



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

**WEDNESDAY, AUGUST 15, 2018
9:30 A.M.**

(Please note change in time)

**INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS
BOARD ROOM
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 is available on the table in the Board Room. Comments will be limited to three 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 EMPLOYEE INTRODUCTIONS

- Ms. Supriti Shrestha, Laboratory Scientist 1, hired August 13, 2018, Laboratory Department

2. PROMOTIONS/RECOGNITIONS

Promotions:

- Mr. Michael Barber, Pretreatment & Source Control Inspector II to Senior Pretreatment & Source Control Inspector, effective July 29, 2018, Source Control Department
- Mr. Branden Hodges, Pretreatment & Source Control Inspector II to Senior Pretreatment & Source Control Inspector, effective July 29, 2018, Source Control Department

Recognitions:

- Mr. Mario Velarde, Water Plant Operator III, was honored on June 13, by the San Bernardino County Board of Supervisors, as an Action Hero who promotes health and wellness in the County. Mr. Velarde offered a free weekly summer youth running program to the children of the Chino Valley.

3. ELECTION YEAR RULES PRESENTATION – General Counsel Jean Cihigoyenetche

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 July 18, 2018 Board Meeting and the August 1, 2018 Board Workshop/Meeting.

B. REPORT ON GENERAL DISBURSEMENTS (Fin/Admin)

Staff recommends that the Board approve the total disbursements for the month of June 2018, in the amount of \$18,474,647.05.

C. PROPOSITION 1 GRANT PROFESSIONAL SERVICES CONTRACT AMENDMENT

Staff recommends that the Board:

1. Award an engineering services contract amendment to GEI Consultants, Inc., for a not-to-exceed amount of \$235,085; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

D. ADOPTION OF RESOLUTION NO. 2018-8-1, ESTABLISHING PLAN CHECK AND INSPECTION FEES (Eng/Ops/WR) (Fin/Admin)

Staff recommends that the Board:

1. Adopt Resolution No. 2018-8-1, establishing a fee covering IEUA's services for review of applications, plans, and inspections of construction for development; and
2. Authorize the General Manager to review and adjust the fee schedule as necessary to maintain cost coverage.

E. CONTRACT AWARD FOR BULK SUPPLY OF 12.5% SODIUM HYPOCHLORITE (Eng/Ops/WR)

Staff recommends that the Board:

1. Approve Contract No. 4600002591 to Olin, establishing a three-year contract for the supply of 12.5% bulk sodium hypochlorite with options for two additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager to execute the contract with two potential contract extensions.

F. ADOPTION OF RESOLUTIONS NOS. 2018-8-9 AND 2018-8-10 APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE OPERATORS' ASSOCIATION AND AGENCY-WIDE SALARY MATRIX

Staff recommends that the Board:

1. Adopt Resolution No. 2018-8-9, approving the Memorandum of Understanding (MOU) for the Operators' Association; and
2. Adopt Resolution No. 2018-8-10, approving the Salary Schedule/Matrix for all employees.

5. ACTION ITEM

A. RP-1 SWITCHGEAR AND GENERATOR CONTROL UPGRADES (Eng/Ops/WR) (Fin/Admin)

Staff recommends that the Board:

1. Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;
2. Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

6. INFORMATION ITEMS

- A. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)
- B. MWD UPDATE (ORAL)
- C. CBWM UPDATE (ORAL)
- D. SAWPA UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

- E. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)
- F. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- G. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)
- H. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)
- I. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)
- J. FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)
- K. STATE LEGISLATIVE TRACKING MATRIX (WRITTEN)
- L. SEPTIC TO SEWER FEASIBILITY STUDY UPDATE (WRITTEN/ POWERPOINT)

7. AGENCY REPRESENTATIVES' REPORTS

- A. SAWPA REPORT (WRITTEN)
Regular Commission Meeting Agenda for August 7, 2018
- B. MWD REPORT (WRITTEN)
Board Meeting scheduled for August 21, 2018.
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (WRITTEN)
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)
- E. CHINO BASIN DESALTER AUTHORITY (WRITTEN)
- F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY (WRITTEN)

- 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
Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
 - B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4) – CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION; INITIATION OF LITIGATION
Two 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.

Declaration of Posting

Proofed by: jh

I, April Woodruff, Board Secretary/Office Manager 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, August 9, 2018.

April Woodