without the benefit of initial consideration by the district courts or the opinions of the other federal courts of appeals on the same issues.”

While the rule continues to make its way through the courts, Republican lawmakers have identified the rule as a top target to roll back in the new administration. Previous efforts have failed, as Republicans have been unable to include language prohibiting the implementation in the appropriations process and came up short in attempting to use the Congressional Review Act to overturn it. Republican Chairmen whose Committees will have jurisdiction over the rule—Senator John Barrasso (R-WY) and Representative Bill Shuster (R-PA)—have both indicated that a rollback will be a high priority in the 115th Congress, but cautioned that it could be weeks before their committees were stood up and ready to address the issue.

Cabinet Confirmations and Senior Administration Picks

President Trump's cabinet is beginning to take shape with the confirmation of two Cabinet Secretaries and the confirmation of his United Nations Ambassador. We have included a list

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below of the nominees along with the status of their confirmation and/or the next steps at the committee level. Additionally, we have included a list below that includes senior White House staff not requiring Senate confirmation.

Cabinet	Trump's Pick	Next Committee/Floor Action
Secretary of State	Rex Tillerson	Jan. 30 (cloture vote)
Treasury Secretary	Steve Mnuchin	Next steps unscheduled (hearing held)
Defense Secretary	James Mattis	Confirmed 1/20/17
Attorney General	Jeff Sessions	Jan. 30 (committee vote)
Interior Secretary	Ryan Zinke	Jan. 31 (committee vote)
Agriculture Secretary	Sonny Perdue	Next steps unscheduled
Commerce Secretary	Wilbur Ross	Jan. 24 (committee vote)
Labor Secretary	Andrew Puzder	Feb. 7 (hearing – HELP)
HHS Secretary	Tom Price	Next steps unscheduled (hearing held)
HUD Secretary	Ben Carson	Jan. 12 (committee vote)
Transportation Secretary	Elaine Chao	Jan. 30 (confirmation vote)
Energy Secretary	Rick Perry	Jan. 31 (committee vote)
Education Secretary	Betsy DeVos	Jan. 31 (committee vote)
Veterans Affairs Secretary	David Shulkin	Feb. 1 (hearing – VA)
Homeland Security Secretary	John F. Kelly	Confirmed 1/20/17
High-level Offices	Trump's Pick	Hearing Date
White House Chief of Staff	Reince Priebus	n/a
Director of Office of Management and Budget	Mick Mulvaney	Feb. 1 (committee vote)
Director of the CIA	Mike Pompeo	Confirmed 1/23/17
Admin. of the Small Business Admin	Linda McMahon	Jan. 30 (committee vote)
Admin. of the EPA	Scott Pruitt	Next steps unscheduled (hearing held)
Admin. Centers for Medicare & Medicaid	Seema Verma	Next steps unscheduled
Deputy Commerce Secretary	Todd Ricketts	Next steps unscheduled
Secretary of the Army	Vincent Viola	Next steps unscheduled
Trade Representative	Robert Lighthizer	Next steps unscheduled
Chair Securities and Exchange Commission	Jay Clayton	Next steps unscheduled
Selected Ambassadors	Trump's Pick	Hearing Date
Ambassador to the United Nations	Nikki Haley	Confirmed 1/25/17
United States Ambassador to China	Terry Branstad	Next steps unscheduled
United States Ambassador to Israel	David Friedman	Next steps unscheduled
Assistants to the President	Trump's Pick	

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Counsel to the President	Don McGahn
Special Advisor on Regulatory Reform	Carl Icahn
Economic Policy and National Econ Council	Gary Cohn
Counselor to the President	Kellyanne Conway
Deputy National Security Advisor	KT McFarland
National Security Advisor	Michael Flynn
National Trade Council	Peter Navarro
Special Rep. International Negotiations	Jason Greenblatt
Senior Counselor and Chief Strategist	Stephen Bannon
Press Secretary	Sean Spicer
Director of Strategic Communications	Hope Hicks
Senior Advisor to the President for Policy	Stephen Miller
Director of Social Media	Dan Scavino
Deputy Chief of Staff for Operations	Joe Hagin
Deputy Chief of Staff for Implementation	Rick Dearborn
Deputy Chief of Staff	Katie Walsh
Director of Legislative Affairs	Marc Short
Director of Presidential Personnel	John DeStefano
Director of Communications Office of Public Liaison	Omarosa Manigault
Chief of Staff to the Vice President	Josh Pitcock
Director of Oval Office Operations	Keith Schiller
President and Director of Advance	George Gigicos
Deputy Communications Director	Jessica Ditto
Deputy Communications and Research Director	Raj Shah
Political Director	Bill Stepien
Deputy Chief of Staff to the Vice President	Jen Pavlik
Personal Aide to the President	John McEntee
Director Domestic Policy Council	Andrew Bremberg
Dep. Dir. of the Domestic Policy Council and Dir. of Budget Policy	Paul Winfree
Healthcare Policy	Katy Talento
Urban Affairs and Revitalization	Ja’Ron Smith
Education Policy	Rob Goad
Justice and Homeland Security Policy	John Zadrozny
Regulatory Reform	Zina Bash
Senior Policy Analyst	Peter J. White
Director of Policy and Interagency Coord.	Carlos Diaz-Rosillo
Advisor for Policy	Vince Haley

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Advisor for Policy	Ross Worthington
Advisor for Policy Dev. and Speechwriting	Ryan Jarmula
Special Assistant to the Senior Advisor	Robert Gabriel
Dep. Dir. of the Natl Trade Council for the Def Industrial Base	Alexander Gray
Dep. Dir. of the Natl Trade Council for "Buy American"	Rolf Lundberg

Outlook for February

The House and Senate are scheduled to be in session for three out of four weeks during the month of February, with a recess occurring the week of President's Day.

Starting next week, the Senate is expected to devote significant floor time to the consideration of President Trump's nominees for cabinet positions. Elaine Chao, the nominee to serve as Secretary of Transportation and the wife of Senate Majority Leader Mitch McConnell, is expected to be confirmed on Monday, January 30. The Senate is also expected to take a cloture vote on the nomination of Rex Tillerson to serve as Secretary of State. While Senate Democrats cannot block votes on President Trump's nominees, they can force Republicans to file cloture petitions on the nominees, which delays final confirmation votes by at least 3 days absent an agreement to yield back time.

Senate Democrats have indicated that they will force Republicans to file a cloture petition on most of the remaining nominees. At this time, it is unclear if Republicans will use their control of the schedule to force votes at random hours of the night, or if Democrats will agree to hold cloture votes earlier by unanimous consent.

One additional complication for the floor schedule in the Senate is that President Trump is expected to announce his nominee for the Supreme Court on Thursday, February 2. When the Democrats used the nuclear option to reduce the number of votes necessary to advance cabinet and most judicial nominees, they specifically exempted Supreme Court nominees. That means that Republicans would either need to get the support of some Democrats to advance a Supreme Court pick, or use the nuclear option themselves if the nominee didn't gain support from Democrats.

The House is expected to use the first week or two of the month to introduce and pass Congressional Review Act (CRA) resolutions of disapproval on regulations and rules finalized at the end of President Obama's term. Using the CRA, Congress can pass a resolution with a simple majority in both chambers and, with the president's signature, repeal final rules from executive agencies. The procedure has only been successfully employed once when Congress used the CRA to overturn a Clinton-era rule regarding ergonomics in the opening days of President Bush's first term.

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In late February, the House may move forward with the reconciliation legislation allowed for in the recently passed fiscal year 2017 budget resolution. The reconciliation legislation being drafted would repeal many parts of the Affordable Care Act. Though not expected in February, Republicans are expected to introduce replacement legislation for the healthcare law to be passed soon after a repeal is finalized. The reconciliation legislation will only require a simple majority in the House and Senate, thwarting any potential filibusters in the Senate.

While unannounced and so far unrequested from the administration, the House and Senate may also consider supplemental appropriations requests from the Department of Defense (for overseas military operations) and from the Department of Homeland Security (to build the border wall between the US and Mexico and fund border control activities).

INFORMATION
ITEM

61



January 27, 2017

To: Inland Empire Utilities Agency

From: Michael Boccadoro
President

RE: January Legislative Report

Overview:

The Legislature returned to Sacramento in January and got to work crafting legislation. While bill introductions have been slow, there have been lots of discussions and speculation about specific legislation that will be introduced. Another attempt will be made to reform Proposition 218 for stormwater, conservation-based rates and lifeline rates. This time, it will be championed by Senator Hertzberg. Legislation from WaterReuse to streamline the terms and definitions of recycled water is also on the horizon, while an effort to craft legislation authorizing the California Independent System Operator to explore a regional electric grid still looms.

The Governor proposed a \$177 billion budget that includes more than \$200 million for Integrated Water Management as well as funds for organics management. Budget sub-committees will meet to discuss specific line items, but work will begin in earnest after the April tax returns come in and the Governor issues his “May Revise.”

Just weeks before the end of the Obama administration, U.S. Department of the Interior Secretary Sally Jewell issued a Secretarial Order directing the Department and its bureaus to take action on pending California WaterFix permits. The order directs the Bureau of Reclamation and the U.S. Fish and Wildlife Service to complete the technical, scientific, and analytical work necessary to make permitting, regulatory, and other decisions associated with the California WaterFix and various other water initiatives currently in play in the state.

The California Public Utilities Commission (CPUC) has adopted policy guidelines to assess time periods for future time-of-use rates. The decision also grandfathers net-energy metering projects on their current rates for ten years. Southern California Edison’s (SCE) proposal is to shift the peak period to 4:00 PM to 9:00PM. Parties will begin discussions on this proposal in the coming months as SCE moves through its General Rate Case process.

Assembly Speaker Anthony Rendon released his committee assignments. Nobody from the IEUA delegation was assigned to the Water, Parks and Wildlife Committee.

With the recent deluge of precipitation, the Department of Water Resources recently announced an increase in its estimate of 2017’s State Water Project (SWP) allocation to 60%, up from the initial estimate of 20%. Metropolitan Water District of Southern California is currently expected to get 1.15 of its requested 1.9 million acre feet in 2017.

The case that could determine the future of the state's cap-and-trade program moved closer to resolution. Attorneys for both sides argued in front of the state appeals court recently. At issue is if the program is considered a tax or a fee. If the court ultimately decides it is a tax, the program would be invalid because it was not approved by a two-thirds vote of the legislature.

Inland Empire Utilities Agency Status Report – January 2017

Department of the Interior Secretary Issues Secretarial Order on California WaterFix

Just weeks before the end of the Obama administration, U.S. Department of the Interior Secretary Sally Jewell issued a Secretarial Order directing the Department and its bureaus to take action on pending California WaterFix permits. The order directs the Bureau of Reclamation and the U.S. Fish and Wildlife Service to complete the technical, scientific, and analytical work necessary to make permitting, regulatory, and other decisions associated with the California WaterFix and various other water initiatives currently in play in the state.

The order calls for six actions:

1. California WaterFix Environmental Review, including a final Biological Opinion to be issued by April 2017.
2. Collaborative Delta Science Engagement Process for developing the Adaptive Management Framework as part of the California WaterFix.
3. Delta Smelt Resiliency Strategy, including acquiring up to 250,000 acre-feet/year of water for Delta outflow.
4. Re-initiation of Consultation under the Endangered Species Act on Coordinated Long-Term Operations of the Central Valley Project and State Water Project.
5. Active Engagement in Development of Voluntary Agreements for Flow Requirements and Coordination on Flows with ESA Requirements.
6. Winter-run Chinook "Species in the Spotlight" Action Plan, focusing on five key actions to be taken by 2020 to accelerate recovery. Actions include, among others, improving management of Shasta reservoir cold water storage, restoring and providing access to Battle Creek Habitat, and managing winter and early spring Delta conditions to improve juvenile survival.

CPUC Finalizes Time-of-Use Proceeding

The California Public Utilities Commission (CPUC) has adopted policy guidelines to assess time periods for future time-of-use rates. While the decision does not adopt specific time-of-use rates, the guidelines adopted will help shape the periods that Southern California Edison (SCE) and others will adopt. SCE's proposal is to shift the peak period to 4:00 PM to 9:00 PM. Parties will begin discussions on this proposal in the coming months as SCE moves through its General Rate Case process.

The shift in the peak period is very concerning for customers who use the net-energy metering program for distributed generation. Changing the peak period to a time when the sun isn't shining brightly could significantly change the economics of solar projects. The CPUC addressed this concern by allowing customers with projects interconnected before July 31, 2017

to stay in the existing time-of-use schedule for ten years. While this will still change the economics of a project after ten years, the CPUC believes that ten years will allow those who invested in solar energy to recoup their investment before the periods change.

Assembly Committee Assignments Announced

Assembly Speaker Anthony Rendon recently announced committee assignments. Unlike the Senate Natural Resources and Water Committee, the Assembly Water, Parks and Wildlife committee, chaired by Eduardo Garcia (D- Coachella), is comprised of a well-balanced group of Legislators from all regions of the state. Committee assignments are as follows:

Eloise Reyes (D- Fontana)

Appropriations
Judiciary
Labor and Employment
Privacy and Consumer Protection
Utilities and Energy
Legislative Ethics, Chair

Phillip Chen (R- Chino Hills)

Banking and Finance, Vice Chair
Environmental Safety and Toxic Materials
Revenue and Taxation
Rules
Utilities and Energy

Mark Steinorth (R- Rancho Cucamonga)

Banking and Finance
Business and Professions
Housing and Community Development, Vice Chair
Jobs, Economic Development, and the Economy

Chris Holden (D- Upland)

Business and Professions
Communications and Conveyance
Environmental Safety and Toxic Materials
Judiciary
Utilities and Energy, Chair

Freddie Rodriguez (D- Chino, Ontario, Montclair)

Communications and Conveyance
Health
Jobs, Economic Development, and the Economy
Public Employees, Retirement and Social Security, Chair
Joint Legislative Committee on Emergency Management, Vice Chair

SWP Allocation Estimate Increased to 60%

With the recent deluge of precipitation, the Department of Water Resources recently announced an increase in its estimate of 2017's State Water Project (SWP) allocation to 60%, up from the initial estimate of 20%. Metropolitan Water District of Southern California is expected to get 1.15 of its requested 1.9 million acre feet in 2017.

Last year's initial allocation of 10% was raised to 60% by the time it was finalized in May.

DWR also announced that they anticipate Article 21 water will become available in 2017. The storage levels in San Luis Reservoir are the final determining factor for DWR. Article 21 water has not been available since 2011 and does not count against SWP allocations.

Governor Proposes 2017-18 State Budget

Governor Brown released his proposed 2017-18 state budget on January 10. Fear of impending economic downturn and a Republican controlled Washington D.C., the Governor presented a \$177.1 billion proposed budget, assuming the state will take in billions less than previously estimated.

The budget emphasizes "making conservation a way of life" and appropriates \$248 million from Proposition 1 for Integrated Regional Water Management. In addition, the Governor proposed to allocate \$2.1 billion from the Greenhouse Gas Reduction Fund, including waste diversion projects at Cal Recycle. This year, there is a short-lived climate pollutants section that includes not only waste diversion, but black carbon woodsmoke and dairy digesters into one \$95 million category. The Legislature will work to allocate funds within that category.

While the allocations from GGRF are a positive step, Governor Brown did stipulate that the funds would not be expended until the Legislature approved extending the cap-and-trade program beyond 2020 by a two-thirds vote.

Cap and Trade Argued in Appeals Court

The case that could determine the future of the state's cap-and-trade program moved closer to resolution. Attorneys for both sides argued in front of the state appeals court recently. At issue is if the program is considered a tax or a fee. If the court ultimately decides it is a tax, the program would be invalid because it was not approved by a two-thirds vote of the legislature.

A decision is expected from the appeals court within 90 days. The decision is expected to be appealed to the California Supreme Court by whichever party the ruling goes against. The Governor does not want to risk or wait for the final decision from the Supreme Court and is asking the Legislature to approve the program by a two-thirds vote this year. If they do so, the legal case would no longer be needed.

Statutory or legal approval of the program is critical to the Governor's climate change plans. Revenue from the Greenhouse Gas Reduction Fund (GGRF) is earmarked for several of the Governor's legacy projects including the high-speed rail. The legal uncertainty of the program has caused led to lackluster allowance auctions, which has left the GGRF fund significantly

lower than projected. As discussed above, the Governor is not waiting for a prolonged legal battle at the State Supreme Court, and is pushing for authorization from the Legislature.

Legislative Update

The Legislature returned to Sacramento in January and began working on legislation for 2017. There has been a slow trickle of bills introduced thus far, as legislators have until February 17 to introduce bills. A high-volume of introductions is expected to start the week of February 13.

In the mean-time, there are many conversations about planned bill introductions. Specifically, another attempt at reforming Proposition 218 has been discussed. There will be a two-part legislative effort on rate reform for stormwater, conservation based rates and lifeline rates. The California Water Foundation will introduce a majority-vote bill aimed at rate basing stormwater capture. A separate effort is underway on a Constitutional amendment to authorize conservation-based rates and lifeline rates. This effort would require a super majority, or two-thirds, vote and voter approval.

Additionally, the WaterReuse effort to streamline the definitions of categories for recycled water are moving along. WaterReuse has a first draft of their legislation into Legislative's Council and will be looking for an author in the coming weeks.

One of the most anticipated packages of legislation concerns long-term water efficiency standards. As the State Water Resources Control Board moves through its process to establish permanent efficiency standards, there will be an effort to codify efficiency standards and policies into state law. While nothing has been introduced, there is draft legislation on conservation and efficiency standards circulating around Sacramento, all indications suggest that the administration will work on legislation later in the session.

Finally, the ongoing effort by the California Independent System Operator (CAISO) to gain statutory authorization to start the formation of a regional grid is still floundering. All indications suggest that the administration is very supportive of the idea, but there has been no public document outlining the governance structure and other details of a proposed regional grid. With the departure of Martha Guzman to the California Public Utilities Commission, and Chief Consultant Sue Kateley from the Assembly Utilities and Energy Committee, there is a leadership void at the moment. Stakeholders are waiting for a proposal so that the process input and revisions can begin.

INFORMATION
ITEM

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Agricultural Resources

635 Maryland Avenue, N.E.
Washington, D.C. 20002-5811
(202) 546-5115
dweiman@agriculturalresources.org

January 27, 2017

Legislative Report

TO: Joe Grindstaff
General Manager, Inland Empire Utility Agency

FR: David M. Weiman
Agricultural Resources
LEGISLATIVE REPRESENTATIVE, IEUA

SU: Legislative Report, January 2017

State of Affairs

- * New Year.
- * New Congress.
- * New President.
- * Inauguration.
- * New Cabinet.
- * Transition.

House and Senate Leaders Elected – Only One Change, Schumer to Lead Senate

- * 115th Congress convened.
- * Leaders in both parties and in both the House and Senate were elected.
- * In the House, Speaker Ryan was reelected and Rep. Nancy Pelosi was reelected by the Democratic Caucus as Minority Leader.
- * In the Senate, Senator McConnell remains Majority Leader and Sen. Chuck Schumer (D-NY) became Democratic Leader, replacing the retiring Sen. Harry Reid (D-NV).

Trump Begins To Staff his Administration, Selected and Nominated Cabinet Officials

- * Key WH positions named.
- * Beginning in November-December and extending into January, Trump picked his Cabinet.
- * The VA and USDA picks – last of the Cabinet selections – were made in January.

Inauguration – Trump Sworn in as 45th President

- * On January 20, 2017, Trump was sworn in as President of the United States in a public ceremony held on the West Front of the US Capitol.

Trump Landing Teams Began Arriving at Departments and Agencies

- * Shortly after noon on the 20th, as Trump was sworn in, designated “Landing Teams” arrived at Departments and Agencies and formally assumed the responsibilities for managing government.
- * In some cases, the Landing Teams were quite small. With each passing day, more and more individuals arrived and were assigned throughout their respective department and/or agencies.
- * Throughout the Federal Government, this occurred peacefully and without incident.
- * The Trump teams are still sparse, but that will change dramatically over the next 30-60-90 days.

Senate Confirmation Hearings Underway

- * The Constitution requires that the US Senate “advise and consent” to nominations selected.
- * Immediately after being sworn, and while still at the US Capitol, President Trump signed the formal nomination papers for his proposed cabinet (those made to that date).
- * With nominations now formally before the US Senate, the various committees began confirmation hearings.
- * As January comes to a close, two Cabinet Members have been confirmed. Others are pending.

Interior – President Nominates Rep. Ryan Zinke to Serve As Secretary of the Interior

- * Last month, I reported that the President selected Zinke to serve as Interior Secretary.
- * The Senate Energy Committee held a confirmation hearing in January.

- * Zinke did well and was well received by the entire Panel.
- * The Energy Committee has scheduled a vote on the confirmation for January 31. The nomination is expected to be approved easily.
- * Nomination will be immediately considered by the full Senate. Confirmation by the entire Senate is expected to be finalized within the first few days of February.
- * Zinke's nomination is expected to be approved with a strong bi-partisan vote.
- * One observation regarding the Committee's four-hour confirmation hearing – public lands, climate disruption, oil and gas development on public lands and other similar issues dominated the discussion. Noticeably absent – issues, questions and/or comments about water (or even drought).

Infrastructure

- * Trump declared that a key domestic initiative would be a \$1 TRILLION infrastructure proposal.
- * In broad concept, this initiative has been received well on a bi-partisan basis.
- * In late January, the new Administration released a list of 50 projects.
- * With 24 hours, the Governors released a list of 300 projects.
- * Senate Dems also released a proposal (the centerpiece of which is the use of existing authorized programs).
- * Anticipate that Washington will be flooded with lists, projects and proposals in the coming days and weeks.
- * Key question – not yet answered, how to fund – how to finance?
- * Trump envisions the use of tax credits (if that is to be accomplished then the deductibility of muni bonds must be maintained).
- * If, for instance, a Trillion Dollar Plan directed a mere \$1 Billion to Title XVI, California could produce approximately 1 MAF in new “wet” water annually, blunting future drought conditions throughout the State, relieve pressure on the Delta and accomplish these objectives without “taking” water from another user or purpose.
- * Whatever occurs, legislatively or administratively, it is not expected to take place until later in 2017.

- * ACWA, MWD and DC based water reps for California and other states are actively discussing and tracking the issue.

Tax Reform – Muni Bonds Still At Risk

- * Tax reform is expected to be acted upon quickly (though target dates for action keep shifting).
- * Deductibility of Muni Bonds remain “at high risk.”
- * For public agencies – this is financially critical.
- * Speaker Ryan announced, in late January, that he expected to act on tax reform in the first 200 days – presumably by the August recess.
- * If public agencies are to have any kind of meaningful access or be expected to participate in an infrastructure initiative, then muni bonds are essential – and their deductibility must be assured.
- * House Ways and Means Committee has not released a bill yet. Timing for the introduction of a bill remains unclear at this time.

Drought – Water Conditions

- * The NOAA-USDA-University of Nebraska Drought Monitor picture of California looks a whole lot different in January 2017 than it has for the past half decade.
- * Drought conditions are gone in Northern California and substantially reduced in intensity for Southern California.
- * A wave of storms slammed California and the Sierras throughout the month. The snowpack is strong (although the water content is relatively low).
- * DWR monthly water surveys and reservoir conditions reflect the same.
- * Water allocations to water users are increasing – especially meaningful to south of the Delta water users in the San Joaquin Valley and State Water Contractors in Southern California.
- * Amidst all this, California is experiencing the unthinkable – droughts AND flooding, both at the same time.
- * To be sure, strong snow and rain, drought is NOT over. A single wet Winter does not eliminate the drought (numerous commentators and experts are making this point throughout the state). And weather for February and March remain uncertain.

* As for Lake Mead and the Colorado River – news is NOT as encouraging. As of today, Lake Mead is still expected to drop later this year.

Final note. Congressional and Senate Committees are only beginning to organize. The process is underway and will accelerate in February. Congress is now waiting for the Trump Administration to submit its budget priorities and are braced for significant cuts in numerous programs.

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CALIFORNIA STRATEGIES, LLC

Date: January 26, 2017
To: Inland Empire Utilities Agency
From: John Withers, Jim Brulte
Re: January Activity Report

California Strategies is honored to provide consulting services to the Inland Empire Utilities Agency. In addition to our regular monthly meeting with the Senior Staff of the Agency, we continue to be available to members of the Senior Staff and Board Members throughout the year to deliver advice, answer questions or provide services consistent with the mission of IEUA. Here is our monthly activity report:

- Participated in our monthly meeting with the Senior Staff of the Agency
- Briefed the Senior Staff on anticipated unannounced upcoming staff changes at local government entities in IEUA service territory
- Discussed the recent Board elections and the issue of automatic rotation of Board officers
- Discussed IEUA 2017 Goals and Objectives and ways that California Strategies can assist the Agency with the accomplishment of those goals.
- Participated in a continuation of previous discussion related to State Finances and Processes
- Discussed the Regional Contract and the phasing of contacts with local stakeholders
- Discussed and made recommendations related to the creation of a Water Bank JPA with the City of Ontario, Monte Vista Water District and Cucamonga Valley Water District
- And at least one Board member contacted both John Withers and Jim Brulte to solicit advice.

**INFORMATION
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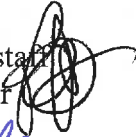

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Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations and Water Resources Committee (02/08/2017)

From: P. Joseph Grindstaff
General Manager 
Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Submitted by: Sylvie Lee 
Manager of Planning & Environmental Resources

Subject: Regional Pretreatment Program Local Limits Update

RECOMMENDATION

This is an information item on the Regional Pretreatment Program Local Limits Update for the Board of Directors to receive and file.

BACKGROUND

Inland Empire Utilities Agency's (IEUA) Regional Pretreatment Program is designed to protect the regional water recycling plants, personnel, effluent and sludge from pass-through or interference from pollutants discharged by Significant Industrial Users (SIUs). The pretreatment program includes certain required elements, including a system of administering a control mechanism (wastewater discharge permit), legal authority (ordinance), and local limits (permit discharge limits).

Local limits are site specific discharge limits to regulate SIUs developed per 40 CFR 403.5 (c) and 403.8 (f)(4). SIUs are defined as those businesses subject to federal categorical pretreatment regulations or industries that discharge a volume greater than 25,000 gallons per day or excessive loading defined in specific numeric terms by federal regulations. IEUA's Regional Pretreatment Program is required to regulate SIUs or any industry that has the potential to upset the regional water recycling plants. All other residential, commercial, non-permitted industrial dischargers or pollutant sources are considered background level and uncontrolled sources when developing local limits.

IEUA's current local limits for the Regional Pretreatment Program were adopted in 2006. In 2013, the Regional Water Quality Control Board (RWQCB) required IEUA to reevaluate its local limits

based on the results of a Pretreatment Compliance Audit. This requirement was made based on findings that the IEUA had not reevaluated its local limits in several years. Additionally, changes in the NPDES permit limits, groundwater recharge regulations, improvements in the regional pretreatment program, reduction in permitted industries, and enhancement of the treatment processes at the IEUA's regional water recycling plants also justified the need to reevaluate the local limits.

On May 21, 2014, IEUA retained Arcadis U.S. Inc. to provide consulting services to reevaluate and develop logical, technically based and defensible local limits that would be effective, enforceable, and applicable to all SIUs within the IEUA's service area.

The local limits evaluation process involves calculating the pollutant loading that can be received at each of the water recycling plant headworks, without exceeding specified criteria, such as NPDES permit limits, and then allocating the loading among controllable sources (SIUs) and uncontrollable sources (residential, commercial, and non-permitted industries).

The development of local limits involves the following steps:

- Identify potential pollutants of concern (POCs)
- Analyze historical wastewater and flow data
- Calculate maximum allowable headworks loadings (MAHLs) for each potential POC
- Perform sensitivity analyses to refine potential POCs
- Calculate allowable SIU loadings and determine allocation strategies for each POC

Based on the screening criteria above, data evaluation, and EPA guidance documents the consultant determined there were 29 potential POCs.

Table 1 summarizes the POCs, current local limits, and proposed local limits after completion of the sensitivity analyses. For those POCs where a local limit is not recommended, pollutant monitoring will be conducted as part of the pretreatment compliance monitoring program.

In April 2015, the draft local limits report was distributed to the Regional Pretreatment Committee members for review and comment. The comments received from the committee members were incorporated into the final report in June 2015.

In August 2015, IEUA submitted its local limits report to the RWQCB. Subsequently, in September 2015, IEUA received its draft NPDES permit from the RWQCB which included new limits for 2,3,7,8-TCDD (Dioxin). As a thorough review of Dioxin was not originally included in the local limits study, IEUA requested the RWQCB delay its review of the local limits report until IEUA could conduct a thorough evaluation for Dioxin including sampling and source identification. IEUA has completed this evaluation and determined that Dioxin will not need to be assigned a local limit. IEUA also incorporated additional treatment plant and industry monitoring data from January 2015 through October 2016 to account for any impact from recent monitoring data on the limits proposed in 2015. The 2016 updates are incorporated in Table 1 below.

Additionally, the RWQCB has raised concerns with IEUA using fixed Total Dissolved Solids (TDS), for compliance determination. It is the opinion of the RWQCB that fixed TDS may underestimate the TDS concentration in discharges from SIUs with organic TDS in their wastewater. As part of the local limits submittal, IEUA will be proposing that the method for determining compliance for TDS at food processing industries be changed to TDS by summation.

IEUA will be submitting the local limits report to the RWQCB in February 2017 as required by 40 CFR 403.18. When the proposed local limits are approved by the RWQCB, staff will recommend IEUA's Board adopt a Notice of Intent to revise the local limits and set a public hearing for adoption of the local limits. Anticipated timeline for adoption is September 2017.

Table 1: Current Local Limits vs. Proposed Local Limits

POCs	Current Limit (mg/L)	2015 Proposed Limit (mg/L)	2017 Proposed Limit (mg/L)	Comments
Cadmium	2.8	--	--	Background, RP-1 influent, and CCWRF influent all non-detect; monitor via IEUA monitoring program
Chromium	60	2.79	2.46	Daily max; Based on CCWRF UCL
Copper	45	2.29	0.37	Daily max; Based on CCWRF UCL
Cyanide (free)	1.2	--	--	Monitor via IEUA monitoring program
Dioxin	--	--	--	Monitor via IEUA monitoring program
Lead	14	1.38	1.21	Daily max; Based on CCWRF CFL (applied to contributory SIUs, Net Shapes and Envision Plastics); set alert level of 0.02 mg/L for other SIUs
Nickel	45	12.5	4.48	Daily max; Based on CCWRF CFL (applied to contributory SIUs, Evolution Fresh, Inland Powder, Jewlland-Freya, Net Shapes, OW Lee, Parco, Schlosser Forge, Sun Badge, and Envision Plastics); set alert level of 0.19 mg/L for other SIUs
Selenium	--	--	--	Monitor via IEUA monitoring program; work with Sun Badge to assess BMPs
Zinc	50	3.74	3.36	Daily max; Based on CCWRF UCL
Bis(2-Ethylhexyl) phthalate	--	--	--	Monitor via IEUA monitoring program
Chloride	--	--	--	Monitor via IEUA monitoring program
Hardness	--	--	--	Monitor via IEUA monitoring program
Manganese	--	--	--	Monitor via IEUA monitoring program
Sodium	--	--	--	Monitor via IEUA monitoring program
Sulfate	--	--	--	Monitor via IEUA monitoring program
TDS	800/550*	800/550*	800/550*	Monthly average and measured as TDS (by summation) ¹

Notes: mg/L = milligrams per liter; * = TDS limits for existing SIUs and new SIUs

1. TDS by summation shall calculated as follows: (Alkalinity * 0.6) + Na + K + Ca + Mg + Cl + SO₄ + Silica + (NO₃-N * 4.43) + F

The Regional Pretreatment Program Local Limits are consistent with IEUA's business goal of *Environmental Stewardship* by complying with all federal, state, local and environmental laws and regulations.

PRIOR BOARD ACTION

On May 21, 2014, IEUA's Board of Directors approved consulting services contract award to Arcadis for the Regional Pretreatment Program Local Limits Study.

On November 15, 2006, IEUA's Board of Directors adopted Resolution 2006-11-4 establishing Uniform Local Limits applicable to SIUs.

IMPACT ON BUDGET

None.

Regional Pretreatment Program Local Limits Update



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Craig Proctor

IEUA Board of Directors Meeting
February 2017

Why Reevaluate Local Limits

- Pretreatment program requirement
- Current local limits adopted in 2006
- EPA pretreatment program audit requirement
- Local limits revision needed due to changes in:
 - Pretreatment program
 - NPDES permit regulations
 - Groundwater recharge regulations

Local Limits Objectives

- Protect the regional water recycling plants and beneficial reuse
- Technically based/defensible
- Supplement federal categorical limits & ordinance prohibitions
- Minimize impact on industrial users
- Easy to administer

Local Limits Development Process

- Identified 29 Pollutants of Concern (POC)
- Analyze Data
- Calculate maximum loadings for POC entering treatment plants
- Allowance for safety and growth
- Refine POC & calculate limit for industries

Proposed Local Limits

POCs	Current Limit (mg/L)	Proposed Limit 2015 (mg/L)	Proposed Limit 2017 (mg/L)
Cadmium	2.8	---	---
Chromium	60	2.79	2.46
Copper	45	2.29	0.37
Cyanide (free)	1.2	---	---
Dioxin	---	---	---
Lead	14	1.38	1.21
Nickel	45	12.5	4.48
Zinc	50	3.74	3.36
TDS	800/550*	800/550*	800/550*

*TDS limits for existing and new SIUs. Method will be changed from TDS (fixed) to TDS by summation methodology

Next Steps

- Revised report to RWQCB for comment (February 2017)
- Final Report to Regional Technical Committee (Aug. 2017)
- Public Hearing and Board adoption (Sept. 2017)

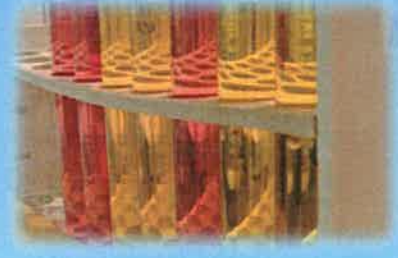
Consistent with the IEUA business goal of *Environmental Stewardship*, by complying with all federal, state, local and environmental laws and regulations.

INFORMATION
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Laboratory Semi-Annual Update

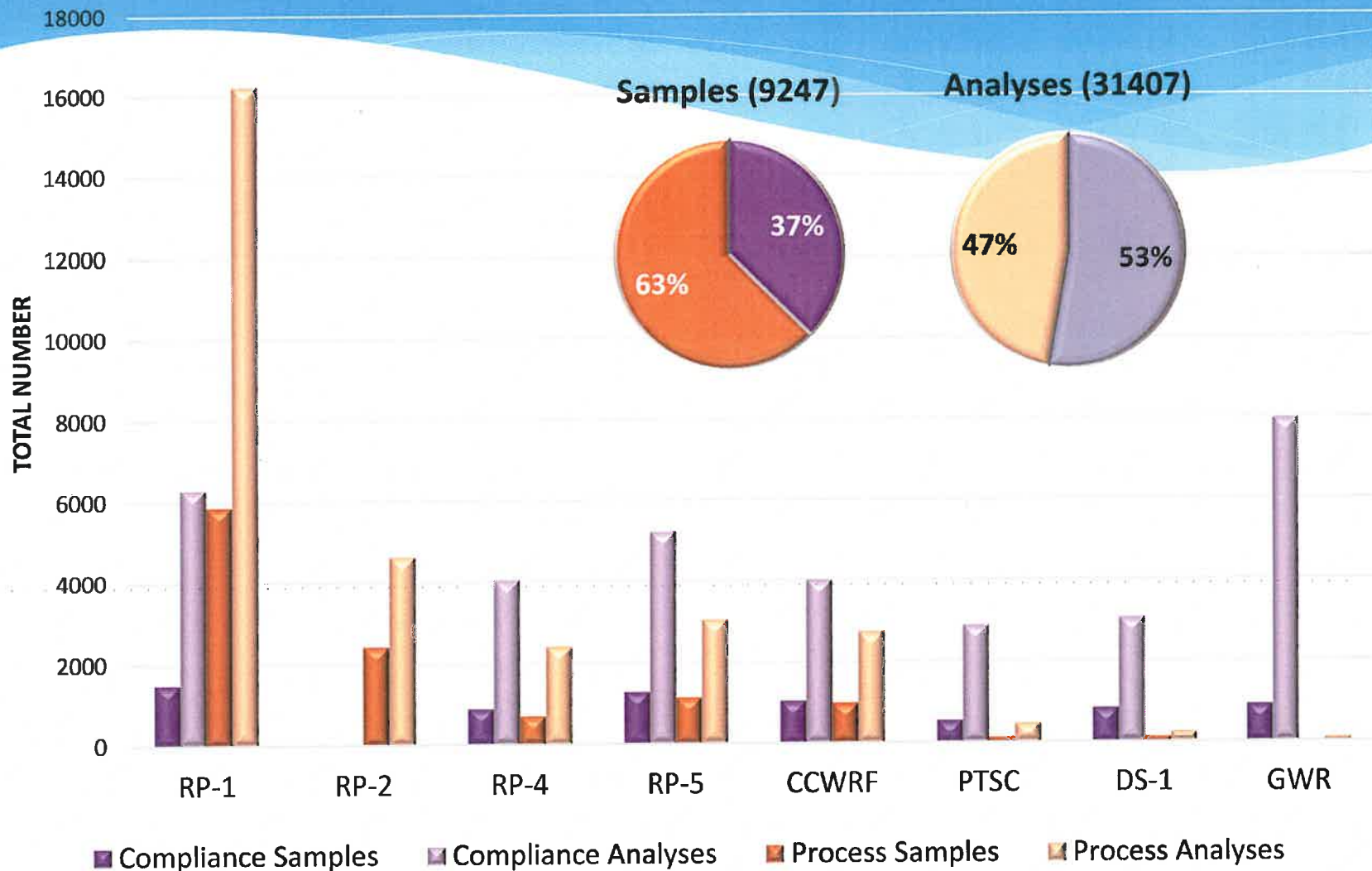
February 2017



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Nel Groenveld
Manager of Laboratories

2016 Sample Summary



Laboratory Certification

■ IEUA Laboratory

- 1 year Interim Certificate issued on November 1, 2016
- 3 parameters + 2 alternate methods added to certification
- Laboratory is certified to perform 43 test methods for 226 parameters on Wastewater and Drinking Water samples

■ Environmental Laboratory Accreditation Program (ELAP) New Regulations

- The NELAC Institute (TNI) standard w/modifications, draft early 2017
NELAC = National Environmental Laboratory Accreditation Conference
- Implementation within 3 years of adoption
- Fee Structure



Customer Service

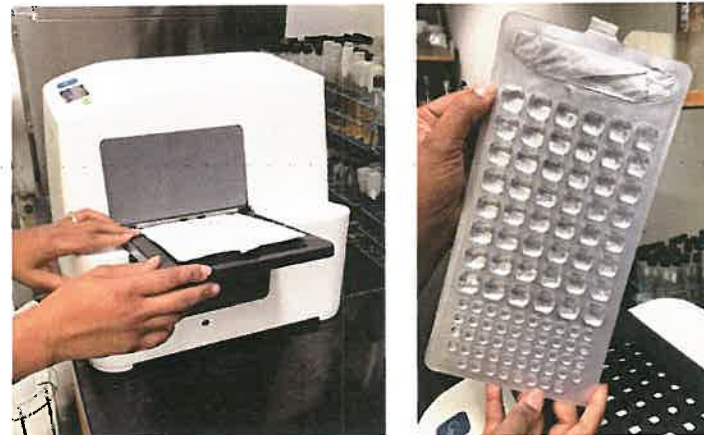
Meeting IEUA Needs

■ FY 16/17 KPIs

Performance Indicator		Goal	Actual
Sample Turnaround Time	Compliance	18 days	16 days
	Process Control	1 day	1 day
Meet sample holding times		99%	>99%

■ External Customers

- City of Rialto – Aquatic Free Cyanide
- SAWPA - TSS



Total Coliform by Colilert

Water Quality Laboratory

Project EN15008



- **Current Laboratory Staff Activities**
 - Responding to RFIs
- **Schedule**
 - Completion: August 2018

INFORMATION
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Agency's Program Funds Review



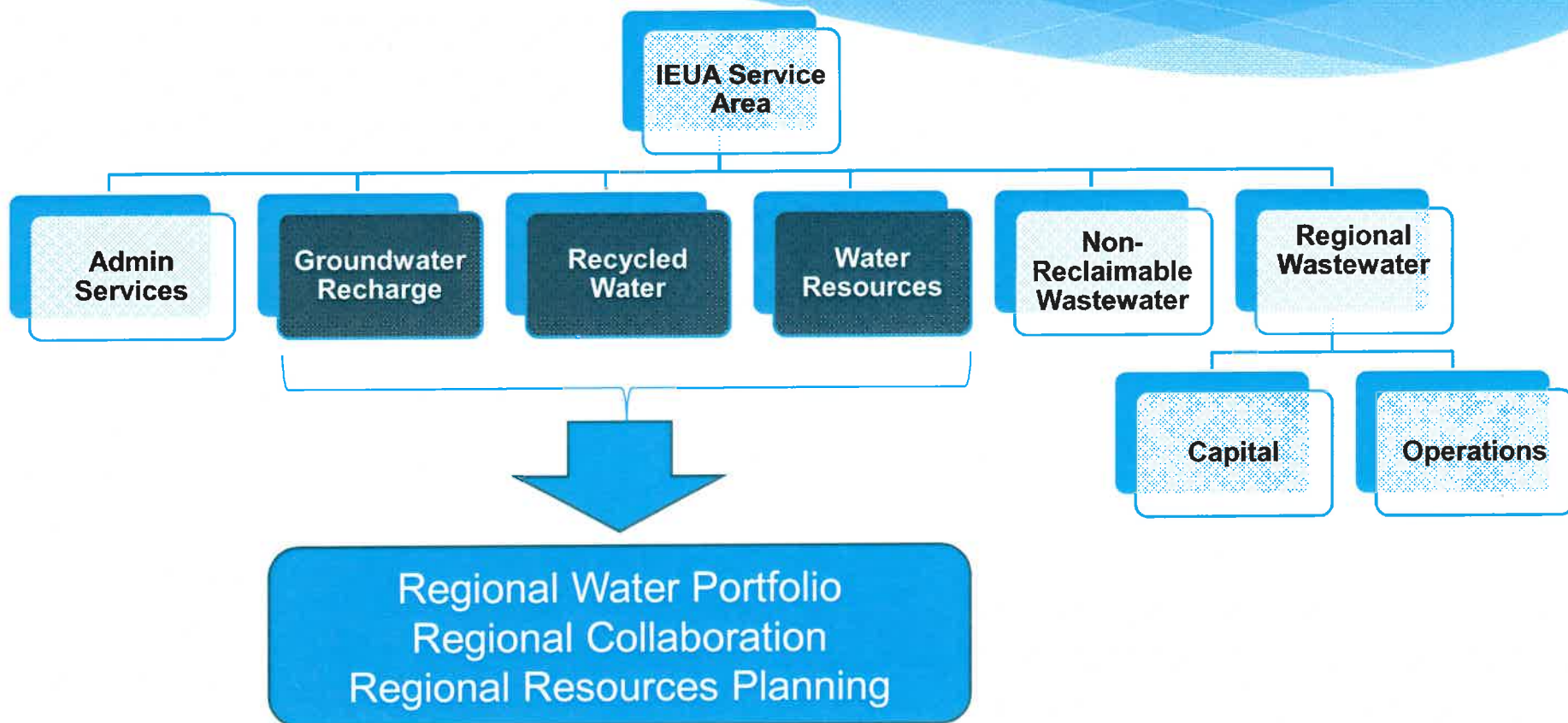
February 2017



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Finance and Accounting

Agency Program Funds



Administrative Services

Agency-wide Costs

Staffing

Benefits

Support
services

Cost
Allocations



Expenses

Employment costs

Purchase of assets

Professional and contract
services

Revenues

Property tax

Contract cost
reimbursements



3



Groundwater Recharge

Recharge Basins (19)

Storm
Water

Recycled
Water

Imported
Water



Chino Basin Water Master
Chino Basin Conservation District
San Bernardino County Flood Control District

Expenses

- Operations & Maintenance (O&M)
- System improvements
- Debt service

Revenues

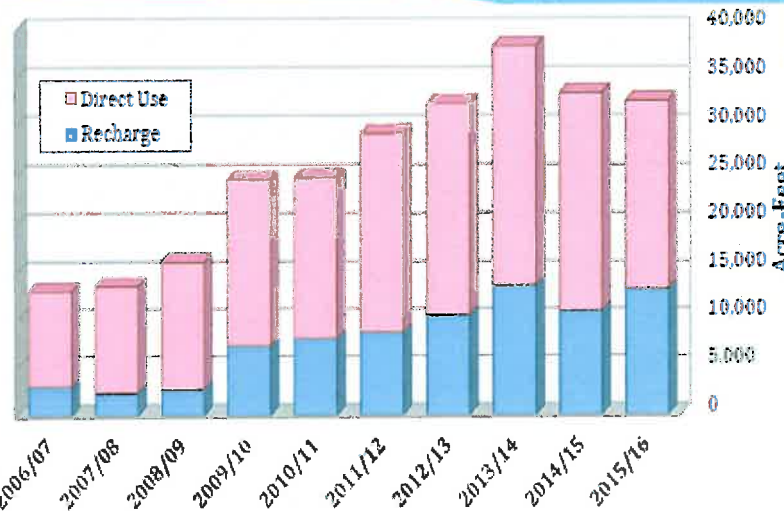
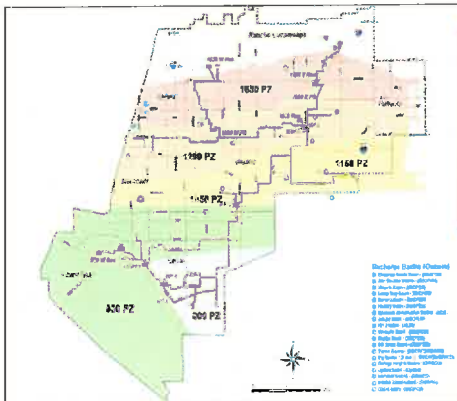
Contributions

- Watermaster
- IEUA
 - Recycled water surcharge
 - Property tax

Recycled Water

Regional Recycled Water Distribution System

Wastewater Recycling Plants



Expenses

- Operations & Maintenance (O&M)
- System improvements
- Debt service

Revenues

- Volumetric Rates
 - Direct Use
 - Groundwater recharge
- Connection fees
- Property tax
- Debt Proceeds/Grants

Contracting Agencies
San Bernardino County
Jurupa Community Service District
Reliant



Water Resources

Kick the Habit
fix all leaks



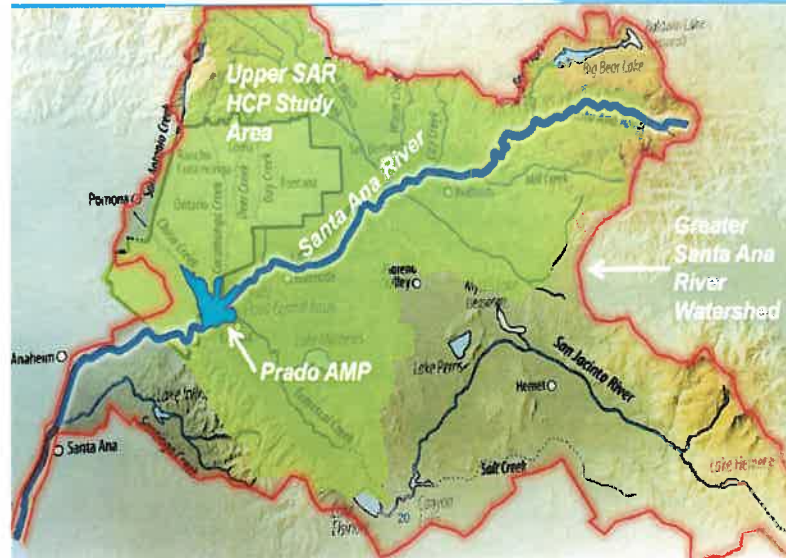
Regional Water Resources

Imported
Water

Water use
efficiency

Water
resources
planning

Water bank



Water Agencies

Chino Basin Conservation District
Eastern Municipal Water District
Orange County Water District
San Bernardino Municipal Water District
Western Municipal Water District

Expenses

- Imported water purchases
- Readiness to serve fee (RTS)
- Water use efficiency projects
- Planning documents
- Santa Ana River Watershed Projects
- Program support

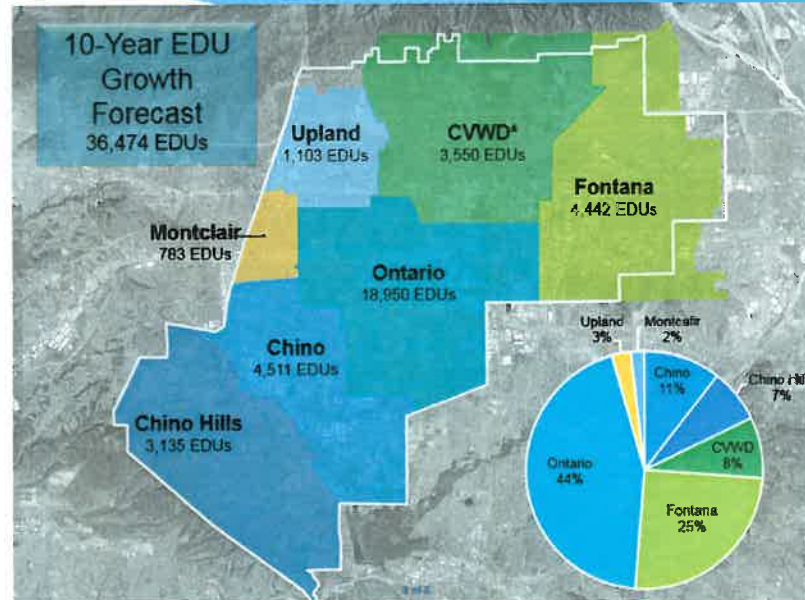
Revenues

- Imported water sales
- RTS pass through
- Meter equivalent charges
- Water connection fees
- Property tax
- Grants/rebates
- Debt Proceeds

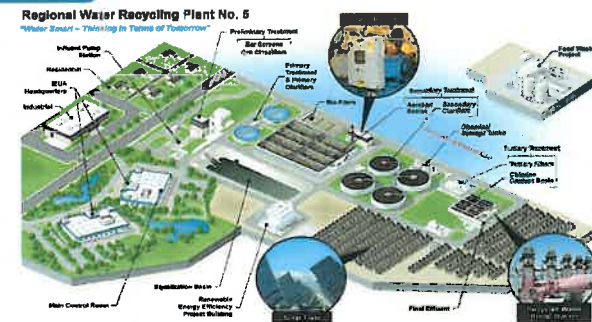
 **Kick the Habit**
don't waste water

Regional Wastewater Capital

Support growth in service area



Contracting Agencies



Expenses

- Capital improvement projects (CIP)
- Debt service
- Program support

Revenues

- Property tax
- Connection fees
- Debt Proceeds/Grants

Regional Wastewater Operations and Maintenance

Wastewater Collection

Wastewater Treatment

Bio Solids Disposal

Renewal Energy

Regional Water Recycling Plants and Facilities



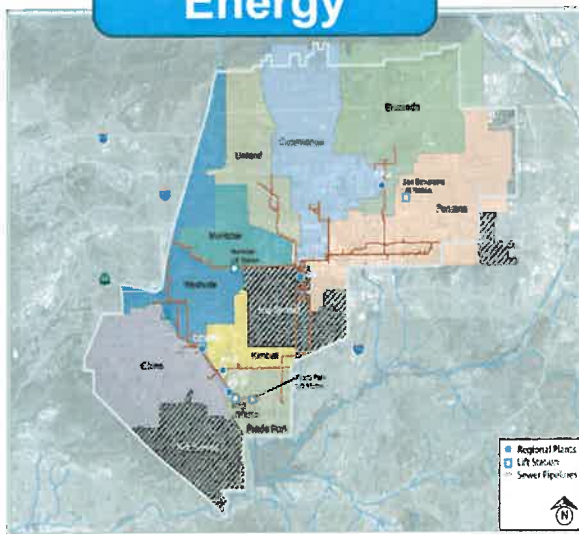
Expenses

- Operations & Maintenance (O&M)
- Rehabilitation & Replacement (R&R)
- Biosolids Disposal

Revenues

- EDU sewer rates
- Property tax
- IERCA Reimbursements
- Debt Proceeds/Grants

Contracting Agencies



Non Reclaimable Wastewater

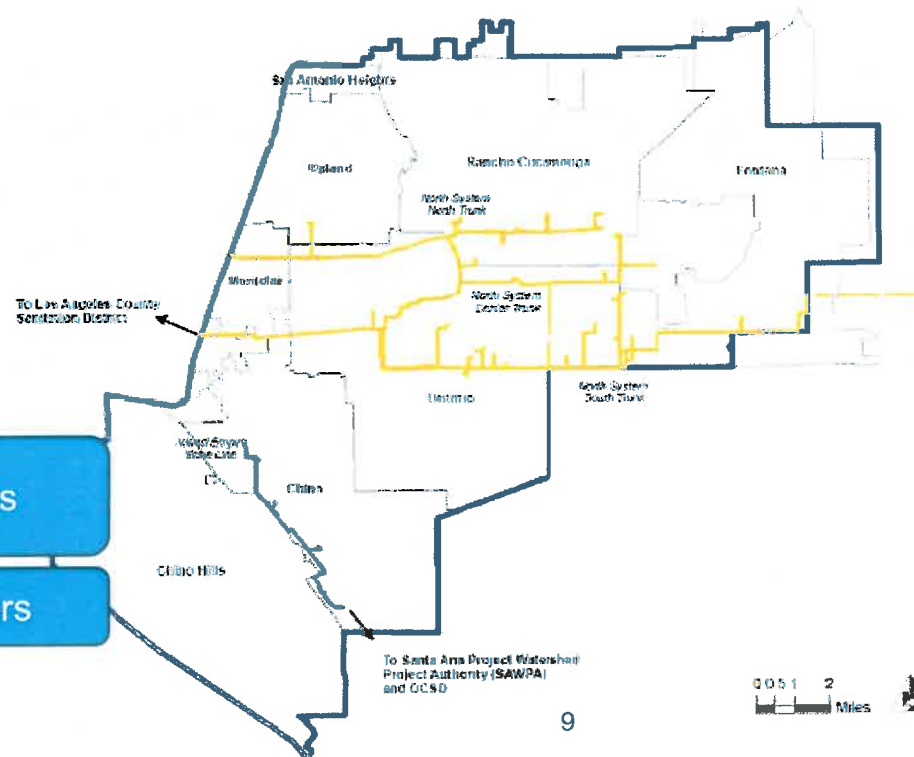
Sanitation District of Los Angeles County – North System
Santa Ana Watershed Project Authority – South System

Exports export high-salinity industrial wastewater for treatment and discharge to the Pacific Ocean

North: 39 customers

South – 15 customers

NON-RECLAIMABLE WASTEWATER SYSTEM AND DISCHARGES



Expenses

- Pass through operating fees
- System improvements
- Debt service
- Program support

Revenues

- Pass through operating revenues
- Capital improvement reimbursement

**INFORMATION
ITEM**

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Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Unfunded Liabilities for Pension and Other Post-Employment Benefits Update

February 2017

This presentation is consistent with the Agency's Business Goal of
Fiscal Responsibility

IEUA Post Employment Benefits



- ❖ Agency employees are promised certain benefits upon retirement from the Agency
 - Pension
 - Health Benefits
- ❖ The Agency sets aside money now to pay for the benefits later
- ❖ Investment income helps pay for part of the benefits

Basic Funding Equation



Why do unfunded liabilities occur?

Overtime, future benefits may outpace funding



- Not meeting minimum contributions
- Investment returns lower than expected

- Change in benefits
- Demographic changes (e.g. retirees living longer)

Who pays for CalPERS pensions?

Average data from 1997-2016

Every dollar paid to CalPERS retirees comes from three sources:

Investment
Income

62¢

Investment Earnings

Contributions

25¢

CalPERS Employers

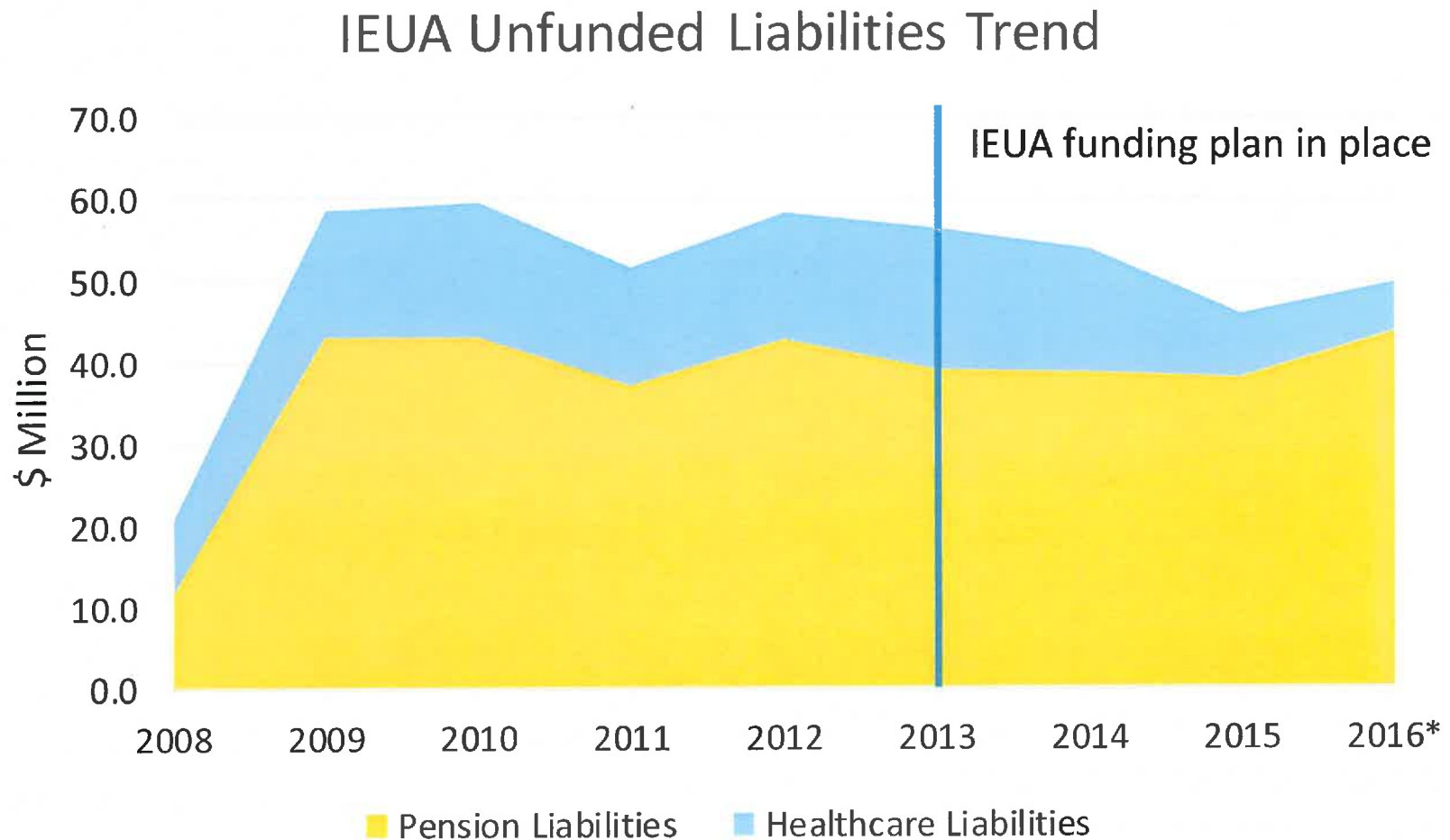
13¢

CalPERS Members



Source: CalPERS income over the last 20 years as of June 2016

IEUA unfunded liabilities trend



* 2016 unfunded liabilities estimated by IEUA

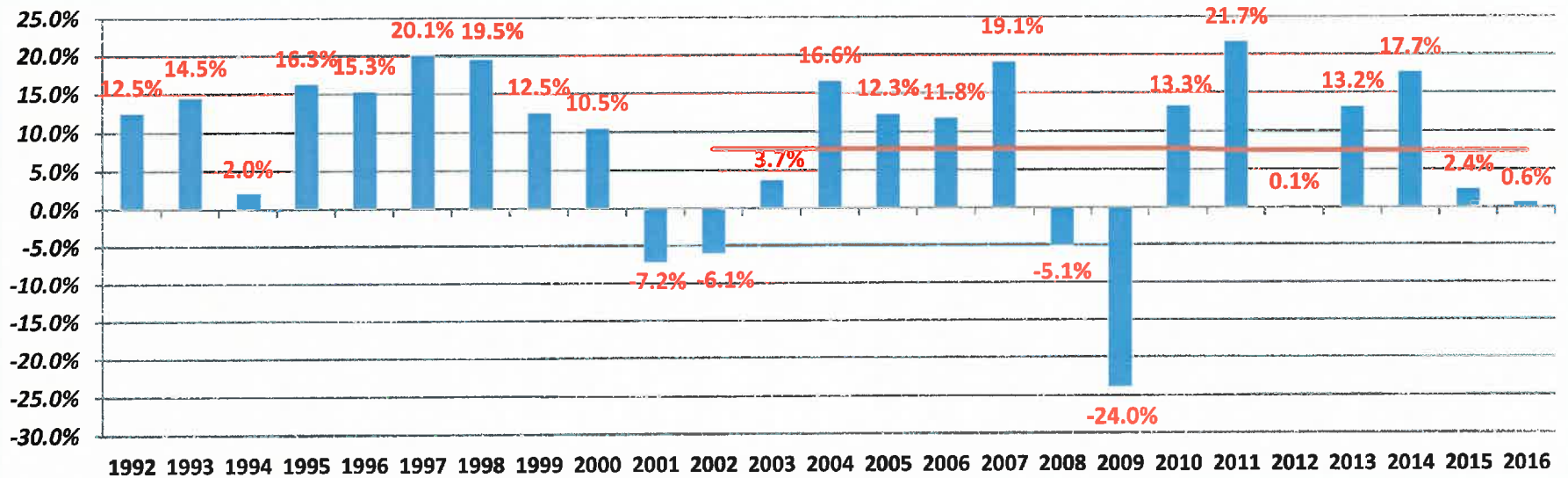
What are we doing to reduce the unfunded liabilities?

The Board approved in 2013 a Funding Plan for Healthcare and Pension unfunded liabilities. This Plan will be reviewed during the Biennial Budget process to incorporate the changes in CalPERS assumptions.

	Fiscal Year	Healthcare	Pension	Annual	Inception to Date	
PAID	2013/14	\$3.50	\$ -	\$3.5	\$3.5	
	2014/15	3.5	4.5	8	11.5	
	2015/16	2.0	4.5	6.5	18.0	
PLANNED	2016/17	2.0	4.5	6.5	24.5	
	2017/18	2.0	4.5	6.5	31.0	
	2018/19	2.0	4.5	6.5	37.5	
	2019/20		4.5	4.5	42.0	
	2020/21		4.5	4.5	46.5	
	2021/22		4.5	4.5	51.0	
	2022/23		4.5	4.5	55.5	
	2023/24		4.5	4.5	60.0	
	TOTAL		\$15	\$45	\$60	

Future is uncertain

❖ Actual CalPERS investment returns



❖ Expected CalPERS return on investments

Valuation date	Fiscal Year for Required Contribution	Expected return on investments
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%
June 30, 2018	2020-21	7.00%

❖ Demographic changes



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

QUESTIONS?

This presentation is consistent with the Agency's business goal of fiscal responsibility


INFORMATION
ITEM


6P


Date: February 15, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (02/08/17)
Finance and Administration Committee (02/08/17)

From: P. Joseph Grindstaff 
General Manager

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

Shaun Stone 
Manager of Engineering

Subject: RP-5 Expansion Design Contract Update

RECOMMENDATION

This is an informational item for the Board of Directors.

BACKGROUND

On January 20, 2016, the Board of Directors approved the consulting engineering services contract award for the RP-1/RP-5 Expansion Preliminary Design Report (PDR) to Parsons Water & Infrastructure Inc. for the not-to-exceed amount of \$2,431,598. Inland Empire Utilities Agency (IEUA) and the Parsons project team promptly began working on the PDR, which has resulted in three Board Workshops conducted in May 2016, October 2016, and February 2017. In addition, the project team has provided updates to the Engineering, Operations, and Biosolids Management Committee in April 2016, August 2016, and November 2016. The PDR has been steadily progressing and it is anticipated that the PDR will be presented to the Board of Directors for approval in March 2017.

Throughout the development of the PDR, Parsons has performed extremely well in meeting project milestones and has created a cohesive project team including IEUA, Parsons, and Brown & Caldwell staff. The Parsons project team has worked diligently to complete the PDR in an extremely tight schedule of 14 months to ensure the project can continue through design, construction, and full operational start-up before the completion of the raising of the Prado Dam Spillway in 2023. They have conducted multiple staff workshops and compiled three different series of technical memoranda packages as part of the creation of the PDR, always meeting or exceeding staff's expectations. Additionally, Parsons has maintained the contract budget for the

project only requiring two minor contract amendments amounting to a total of \$55,989 for additional work requested by IEUA.

During the contract award of the PDR, staff discussed with the Board of Directors the intention of amending Parsons’ contract to complete the RP-5 Expansion design, if Parsons performed well as the design consultant for the PDR. As noted, Parsons has performed extremely well in the development of the PDR and has been an outstanding partner on this challenging project. Therefore, staff believes that it is in the best interest of IEUA to amend the existing contract with Parsons to complete the final design. As a design consultant, Parsons has an intrinsic knowledge of the PDR, an established and committed project team, a successful project history, and does not have to go through a project “learning curve” as another consultant would.

In anticipation for contractual amendments, staff requested the Consultants to provide, as part of their PDR proposal, an order-of-magnitude cost for final design services and for engineering services during construction as a percentage of the total construction cost. Table 1, below, provides the estimates received from the Consultants during the Request for Proposal (RFP) process.

Table 1: Engineering Service Fees as Percentage of Total Construction Cost

Consultant	Final Design Fee	Engineering Services During Construction Fee
Parsons/Brown & Caldwell	5% - 7%	2% - 3%
CH2M/Carollo	6% to 9%	4% - 6%
MWH	7%	3.5%

As the PDR is being finalized, the current total construction cost for the RP-5 Liquids Expansion, Project No. EN19001, and the RP-5 Solids Facility, Project No. EN19006, is approximately \$250,000,000. Based on the percentages provided during the RFP, the final design fee would range from \$12,500,000 to \$17,500,000. Staff anticipates the final design fee will be on the lower range of \$13,000,000 to \$15,000,000.

As part of the final design scope and fee negotiations, staff will be collecting and analyzing the scopes of work and the design costs from the more recent comparable plant expansions in California, which include the Riverside Water Quality Control Plant, Irvine Ranch Water District Michelson Water Recycling Plant, Fresno-Clovis Wastewater Treatment Plant, San Francisco Public Utilities Commission Southeast Treatment Plant, and others as available. This information will be utilized to negotiate with Parsons the scope of work, the level of effort, and the fee to ensure it is fair, equitable, and a good value for IEUA. If the Board of Directors agrees with this approach and allows staff to pursue amending Parsons’ existing contract to complete the final design, the results of this analysis will be included as part of the Board Package for the award of the contract amendment.

Additionally, to remain consistent with the above approach, it is staff’s intention to amend Parsons contract at the conclusion of the final design to include engineering services during construction,

an estimated amendment value of \$5,000,000 to \$7,500,000, contingent upon excellent performance throughout the final design.

The RP-1/RP-5 Expansion PDR and the RP-5 Expansion Project are consistent with the *IEUA's Business Goal of Wastewater Management*, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

PRIOR BOARD ACTION

On January 20, 2016, the Board of Directors approved the consulting engineering services contract award for the RP-1/RP-5 Expansion PDR to Parsons Water & Infrastructure Inc. for the not-to-exceed amount of \$2,431,598.

IMPACT ON BUDGET

The approved TYCIP budgets for Project No. EN19001, RP-5 Liquids Treatment Expansion, and Project No. EN19006, RP-5 Solids Treatment Facility, are \$125,000,000 and \$136,000,000, respectively. With the recommendations provided during the first, second, and third Board Workshops, the total project cost for the RP-5 Liquids Treatment Expansion, Project No. EN19001, is estimated to increase to \$160,000,000. In addition, the total project cost for the RP-5 Solids Treatment Facility, Project No. EN19006, is estimated to increase to \$165,000,000. The project cost will continue to be refined as the PDR progresses to completion.

There are no budget impacts to the current phase of the project.

PJG:CB:SS:jm

RP-5 Expansion Design Contract Update

Project Nos. EN19001 & EN19006

February 15, 2017



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

**Shaun Stone, PE
Manager of Engineering**

Proceeding into RP-5 Expansion Design (Amendment to Parsons Existing Contract)



Amendment Advantages

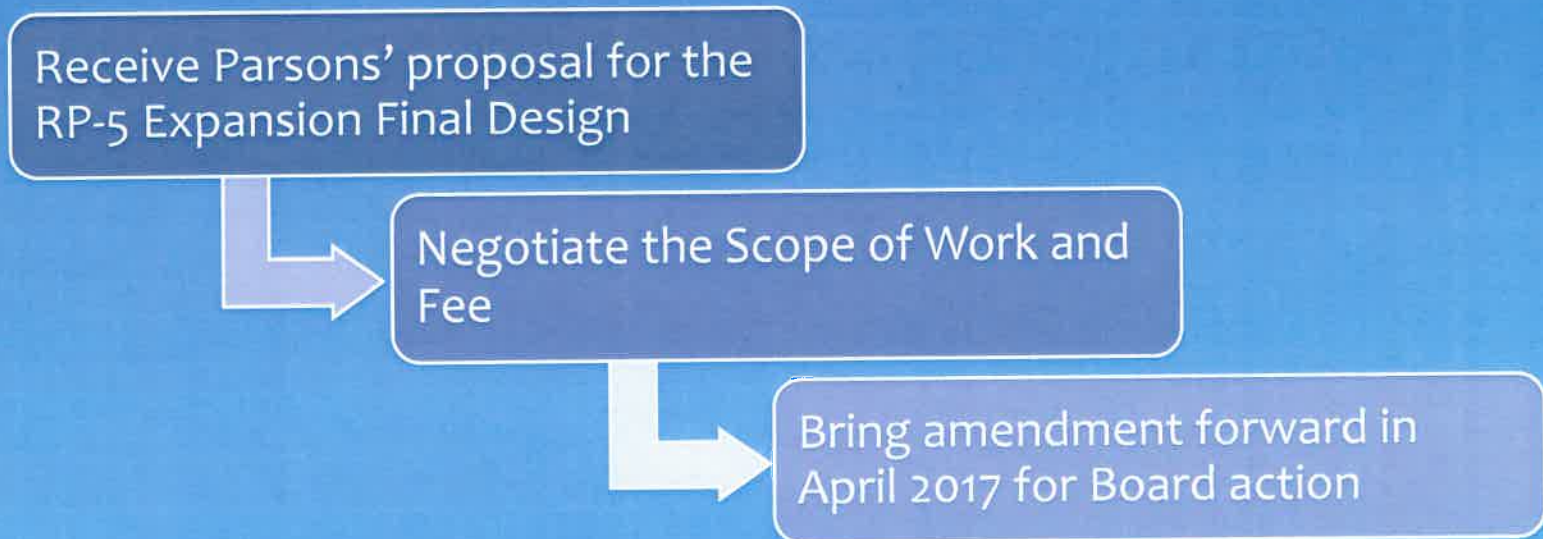
- Consistent with 2015 RFP
- Intrinsic knowledge of PDR
- No “learning curve”
- Maintain project team
- Maintain schedule

Requirements for Amendment

- Finalize PDR & Design Scope of Work
- Negotiate Final Design Fee estimated to be \$13M - \$15M
- Conduct survey of design fees of recent similar projects

Next Steps

Amendment of Parsons' contract to complete the RP-5 Expansion Final Design:



The RP-5 Expansion Project is consistent with the **Agency's Business Goal of Wastewater Management** specifically the Water Quality objective that IEUA will ensure that Agency systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

**AGENCY
REPRESENTATIVES'
REPORTS**

7A



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

REGULAR COMMISSION MEETING TUESDAY, FEBRUARY 7, 2017 – 9:30 A.M.

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (Susan Lien Longville, Chair)
2. ROLL CALL
3. PUBLIC COMMENTS
Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).
4. CONSENT CALENDAR
All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.
 - A. APPROVAL OF MEETING MINUTES: JANUARY 17, 2017
Recommendation: Approve as posted.
5. WORKSHOP DISCUSSION AGENDA
 - A. INLAND EMPIRE BRINE LINE – JANUARY 2017 STORM IMPACTS (CM#2017.15)
Presenter: Carlos Quintero
Recommendation: Receive and file.
 - B. INLAND EMPIRE BRINE LINE REACH V REHABILITATION AND IMPROVEMENT PROJECT – PHASE 1 (CM#2017.16)
Presenter: David Ruhl
Recommendation: Receive and file.
6. NEW BUSINESS
 - A. APPROVAL OF A SECOND MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES FOREST SERVICE (CM#2017.14)
Presenter: Ian Achimore
Recommendation: Authorize the General Manager to enter into a Memorandum of Understanding with the United States Forest Service (Forest Service) to plan and develop projects within the Santa Ana River Watershed.

B. COMMISSIONER COMPENSATION (CM#2017.17)

Presenter: Larry McKenney

Recommendation: Direct staff to set a public hearing at the next Commission meeting to consider a proposed updated ordinance authorizing the increase in the amount of compensation paid to Commissioners, to supersede Ordinance 1997-2; a proposed new policy on Commissioner Compensation; and a proposed amendment to the 1975 Joint Powers Agreement regarding Commissioner compensation.

C. NOMINATION OF KATHLEEN J. TIEGS TO THE ACWA JPIA EXECUTIVE COMMITTEE (CM#2017.18)

Presenter: Celeste Cantú

Recommendation: Consider adopting Resolution No. 2017-02 concurring in the nomination of Kathleen J. Tiegs to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority ("ACWA JPIA").

D. RESOLUTION OF COMMENDATION TO STATE WATER BOARD VICE CHAIR FRAN SPIVY-WEBER

Presenter: Celeste Cantú

Recommendation: Adopt Resolution No. 2017-03 honoring Frances Spivy-Weber for dedicated service to the State Water Resources Control Board.

E. RESOLUTION SUPPORTING CALIFORNIA WATER FIX AND ECO RESTORE (CM#2017.19)

Presenter: Larry McKenney

Recommendation: Adopt Resolution No. 2017-04 supporting the preferred alternative of the California Water Fix and California Eco Restore.

7. INFORMATIONAL REPORTS

Recommendation: Receive and file the following oral/written reports/updates.

A. CHAIR'S COMMENTS/REPORT

B. COMMISSIONERS' COMMENTS

C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

9. ADJOURNMENT

PLEASE NOTE:

Americans with Disabilities Act: Meeting rooms are wheelchair accessible. If you require any special disability related accommodations to participate in this meeting, please contact (951) 354-4220 or kberry@sawpa.org. 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, February 1, 2017, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA's office at 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2017 SAWPA Commission Meetings | Events

First and Third Tuesday of the Month; unless otherwise noticed,
all Commission Workshops/Meetings begin at 9:30 a.m. and are held at SAWPA.)

<p>January 1/3/17 Commission Workshop 1/10/17 Special Commission Meeting 1/17/17 Regular Commission Meeting</p>	<p>February 2/7/17 Commission Workshop 2/21/17 Regular Commission Meeting</p>
<p>March 3/7/17 Commission Workshop 3/21/17 Regular Commission Meeting</p>	<p>April 4/4/17 Commission Workshop 4/18/17 Regular Commission Meeting</p>
<p>May 5/2/17 Commission Workshop 5/9 – 5/12 ACWA Spring Conference, Monterey 5/16/17 Regular Commission Meeting 5/25/17 OWOW Conference [Ontario Convention Cntr]</p>	<p>June 6/6/17 Commission Workshop 6/20/17 Regular Commission Meeting</p>
<p>July 7/4/17 No Meeting (Independence Day) 7/18/17 Regular Commission Meeting</p>	<p>August 8/1/17 Commission Workshop 8/15/17 Regular Commission Meeting</p>
<p>September 9/5/17 Commission Workshop 9/19/17 Regular Commission Meeting</p>	<p>October 10/3/17 Commission Workshop 10/17/17 Regular Commission Meeting</p>
<p>November 11/7/17 Commission Workshop 11/21/17 Regular Commission Meeting 11/28 – 12/1 ACWA Fall Conference, Anaheim</p>	<p>December 12/5/17 Commission Workshop 12/19/17 Regular Commission Meeting</p>

**AGENCY
REPRESENTATIVES'
REPORTS**

7B



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Board Meeting
Meeting with Board of Directors

February 14, 2017

12:00 p.m. -- Board Room

MWD Headquarters Building

700 N. Alameda Street

Los Angeles, CA 90012

1. Call to Order

(a) Invocation: Eric Freeman, Team Manager VII
Engineering Services Group

(b) Pledge of Allegiance: Director Atwater

2. Roll Call

3. Determination of a Quorum

4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))

5. OTHER MATTERS

A. Approval of the Minutes of the Meeting for January 10, 2017. (A copy has been mailed to each Director) Any additions, corrections, or omissions

B. Report on Directors' events attended at Metropolitan expense for month of January

C. Induction of new Director Zareh Sinanyan, from the City of Glendale

(a) Receive credentials

(b) Report on credentials by General Counsel

(c) File credentials

(d) Administer Oath of Office

(e) File Oath

D. Induction of new Director Phillip D. Hawkins, from Central Basin Municipal Water District

(a) Receive credentials

(b) Report on credentials by General Counsel

(c) File credentials

(d) Administer Oath of Office

(e) File Oath

E. Induction of new Director Pedro Aceituno, from Central Basin Municipal Water District

(a) Receive credentials

- (b) Report on credentials by General Counsel
- (c) File credentials
- (d) Administer Oath of Office
- (e) File Oath

- F. Reappointment of Director Mark Gold from City of Los Angeles
- G. Reappointment of Director Jesús E. Quiñonez from City of Los Angeles
- H. Approve Commendatory Resolutions for Directors Michael Touhey, representing Upper San Gabriel Valley Municipal Water District, Leticia Vasquez Wilson and Robert Apodaca, representing Central Basin Municipal Water District
- I. Approve committee assignments
- J. Chairman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of Metropolitan's activities for the month of January
- B. General Counsel's summary of Legal Department activities for the month of January
- C. General Auditor's summary of activities for the month of January

6C Report

- D. Ethics Officer's summary of activities for the month of January

6D Report

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Adopt CEQA determination and appropriate \$1.79 million; and award \$1,109,254 contract to Kaveh Engineering & Construction, Inc. to repair expansion joints at the Colorado River Aqueduct pumping plants (Appropriation No. 15483). (E&O)

7-1 Board Letter and Attachments

- 7-2 Adopt CEQA determination and authorize a long-term ground lease to New Cingular Wireless, PCS, LLC at Lake Mathews, County of Riverside. (RP&AM) [To be mailed separately]

- 7-3 Adopt CEQA determination and authorize increase in maximum amount payable under contract with Western Energy & Water for legal services by \$150,000 to an amount not to exceed \$250,000; and report on legal activities related to the future management and operation of Metropolitan's CRA power and transmission resources. (L&C) [To be mailed separately]

(END OF CONSENT CALENDAR)

8. OTHER BOARD ITEMS — ACTION

- 8-1 Adopt CEQA determination and approve and authorize the distribution of Appendix A for use in the issuance and remarketing of Metropolitan's bonds. (F&I)

8-1 Board Letter and Attachments

- 8-2 Adopt CEQA determination and authorize a five-year agreement with Electric Gas Industries Association to administer Metropolitan's Regional Conservation Rebate Program, the Water Savings Incentive Program, and the On-site Retrofit Program in an amount not to exceed \$420,000,000. (WP&S) [To be mailed separately]

- 8-3 Adopt CEQA determination and receive report on In re Holy Hill Community Church, U.S. Bankruptcy Court Case No. 2:15-ap-01467-WB (Bankr. C.D. Cal. 2015); authorize increase in the maximum amount payable under contract with Lesnick, Prince & Pappas, LLP for special counsel services by \$200,000 to a maximum amount of \$300,000; and authorize settlement. (L&C) [Conference with legal counsel - discussion concerning existing litigation; may be heard in closed session pursuant to Gov. Code Sections 54956.9(d)(1) and (d)(2)]

9. BOARD INFORMATION ITEMS

- 9-1 Update on the renewal of contract for the annual audit of State Water Project charges. (WP&S)

9-1 Board Letter

10. OTHER MATTERS (Contd.)

- 10-1 General Manager Evaluation Progress Check [Evaluation of the performance of the General Manager may be heard in closed session pursuant to Gov. Code Section 54957].
- 10-2 General Auditor Evaluation Progress Check [Evaluation of the performance of the General Auditor may be heard in closed session pursuant to Gov. Code Section 54957].
- 10-3 Ethics Officer Evaluation Progress Check [Evaluation of the performance of the Ethics Officer may be heard in closed session pursuant to Gov. Code Section 54957].

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

NOTE: At the discretion of the committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the committee.

This committee reviews items and makes a recommendation for final action to the full Board of Directors. Final action will be taken by the Board of Directors. Agendas for the meeting of the Board of Directors may be obtained from the Board Executive Secretary. This committee will not take any final action that is binding on the Board, even when a quorum of the Board is present.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

**AGENCY
REPRESENTATIVES'
REPORTS**

7D

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – January 26, 2017

WITH

Mr. Steve Elie, 2016 Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

AGENDA – ADDITIONS/REORDER

RECOGNITION OF OUTGOING MEMBER'S SERVICE ON WATERMASTER BOARD

RECOGNITION OF KEN JESKE'S CONTRIBUTIONS TO WATERMASTER

INTRODUCTIONS – CALENDAR YEAR 2017 WATERMASTER BOARD MEMBERS

Overlying (Ag) Pool	Paul Hofer (Crops)
Overlying (Ag) Pool	Geoffrey Vanden Heuvel (Dairy)
Overlying (Non-Ag) Pool	Bob Bowcock (Calmat Company)
Appropriative Pool	Tom Thomas (City of Upland)
Appropriative Pool	Jim Curatalo (Cucamonga Valley Water District)
Appropriative Pool	Bob DiPrimio (Fontana Water Company)
Municipal	Steve Elie (Inland Empire Utilities Agency)
Municipal	Bob Kuhn (Three Valleys Municipal Water District)
Municipal	Don Galleano (Western Municipal Water District)

I. CALENDAR YEAR 2017 OFFICERS – ACTION

A. ELECTION OF OFFICERS

Chair _____

Vice-Chair _____

Secretary/Treasurer _____

II. CONSENT CALENDAR

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

A. MINUTES

1. Minutes of the Watermaster Board Meeting held November 17, 2016

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of October 2016
2. Watermaster VISA Check Detail for the month of October 2016
3. Combining Schedule for the Period July 1, 2016 through October 31, 2016
4. Treasurer's Report of Financial Affairs for the Period October 1, 2016 through October 31, 2016
5. Budget vs. Actual Report for the Period July 1, 2016 through October 31, 2016
6. Cash Disbursements for the month of November 2016
7. Watermaster VISA Check Detail for the month of November 2016
8. Combining Schedule for the Period July 1, 2016 through November 30, 2016
9. Treasurer's Report of Financial Affairs for the Period November 1, 2016 through November 30, 2016
10. Budget vs. Actual Report for the Period July 1, 2016 through November 30, 2016

C. CHINO BASIN WATERMASTER INVESTMENT POLICY

Adopt Resolution 2017-01 – Resolution of the Chino Basin Watermaster, San Bernardino County, California, Re-Authorizing the Watermaster's Investment Policy

D. LOCAL AGENCY INVESTMENT FUND

Adopt Resolution 2017-02 – Resolution Authorizing Investment of Monies in the Local Agency Investment Fund

E. WATER TRANSACTION

Notice of Sale or Transfer – The purchase of 112.219 acre-feet of water from the City of Pomona by the City of Ontario. This purchase is made from the City of Pomona's Excess Carryover Account. Date of application: August 18, 2016.

F. NOTICE OF INTENT TO CHANGE THE OPERATING SAFE YIELD OF THE CHINO GROUNDWATER BASIN

III. BUSINESS ITEMS

A. STORAGE AGREEMENTS (Information Only)

B. NOTICE OF OVERLYING (NON-AGRICULTURAL) POOL AVAILABLE WATER PER RESTATED JUDGMENT EXHIBIT "G" (Information Only)

IV. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. December 9, 2016 Hearing
2. Filing of 38th Annual Report
3. January 10, 2017 Court Order
4. Update of Rules and Regulations

B. CFO REPORT

1. 2016/17 Assessment Invoicing

C. GM REPORT

1. Santa Ana River Watershed Update
2. SGMA Update
3. Grant Funds for RMPU Amendment Projects
4. Other

V. INFORMATION

1. Cash Disbursements for December 2016
2. Ground Level Monitoring Report (Quarterly)
3. Update on South Archibald and Chino Airport Plumes (Quarterly)
4. RMPU Status Report (Quarterly)

VI. BOARD MEMBER COMMENTS

VII. OTHER BUSINESS

VIII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster committee meeting for the purpose of discussion and possible action.

IX. FUTURE MEETINGS AT WATERMASTER


1/26/17	Thu	11:00 a.m.	Watermaster Board
2/09/17	Thu	9:00 a.m.	Appropriative Pool
2/09/17	Thu	11:00 a.m.	Non-Agricultural Pool
2/09/17	Thu	1:30 p.m.	Agricultural Pool
2/16/17	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
2/16/17	Thu	9:00 a.m.	Advisory Committee
2/16/17	Thu	9:30 a.m.	Recharge Investigations and Projects Committee (RIPCom)
2/23/17	Thu	11:00 a.m.	Watermaster Board
2/28/17	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee (GRCC at CBWCD)

ADJOURNMENT

**GENERAL
MANAGER'S
REPORT**

Date: February 15, 2017

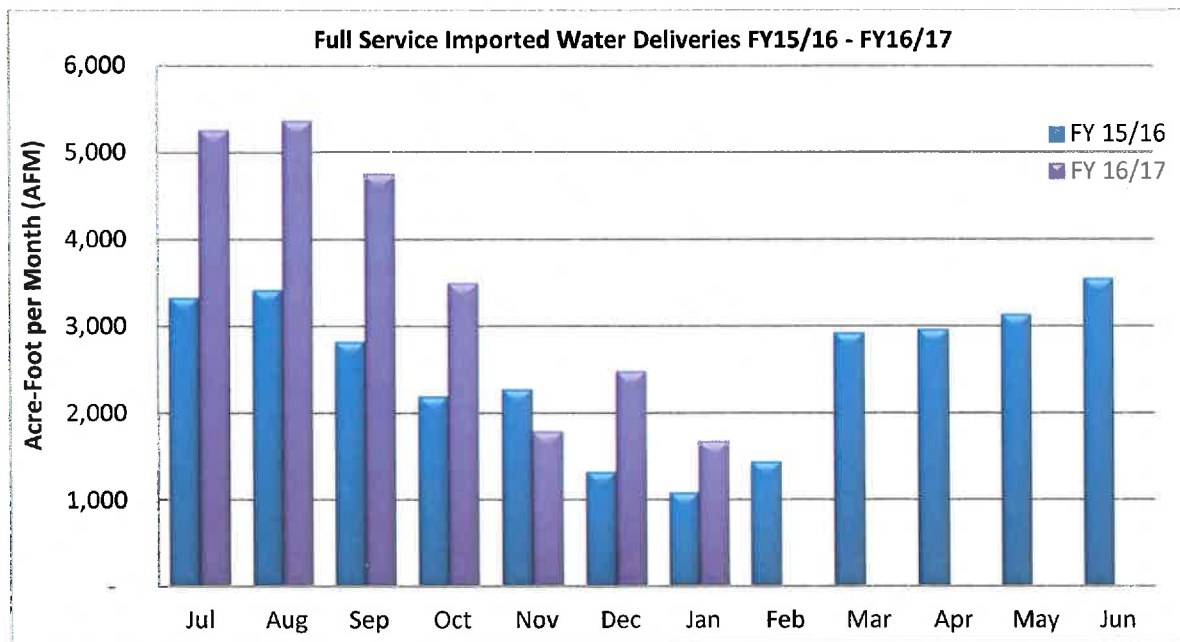
To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager 

Subject: General Manager's Report Regarding Agency Activities

PLANNING & ENVIRONMENTAL RESOURCES

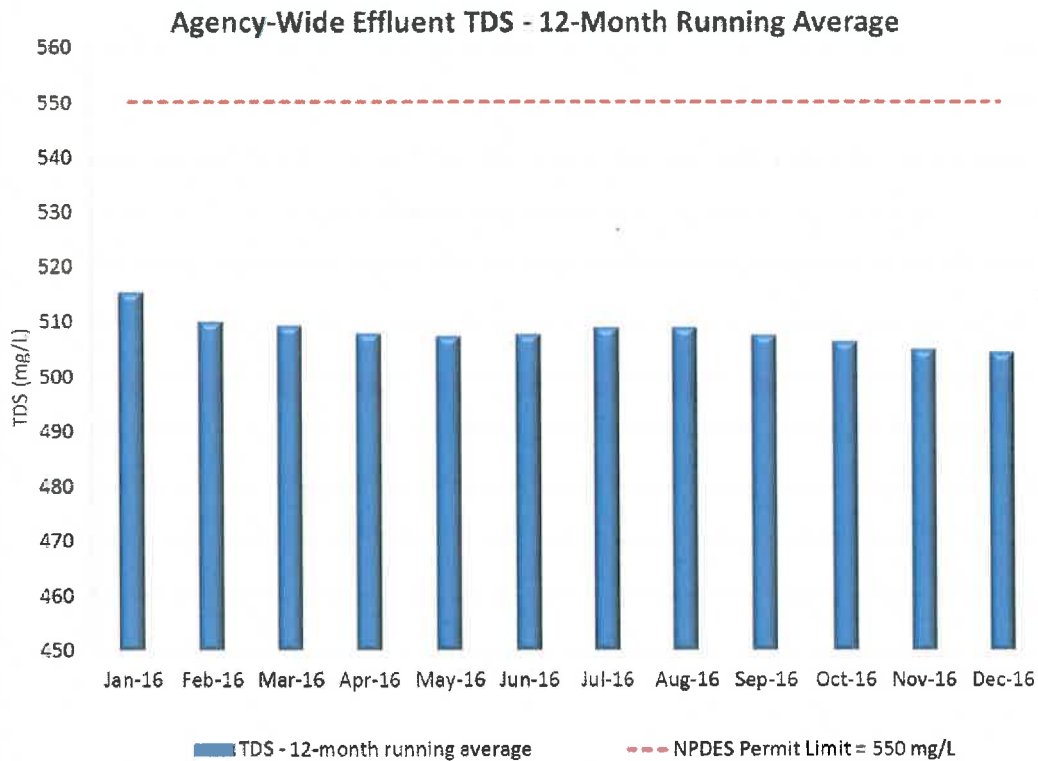
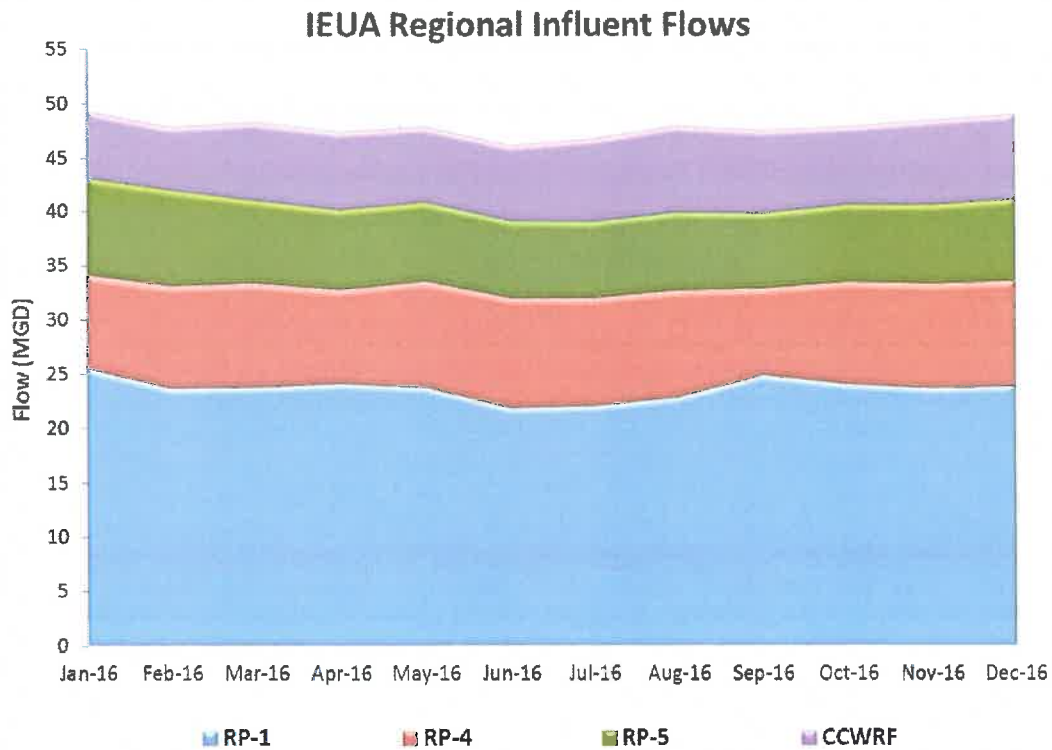
For FY16/17, the full service imported water deliveries for the month of January were at its highest compared to FY15/16.



The Agency-wide average influent flow for the month of December 2016 was 49.0 million gallons per day (mgd), which is a 0.5 mgd increase from the November 2016 total influent flow.

The discharge permit effluent limit for total inorganic nitrogen (TIN) is 8 mg/L. The 12-month running average TIN value for December 2016 was 6.0 mg/L.

The discharge permit effluent limit for total dissolved solids (TDS) is 550 mg/L. The 12-month running average TDS value for December 2016 was 504 mg/L.



With regards to air quality compliance, there were no incidents for the month of January.

IERCF UPDATE

Operational Comments – Facility throughput for January averaged approximately 99% of permitted capacity at an average of 379 tons per day of biosolids and 189 tons per day of amendments (based on a 31-day month). The facility is operating well with no violations or lost time incidents.

Facility Biosolids Throughput

POTW	WET TONS MONTH	WET TONS YEAR TO DATE
LACSD	4,926.02	4,926.02
IEUA	5,773.21	5,773.21
OCSD	1,035.60	1,035.60
TOTAL	11,734.83	11,734.83

Compost Sales –Sales in January were lower than last year due to a much-needed wet winter storm surge. Sales are expected to increase now that the weather has become more consistent and less volatile. We predict a strong spring now that the drought has showed signs of coming to an end. Compost inventory in the storage facility is 9,567 cubic yards of finished material.

Monthly Sales Summary

PRODUCT	CUBIC YARD	AVERAGE PRICE PER CUBIC YARD	TOTAL REVENUE
Premium	4,984.63	\$2.38	\$11,884.30
Base	2,980.76	\$0.02	\$50.64
TOTAL	7,965.39	\$1.50	\$11,934.94

Fiscal Year-To-Date Sales Summary

MONTH	TOTAL YARDS 2016/2017	TOTAL YARDS 2015/2016	TOTAL REVENUE 2016/2017	TOTAL REVENUE 2015/2016
July	14,898.82	21,389.25	\$27,554.05	\$34,657.16
August	13,973.73	16,919.04	\$32,185.36	\$30,461.07
September	28,277.42	16,750.02	\$25,161.07	\$24,655.71
October	33,118.70	27,394.30	\$30,402.44	\$33,401.74
November	36,746.25	29,056.62	\$26,452.12	\$25,280.90
December	27,866.97	17,653.19	\$26,088.79	\$28,476.77
January	7,965.39	14,298.49	\$11,934.94	\$22,085.28
TOTAL	162,847.28	143,460.91	\$179,778.77	\$199,018.63
AVERAGE	23,263.90	20,494.42	\$25,682.68	\$28,431.23

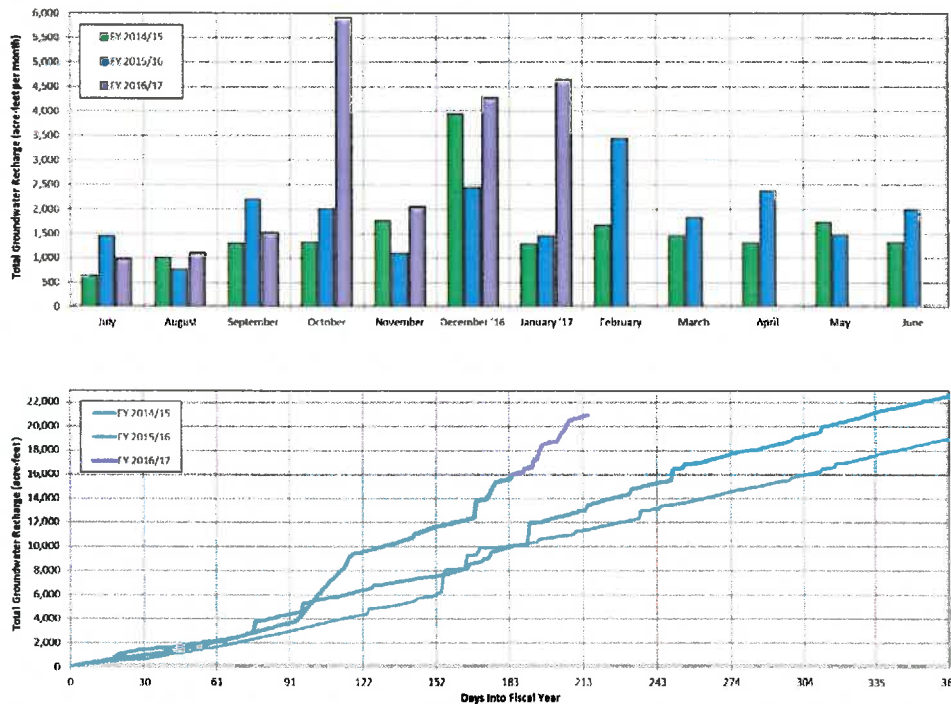
Groundwater Recharge – December 2016

During December 2016, recycled water recharge totaled 860 acre-feet. Chino Basin Watermaster ordered and IEUA recharged 60 acre-feet of imported water. There were eight rain events in December in which 3,348 acre-feet of storm water were captured. The capture of dry weather creek flows totaled 32 acre-feet.

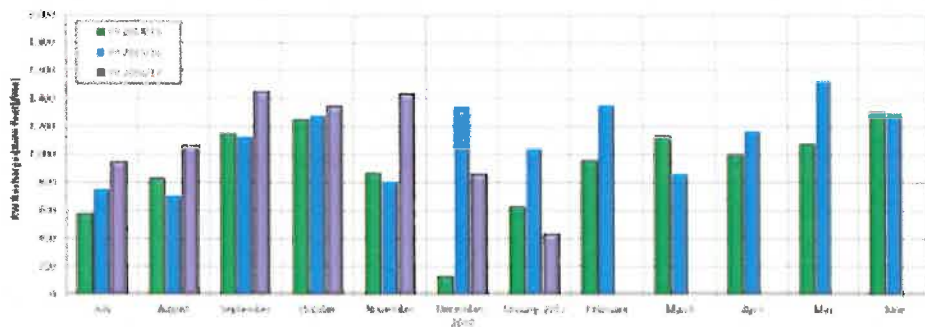
Groundwater Recharge – January 2017 (preliminary)

During January 2017, recycled water recharge totaled 431 acre-feet. There were no imported water deliveries. There were eight rain events in January in which approximately 4,300 acre-feet of storm water were captured. The capture of dry weather creek flows was approximately 30 acre-feet. Monthly summaries of recharge by recharge site for the Chino Basin Groundwater Recharge Operations can be found at <http://www.ieua.org/category/reports/groundwater-recharge-reports>.

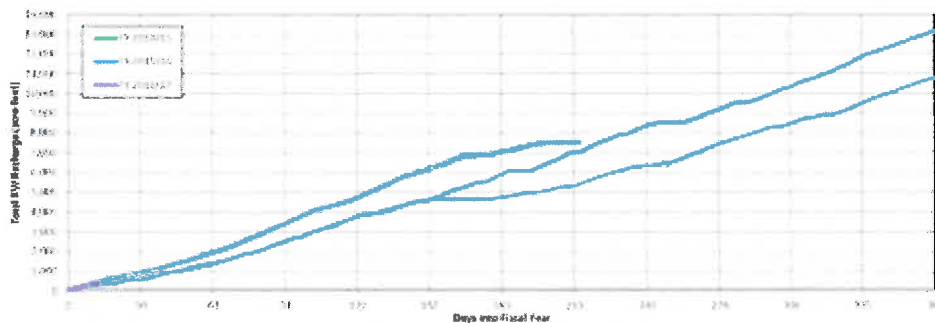
Total Groundwater Recharge – January 2017



Recycled Water Delivered to Groundwater Recharge – January 2017



Recycled Water Delivered to Groundwater Recharge – January 2017 (continued)

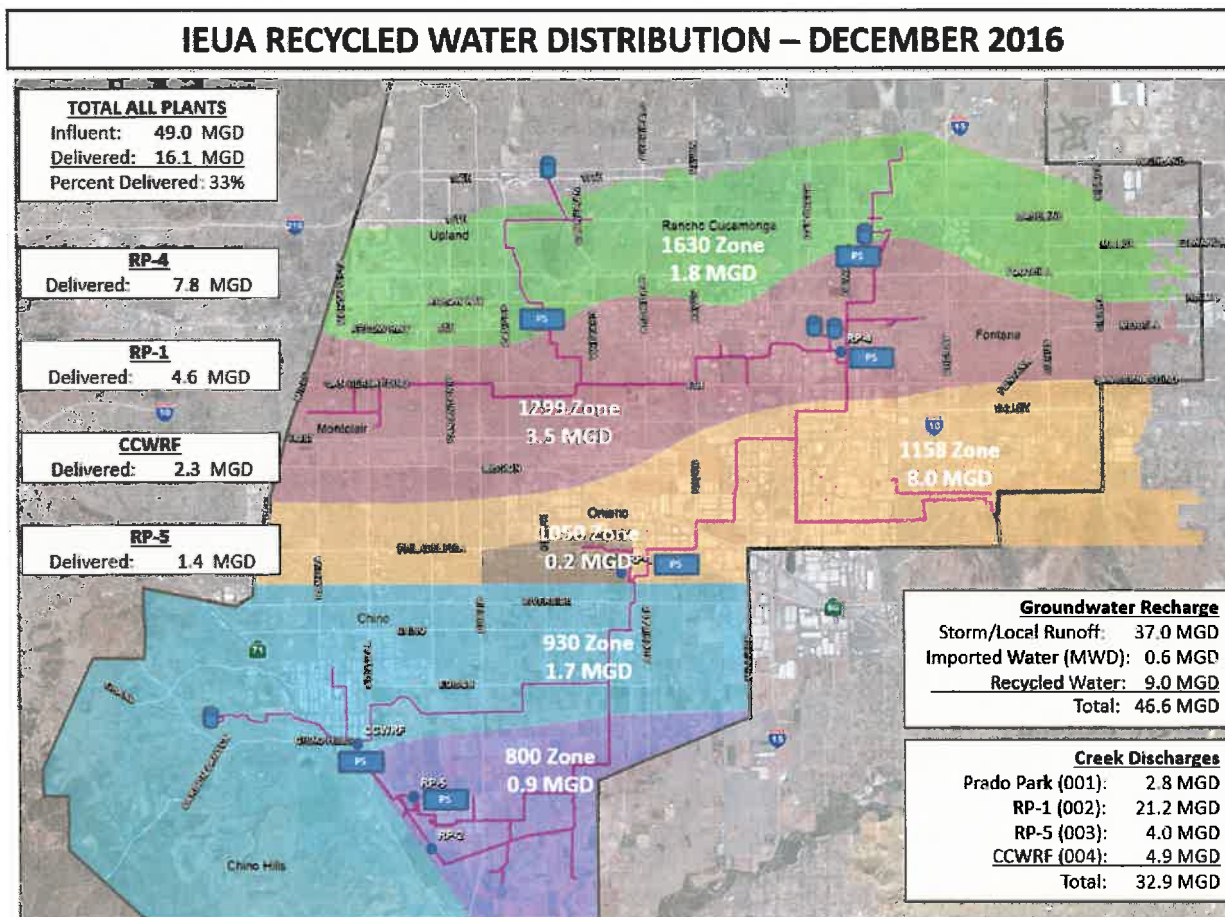


RW Distribution – December 2016

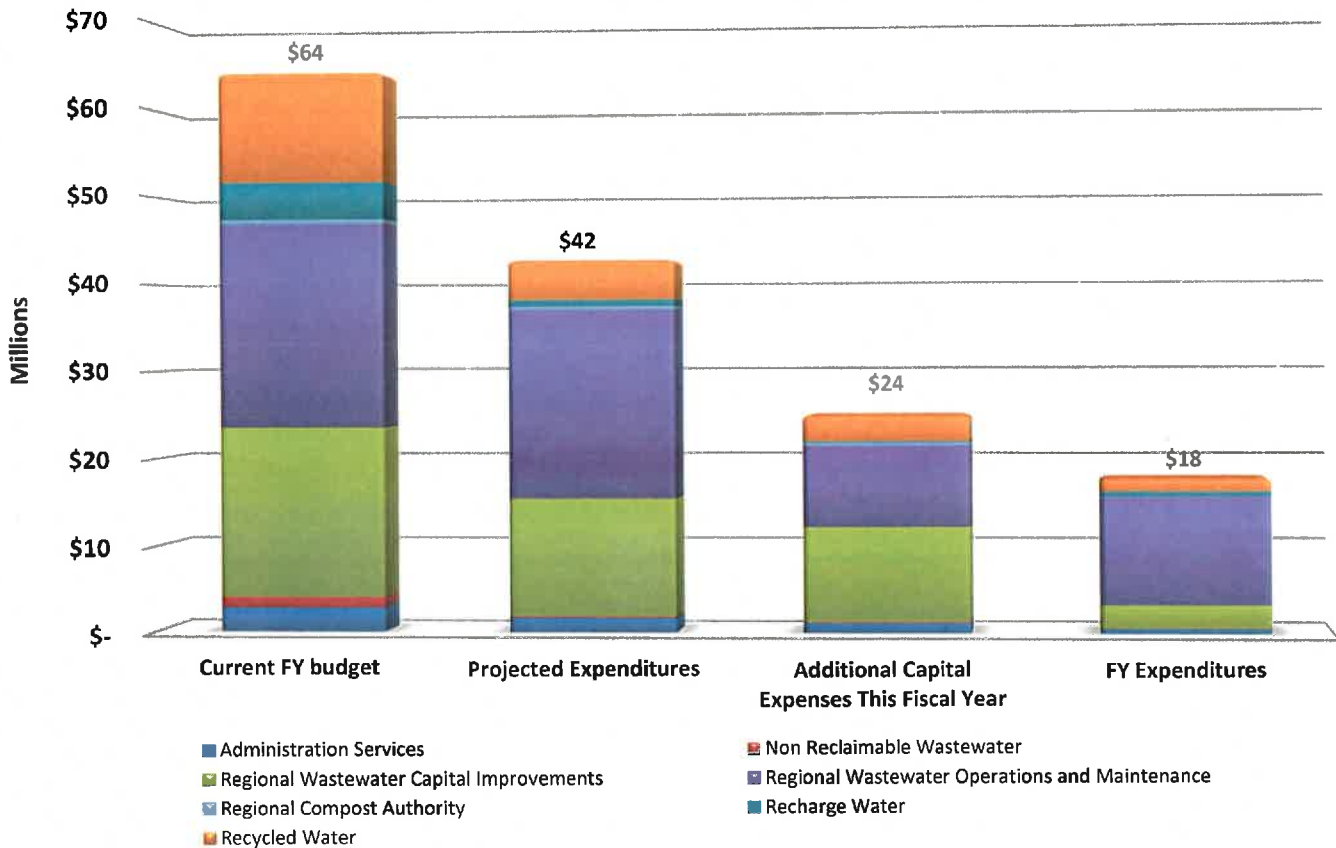
During December 2016, 33% (16.1 MGD) of IEUA recycled water supply (49.0 MGD) was delivered into the distribution system for both direct use customers (7.1 MGD) and groundwater recharge (9.0 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 32.9 MGD.

RW Distribution – January 2017 (Preliminary)

During January 2017, 16% (8.5 MGD) of IEUA recycled water supply (53.2 MGD) was delivered into the distribution system for both direct use customers (4.0 MGD) and groundwater recharge (4.5 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 44.7 MGD.



Engineering and Construction Management FY 16/17 Budget Status Update



Project Budget Variance > \$500,000						
Project	\$64 Description	(A) FY 16/17 Forecast \$	(B) FY 16/17 Budget \$	(B-A) Variance (FY Budget - FY Forecast) \$	Reason for Variance	
1	EN13016 SCADA Enterprise System	829,950.06	1,504,651.51	674,701.45	Initiation of Phase II of the SCADA Enterprise project was delayed when the delivery method was re-evaluated for the remaining facilities to take advantage of potential grant funds and accelerate the overall project timeline. Because of the delay, the FY16/17 spending will be lower than anticipated.	
2	EN14018 RP-4 Disinfection Facility Improvements	492,055.35	1,000,000.00	507,944.65	The project had a scope change to take out the Tenant Improvement and was re-advertised. This change delayed the project with cost projections adjusted accordingly.	
3	EN14019 RP-1 Headworks Primary and Secondary Upgrades	681,106.90	1,440,000.00	758,893.10	The consultant is five months behind schedule. Staff is working with the consultant to bring the schedule back on track. As a result of the delay, staff finds the original anticipated to be spent for 2016/2017 will be spent in 2017/2018.	
4	EN17018 RC Emergency O&M Projects FY 16/17	8,875.32	600,000.00	591,124.68	These projects occur on an emergency basis, the funding may or may not be spent this fiscal year.	
5	EN19006 RP-5 –Biosolids Facility	865,000.00	3,125,000.00	2,260,000.00	The schedule for the RP-1 and RP-5 Expansion PDR has been extended from January 2017 to March 2017 which leads into the design for the RP-5 Liquid Treatment Expansion, EN19001, and the RP-5 Solids Treatment Facility, EN19006. The award of the design contract for the RP-5 Liquids Expansion and RP-5 Solids Treatment Facility has been scheduled for April 2017.	
6	RW15003 Recharge Master Plan Update (Soft cost)	1,106,997.69	3,100,000.00	1,993,002.31	The project scope was decreased after the completion of the Pre-Design Report. The projected design cost is reduced to \$2.5M.	
		3,983,985.32	10,769,651.51	6,785,666.19		

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Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
Feb-17			
1	EN17051.00 CCWRF Valve Replacement	16-Jan-17	15-Feb-17
2	EN14018.00 RP-4 Disinfection Facility Improvements	16-Jan-17	15-Feb-17
Mar-17			
3	EN17014.00 NRWS Manhole Upgrades - 16/17	20-Feb-17	22-Mar-17
4	EN17015.00 Collection System Upgrades 16/17	20-Feb-17	22-Mar-17
5	EN17048.00 RP-1 Dewatering Vertical Conveyor Repairs	20-Feb-17	22-Mar-17
6	EN17047.00 RP-1 Dewatering Silo/Conveyor Safety Improvement Repairs	20-Feb-17	22-Mar-17
Apr-17			
7	EN13001.00 San Sevaine Basin Improvements	20-Mar-17	19-Apr-17
8	EN17042.00 Digester 6 and 7 Roof Repairs	20-Mar-17	19-Apr-17
9	EN17052.00 RP-1 and RP-4 Safety Improvements	20-Mar-17	19-Apr-17
May-17			
10	EN13016.04 SCADA Enterprise System - (Regional Water Recycling Plant No. 4 & 5)	17-Apr-17	17-May-17
11	EN17067.00 Declerz Monitoring Well Project	17-Apr-17	17-May-17
12	EP17003.00 RP-1 Training Room	17-Apr-17	17-May-17
Jun-17			
13	CP16003.00 Headquarters Roofing Replacement	22-May-17	21-Jun-17
14	EN14019.00 RP-1 Headworks Primary and Secondary Upgrades	22-May-17	21-Jun-17
15	EN17060.00 1299 Recycled water Pumps Replacement	22-May-17	21-Jun-17
16	EN17062.00 RP-1 RW Valve Replacement	22-May-17	21-Jun-17
17	EN17063.00 RP-4 Anoxic Splitter Box Gates	22-May-17	21-Jun-17
18	WR15021.00 Napa Lateral	22-May-17	21-Jun-17
Jul-17			
19	EN15013.00 RP-1 TWAS and Primary Effluent Piping Replacement 2014	19-Jun-17	19-Jul-17
20	EN17046.00 1630 East Pump Station Upgrades	19-Jun-17	19-Jul-17
Aug-17			
21	EN17039.00 8th St. Basin RW Turnout Discharge Retrofit	17-Jul-17	16-Aug-17
22	EN17044.00 RP-1 Power Reliability Generator Control Upgrades	17-Jul-17	16-Aug-17
Sep-17			
23	EN13028.00 Preserve Lift Station	21-Aug-17	20-Sep-17
24	EN14043.00 RP-5 RW Pipeline Bottleneck	21-Aug-17	20-Sep-17
Nov-17			
25	EN17045.00 RP-1 Filter Valve Replacement	16-Oct-17	15-Nov-17
Feb-18			
26	EN17043.00 RP4 Primary Clarifier Rehab	22-Jan-18	21-Feb-18
27	EN17049.00 Baseline RWPL Extension	22-Jan-18	21-Feb-18

Fiscal Year 16/17 Capital Improvement Program

Agency-Wide

No.	Project ID	Project Title	Budget					Contract						
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
1	EN13016	SCADA Enterprise System (EN13016.02 RP-1)	5,058,331	1,504,652	439,950	5,498,281	13,900,000	Evaluation	1,926,650	71,271	3.70%	6/30/2020	4/30/2020	61
2	EN17052	RP-1 and RP-4 Safety Improvements	-	760,000	103,292	103,292	760,000	Design	57,430	27,780	48.37%	6/30/2017	3/14/2017	108
3	EN16070	Agency-Wide Pumps Efficiencies Improvements	-	335,000	65,249	65,249	350,000	Construction	142,060	-	0.00%	4/30/2017	4/19/2017	11
4	EN17034	Agency-Wide Lighting Improvements - Phase 2	-	1,385,000	26,087	26,087	1,400,000	Construction	1,107,583	-	0.00%	6/2/2017	3/31/2017	63
5	EN17053	Agency-Wide Recycled Water Pumps Overhaul Services	-	625,000	83,070	83,070	625,000	Construction	466,319	-	0.00%	4/28/2017	3/21/2017	38
6	EN13056	Agency-Wide HVAC Improvements- Pckg No. 2, (EN13056.01 RP-4 MCC)	885,445	192,968	235,846	1,121,292	1,131,500	Warranty	188,000	21,308	11.33%	10/20/2016	11/16/2016	-27
7	EN15032	Agency-Wide HVAC Improvements- Pckg No. 3	742,334	4,725	4,725	747,059	1,155,000	Warranty	431,216	22,909	5.31%	5/10/2016	5/10/2016	0
8	EN16013	Agency-Wide Lighting Improvements	186,129	213,945	119,672	305,802	400,000	Warranty	292,737	(12,027)	-4.11%	6/2/2017	9/29/2016	246
9	EN17004	Agency-Wide Energy Efficiency Study	91,500	5,540	2,539	94,040	1,600,000	Warranty	17,780	-	0.00%	5/31/2016	6/28/2016	-28
10	EN16018	RC Emergency O&M Projects FY 15/16	17,685	51,750	51,750	69,435	500,000	N/A	Various Emergency Projects					
11	EN16019	RO Emergency O&M Projects FY 15/16	344,200	100,626	80,812	425,012	620,000	N/A	Various Emergency Projects					
12	EN16017	WC Emergency O&M Projects FY 15/16	397,778	2,698	1,424	399,202	500,000	N/A	Various Emergency Projects					
13	EN17018	RC Emergency O&M Projects FY 16/17	-	600,000	8,875	8,875	600,000	N/A	Various Emergency Projects					
14	EN17019	RO Emergency O&M Projects FY 16/17	-	580,000	39,096	39,096	580,000	N/A	Various Emergency Projects					
15	EN17017	WC Emergency O&M Projects FY 16/17	-	500,000	74,951	74,951	500,000	N/A	Various Emergency Projects					
16	EN17016	NRWS Emergency O&M Projects FY 16/17	-	200,000	2,717	2,717	200,000	N/A	Various Emergency Projects					
17	EN17021	RC On-Call Operations and Maintenance Support	-	250,000	-	-	250,000	N/A	Various Maintenance Projects					
18	EN17022	RO On-Call Operations and Maintenance Support	-	250,000	1,782	1,782	250,000	N/A	Various Maintenance Projects					
19	EN17020	WC On-Call Operations and Maintenance Support	-	217,000	3,602	3,602	250,000	N/A	Various Maintenance Projects					
20	EN17027	RC Safety Operations and Maintenance Support	-	250,000	-	-	250,000	N/A	Various Safety Projects					
21	EN17026	RO Safety Operations and Maintenance Support	-	250,000	-	-	250,000	N/A	Various Safety Projects					
22	EN17025	WC Safety Projects Operations and Maintenance Support	-	250,000	13,169	13,169	250,000	N/A	Various Safety Projects					
23	CW17003	RC OE Projects FY 16/17	-	50,000	8,904	8,904	50,000	N/A	Various Permit Projects					
24	CW17101	NRWS OE Projects FY 16/17	-	10,000	9,979	9,979	10,000	N/A	Various Permit Projects					
25	CW17005	WC OE Projects FY 16/17	-	50,000	19,039	19,039	50,000	N/A	Various Permit Projects					
Totals			7,723,402	8,638,902	1,396,532	9,119,934	26,431,500		4,629,775	131,241				

Carbon Canyon Wastewater Regional Facility (CCWRF)

		Budget					Contract							
No.	Project ID	Project Title	(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
26	EN17006	CCWRF Odor Control and Headworks Replacements	6,951	610,000	42,876	49,827	7,000,000	Evaluation	Contract Has Not Been Awarded Yet					
27	EN17051	CCWRF Valve Replacement	-	250,000	13,129	13,129	250,000	Evaluation	In-House Design - Contract Has Not Been Awarded Yet					
Totals			6,951	860,000	56,005	62,956	7,250,000							

Chino Desalter Authority (CDA)

		Budget					Contract							
No.	Project ID	Project Title	(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
28	EN16021	TCE Plume Cleanup	1,089,754	7,481,073	7,870,950	8,960,704	12,000,000	Design	CDA Managed Project					
Totals			1,089,754	7,481,073	7,870,950	8,960,704	12,000,000							

Collections

		Budget					Contract							
No.	Project ID	Project Title	(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
29	EN17050	Septic Conversion PDR	-	200,000	-	-	1,000,000	Evaluation	Contract Has Not Been Awarded Yet					
30	EN11039	TP-1 Disinfection Pump Improvements	95,367	225,000	50,528	145,895	1,288,302	Pre-Design	99,336	-	0.00%	3/31/2017	2/24/2017	35
31	EN17067	Declerz Monitoring Well Project	-	165,000	-	-	165,000	Pre-Design	Contract Has Not Been Awarded Yet					
32	EN17014	NRWS Manhole Upgrades - 16/17	-	350,000	10,712	10,712	350,000	Design	In-House Design - Contract Has Not Been Awarded Yet					
33	EN17015	Collection System Upgrades 16/17	-	500,000	10,895	10,895	500,000	Design	In-House Design - Contract Has Not Been Awarded Yet					
34	EN13028	Preserve Lift Station	19,774	100,000	8,423	28,197	100,000	Bid and Award	Contract Managed by Developer					
35	EN15042	SBCFCD Sewer Easement	415	275,000	-	415	302,500	Land Acquisition	Not Applicable					
36	EN15044	SBCFCD NRW Easement	338	515,000	-	338	565,000	Land Acquisition	Not Applicable					
37	EN16071	San Bernardino Avenue Gravity Sewer	203,227	1,300,000	88,067	291,294	1,500,000	Construction	992,240	62,890	6.34%	2/27/2017	3/17/2017	-18
38	EN22002	NRW East End Flowmeter Replacement	3,325	175,000	21,517	24,842	300,000	Construction	213,554	-	0.00%	10/14/2019	10/14/2019	0
39	EN13018	Montclair Diversion Structure Retrofit	1,068,186	176,394	134,698	1,202,884	3,030,095	Warranty	557,565	(14,665)	-2.63%	7/17/2016	7/15/2016	2
Totals			1,390,632	3,981,394	324,840	1,715,471	9,100,897		1,862,695	48,225				

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Groundwater Recharge

		Budget					Contract							
No.	Project ID	Project Title	(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
40	EN17038	GWR Level Transmitter Upgrades	-	200,000	-	-	200,000	Cancelled	Project has been cancelled					
41	RW15003	Recharge Master Plan Update Projects	622,207	3,100,000	506,998	1,129,205	7,490,500	Pre-Design	768,950	9,434	1.23%	12/29/2017	12/29/2017	0
42	RW15004	Lower Day Basin RMPU	205,693	1,155,000	34,067	239,760	2,480,000	Pre-Design	38,720	32,500	83.94%	10/21/2016	1/31/2017	-102
43	EN13001	San Savaine Basin Improvements	535,568	3,085,000	128,972	664,540	6,295,000	Bid and Award	358,828	4,734	1.32%	4/20/2019	4/20/2019	0
44	EN14047	GWR and RW SCADA Control Upgrades	233,626	455,263	185,836	419,462	932,000	Construction	250,988	-	-	1/23/2017	3/23/2017	-59
Totals			1,597,094	7,995,263	855,873	2,452,967	17,397,500		1,417,486	46,668				

Headquarters

		Budget					Contract							
No.	Project ID	Project Title	(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
45	EN16012	CIPO Enhancements	-	175,000	-	-	175,000	Not Started	Project Has Not Started					
46	EN17023	HQ Drainage Investigations	-	50,000	-	-	50,000	Not Started	Ongoing Monitoring Requirements					
47	CP16003	Headquarters Roofing Replacement	9,822	450,000	22,645	32,467	450,000	Design	In-House Design - Contract Has Not Been Awarded Yet					
48	EN16048	As-Built Database Upgrades	24,599	150,000	7,383	31,981	200,000	Pre-design	In House Database					
49	EN16049	Conference Rooms Audio Visual Upgrades	72,777	626,453	61,001	133,778	1,349,230	Bid and Award	831,890	-	0.00%	2/7/2018	2/6/2018	1
50	EN15052	Primavera Enhancements	116,435	201	201	116,636	178,400	Construction	80,000	-	0.00%	12/30/2016	12/30/2016	0
51	EN16047	HQ Parking Lot FY15/16	50,765	415,000	20,420	71,185	443,000	Construction	264,138	-	0.00%	5/15/2017	4/19/2017	26
52	EN16055	Headquarters Back Up Generator	48,950	400,000	39,886	88,837	449,000	Construction	178,777	-	0.00%	2/13/2017	4/17/2017	-63
53	EN16068	Main Office Permit Office	18,068	293,000	101,121	119,189	312,000	Warranty	52,890	20,809	39.34%	11/23/2016	12/15/2016	-22
Totals			341,416	2,559,654	252,657	594,073	3,606,630		1,407,695	20,809				

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Recycled Water

No.	Project ID	Project Title	Budget					Contract						
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
54	EN12016	North CIM Lateral	14,631	450,000	1,582	16,212	450,000	Not Started	Contract Has Not Been Awarded					
55	EN17007	930 To 800 West CCWRP PRV	5,481	100,000	263	5,744	600,000	Not Started	Contract Has Not Been Awarded					
56	EN17041	Orchard Recycled Water Turnout Improvements	-	25,000	-	-	125,000	Not Started	Project Has Not Started					
57	EN17039	8th St. Basin RW Turnout Discharge Retrofit	-	58,000	6,649	6,649	275,000	Evaluation	Contract Has Not Been Awarded					
58	EN17049	Baseline RWPL Extension	-	300,000	5,947	5,947	5,000,000	Evaluation	Contract Has Not Been Awarded					
59	EN15002	1158 Reservoir Site Cleanup	3,805	650,000	7,113	10,918	1,300,000	Evaluation	Contract Has Not Been Awarded					
60	EN16034	RW Pressure Sustaining Valve Installation FY 15/16	18,098	341,300	6,541	24,638	850,000	Evaluation	Contract Has Not Been Awarded					
61	EN17046	1630 East Pump Station Upgrades	-	100,000	6,601	6,601	300,000	Evaluation	Contract Has Not Been Awarded					
62	WR15021	Napa Lateral	60,019	500,000	30,616	90,635	6,050,000	Pre-Design	Contract Has Not Been Awarded					
63	EN17011	RW Hydraulic Modeling FY 16/17	-	100,000	4,049	4,049	100,000	N/A	Not Applicable					
64	EN15043	SBCFCD Recycled Water Easement	534,759	570,000	-	534,759	1,210,000	Land Acquisition	Not Applicable					
65	EN15055	1630 W. Recycled Water Pump Station - Surge Tank Installation	546,124	1,160,000	530,866	1,076,991	1,410,000	Construction	729,000	21,673	2.97%	10/14/2016	1/27/2017	-105
66	EN12014	East Avenue 1630 E RWP Relocation	504,666	388,148	13,306	517,972	890,108	Construction	480,000	28,134	5.86%	City of Rancho Cucamonga Project		
67	EN17057	Wineville A.C. for the Electrical Panel at RP-3	-	15,000	12,059	12,059	15,000	Warranty	15,000	-	0.00%	10/31/2016	10/24/2016	7
68	EN13045	Wineville RW Extension Segment B	10,786,069	71,692	51,903	10,837,973	11,865,300	Warranty	8,900,000	241,113	2.71%	7/25/2015	12/3/2015	-131
Totals			12,473,652	4,829,140	677,496	13,151,148	30,440,408		10,124,000	290,920				

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Regional Water Recycling Plant No. 1 (RP-1)															
No.	Project ID	Project Title	Budget				Contract								
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)	
69	EN14042	RP-1 1158 RWPS Upgrades	75,543	475,000	54,128	129,671	4,000,000	Evaluation	Contract Has Not Been Awarded						
70	EN15012	RP-1 East Primary Effluent Pipe Rehab	13,547	500,000	42,826	56,372	1,865,000	Evaluation	Contract Has Not Been Awarded						
71	EN17042	Digester 6 and 7 Roof Repairs	-	400,000	14,263	14,263	3,800,000	Evaluation	Contract Has Not Been Awarded						
72	EN17047	RP-1 Dewatering Silo/Conveyor Safety Improvement Repairs	-	231,000	409	409	231,000	Evaluation	Contract Has Not Been Awarded						
73	EN17059	RP-1 Iron Sponges Installation	-	300,000	2,352	2,352	300,000	Evaluation	Contract Has Not Been Awarded						
74	EN19003	RP-1 Parallel Outfall Pipeline from RP-1 to Riverside Dr	7,031	200,000	17,841	24,872	5,700,000	Evaluation	Contract Has Not Been Awarded						
75	EP17003	RP-1 Training Room	-	200,000	7,901	7,901	200,000	Evaluation	16,795	8,200	48.83%	6/30/2017	6/30/2017	0	
76	EN17044	RP-1 Power Reliability Building Controls Upgrades	-	350,000	17,079	17,079	1,500,000	Pre-Design	67,000	-	0.00%	6/30/2017	6/30/2017	0	
77	EN13048	RP-1 Power System Upgrades	292,963	200,000	69,117	362,081	1,599,000	Pre-Design	269,380	-	0.00%	12/31/2016	3/14/2017	-73	
78	EN16025	RP-1 Expansion Pre Design Report	220,836	450,000	287,066	507,902	1,500,000	Pre-Design	451,288	-	0.00%	3/20/2017	3/31/2017	-11	
79	EN18006	RP-1 Flare Improvements	-	600,000	30,304	30,304	4,000,000	Pre-Design	378,030	-	0.00%	3/14/2019	3/14/2019	0	
80	EN15013	RP-1 TWAS and Primary Effluent Piping Replacement 2014	19,700	120,000	114,798	134,497	500,000	Design	56,000	30,475	54.42%	2/7/2017	3/13/2017	-34	
81	EN14019	RP-1 Headworks Gate Replacement	243,916	1,440,000	263,107	507,023	10,440,000	Design	723,151	96,294	13.32%	5/1/2018	5/1/2018	0	
82	EN17048	RP-1 Dewatering Vertical Conveyor Repairs	-	375,000	4,613	4,613	375,000	Design	Contract Has Not Been Awarded						
83	EN16024	RP-1 Mixed Liquor Return Pumps	567,463	2,850,000	262,974	830,437	6,636,000	Construction	4,888,000		0.00%	1/19/2018	1/18/2018	1	
84	EN17062	RP-1 RW Valve Replacement	-	80,000	1,425	1,425	80,000	Construction	Contract Has Not Been Awarded						
85	EN17040	RP-1 Aeration Basin Panel Repairs	-	200,000	14,955	14,955	200,000	Construction	1,745,000		0.00%	1/19/2018	1/18/2018	1	
86	EN16051	RP-1 Utility Water Flow Meter	71,330	260,000	117,836	189,166	331,400	Warranty	127,584	15,615	12.24%	11/23/2016	12/15/2016	-22	
Totals			1,512,328	9,231,000	1,322,993	2,835,321	43,277,400		8,722,228	150,584					

Regional Water Recycling Plant No. 2 (RP-2)														
No.	Project ID	Project Title	Budget				Contract							
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16- 12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)	(e) Total Project Budget (\$)	(f) Phase	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
87	EN17065	Microturbine Design Build	-	45,000	-	-	2,200,000	Pre-Design	1,876,809		0.00%	12/31/2017	12/4/2017	27
88	EN14012	RP-2 Drying Beds Rehabilitation	1,231,986	350,000	263,146	1,495,133	1,818,400	Project Acceptance	193,961	32,322	16.66%	12/15/2016	11/16/2016	29
Totals			1,231,986	395,000	263,146	1,495,133	4,018,400		2,070,770	32,322				

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Regional Water Recycling Plant No. 4 (RP-4)

No.	Project ID	Project Title	Budget				(f) Phase	Contract						
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16-12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)		(e) Total Project Budget (\$)	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
89	EN17032	RP-4 Outfall Repair from Mission Blvd to RP-1	-	50,000	-	-	5,300,000	On-Hold	Contract Has Not Been Awarded					
90	EN17063	RP-4 Anoxic Splitter Box Gates	-	60,000	52	52	60,000	Evaluation	Contract Has Not Been Awarded					
91	EN17110	RP-4 Process Improvements	63	180,000	235	299	5,200,000	Evaluation	1,288,858	-	0.00%	6/30/2020	6/30/2020	0
92	EN17043	RP4 Primary Clarifier Rehab	-	400,000	11,618	11,618	1,900,000	Evaluation	-	-	0.00%	6/30/2020	6/30/2020	0
93	EN14018	RP-4 Disinfection System Retrofit	391,899	1,000,000	72,055	463,954	2,391,345	Bid and Award	98,970	160,762	162.43%	12/31/2017	2/15/2018	-46
Totals			391,962	1,690,000	83,961	475,923	14,851,345		1,387,828	160,762				

Regional Water Recycling Plant No. 5 (RP-5)

No.	Project ID	Project Title	Budget				(f) Phase	Contract						
			(a) Prior FY Expenditures thru 6/30/16 (\$)	(b) FY Budget 2016/17 (\$)	(c) FY 2016/17 Expenditures 7/1/16-12/31/2016 (\$)	(d) Total Expenditures to Date thru 12/31/2016 (A + C) (\$)		(e) Total Project Budget (\$)	(g) Original Contract (\$)	(h) CO's/ Amendments (\$)	(i) CO's/ Amendments (H/G) (%)	(j) Contract Completion Date	(k) Projected/ Contract Completion Date (NOC)	(l) Float (J-K)
94	EN17060	1299 Recycled Water Pumps Replacement	-	100,000	-	-	100,000	Not Started	Project Has Not Started					
95	EN19001	RP-5 Expansion to 30 mgd	-	1,250,000	-	-	125,000,000	Not Started	Project Has Not Started					
96	EN19006	RP-5 -Bioxolids Facility	-	3,125,000	-	-	136,000,000	Not Started	Project Has Not Started					
97	EN14043	RP-5 Recycled Water Pipeline Bottleneck	56,637	600,000	38,334	94,971	2,755,000	Design	201,987	35,900	17.77%	8/24/2019	8/24/2019	0
98	EN16028	RP-5 Expansion Pre Design Report	712,311	2,111,086	895,348	1,607,658	2,823,400	Pre-Design	1,980,310	55,989	2.83%	3/20/2017	3/31/2017	-11
99	EN13012	Magnolia Channel Monitoring Maintenance	87,611	10,000	-	87,611	192,242	Monitoring	Ongoing Monitoring Requirements					
100	EN11031	RP-5 Flow Equalization and Effluent Monitoring	422,173	1,465,000	162,541	584,714	3,397,200	Construction	945,029	-	0.00%	6/5/2017	6/5/2017	0
101	EN15008	Water Quality Laboratory	1,502,545	7,000,000	3,047,034	4,549,580	24,645,000	Construction	17,460,000	26,904	0.15%	8/6/2018	8/8/2018	-2
102	EN16132	Magnolia Channel Spillway Improvements	162,787	390,564	331,326	494,113	734,000	Project Acceptance	280,891	36,903	13.14%	11/23/2016	10/28/2016	26
Totals			2,944,063	16,051,650	4,474,583	7,418,646	295,646,842		20,868,217	155,695				
Overall Totals			30,703,241	63,713,077	17,579,036	48,282,277	464,020,922		50,613,885	969,021				

Emergency Projects

FY15/16 Emergency Projects

	Project ID	Contractor	Task Order Description (Details of Circumstance and Cause of the Emergency)	Location	TO #	Original Not-to-Exceed /Estimate	Actual Cost thru 12/31	Date of Award	Status
Collections									
1	EN16018.03	W.A. Rasic Construction	Grand Avenue Sinkhole	Collections	TO-034	36,163	23,408	6/16/2016	Complete
2	EN16018.04	Sancon Engineering	Grove Trunk Sewer Pipe Repair (Grove & 8th)	Collections	TO-001	63,000	29,816	6/28/2016	Complete

January 2016 Emergency Projects

	Contractor	Task Order Description	Details of the Circumstances/Cause of Emergency	Scope of Repair	Location	Date of Award	Not-to-Exceed /Estimate
	N/A						

FY16/17 Emergency Projects

	Project ID	Contractor	Task Order Description (Details of Circumstance and Cause of the Emergency)	Location	TO #	Original Not-to-Exceed /Estimate	Actual Cost thru 12/31	Date of Award	Status
CDA									
1	CDA000000012	W.A. Rasic Construction	Raw Water Line Repair	CDA	TO-035	8,000	156	7/18/2016	Complete
Collection									
2	EN17018.01	W.A. Rasic Construction	Grove Ave. Manhole Repair	COLL	TO-036	5,618	8,875	8/11/2016	Complete
RP-1									
3	EN17017.01	Ferreira Construction	RP-1 Flow Meter Replacement	RP-1	TO-09	60,000	66,858	7/26/2016	Complete
4	EN17019.05	W.A. Rasic Construction	DAFT Sludge Line Repair	RP-1	TO-041	35,000		12/21/2016	Complete
RP-2									
5	EN17019.01	W.A. Rasic Construction	RP-2 Underground Pipe Leak	RP-2	TO-037	5,500	8,944	9/12/2016	Complete
Agency wide									
6	EN17016.01	W.A. Rasic Construction	Monte Vista Ave ARVA Repair	Agency wide	TO-040	10,000	1,917	11/10/2016	Complete
7	EN17019.02	Ferreira Construction	RP-5 Repair an existing SS Pump Guide Rail	Agency wide	TO-010	25,000	24,181	9/15/2016	Complete
8	EN17019.03	W.A. Rasic Construction	RP-4 Raw Screening Area	Agency wide	TO-039	12,500	2,453	11/9/2016	Complete
9	EN17017.02	Ferreira Construction	Street Subsidence and Blow off repair	Agency wide	TO-011	21,902	2,679	10/18/2016	Complete
10	EN17017.03	Ferreira Construction	Valve Shear Pine Replacement on a Buried RW Line	Agency wide	TO-012	6,209	1,559	10/19/2016	Complete
11	EN17019.04	Ferreira Construction	6" DAFT Sludge Line Tapping Sleeve Repair	Agency wide	TO-014	3,658	1,232	11/28/2016	Complete
Totals						193,387	118,854		

GRANTS UPDATE

Since the last General Manager's report, the following items were processed as one combined item through the Chino Basin Regional Financing Authority (CBRFA) Commission Meeting only:

- Adopted Resolution No. 2017-1, authorizing the President of the Authority to execute the \$10 million Storm Water Program Grant Agreement from the State Water Resources Control Board (SWRCB) for the CBWM and IEUA joint Storm Water Management Facilities, 23a of the Recharge Master Plan Update (RMPU) Project;
- Adopted Resolution No. 2017-2, authorizing the President of the Authority to sign and file the State Revolving Fund (SRF) loan application and agreement with the SWRCB for the planning and design of the RMPU projects;
- Adopted Resolution No. 2017-3, designating the Storm Water Grant Project Director; and
- Authorized the President of the Authority to sign the Designation Letter.

Grant/Loan Applications/Opportunities Worked on by Grants Staff:

IEUA staff submitted an application to U.S. Department of Interior - Bureau of Reclamation (USBR) for the Field Services Grant Program, on January 23, 2017.

Grants staff is currently working on upcoming opportunities due in February, including:

- USBR: WaterSMART Drought Resiliency Grant Program
- USBR: Agriculture Water Conservation and Efficiency Grant Program
- USBR: Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants Program

USBR Grant Program	IEUA/CBWM Project Name	Benefits (AFY)	Grant Amount	Project Cost
Drought Resiliency Implementation	Jurupa and Montclair Basin Improvement Project	833	\$750,000	\$3,296,000
Bay-Delta Restoration CALFED Water Use Efficiency	Wineville and CSI Basin Improvement, Pumping and Conveyance System Project	2,921	\$750,000	\$13,842,000
Agricultural Water Conservation & Efficiency	Chino Basin Agricultural Water Conservation Project	10,000	\$100,000	\$200,000

Future Grant/Loan Applications/Opportunities worked on by Grants Staff:

- SWRCB: SRF Loan Application for MVWD \$3.25 million Recycled Water Project
- CalRecycle: Organics Grant Program 2017
- EPA: Water Infrastructure Finance and Innovation Act (WIFIA) Letter of Interest
- SWRCB: SRF Loan Application for the balance of the RMPU project
- SWRCB: SRF Loan Application for the RP-1/RP-5 Construction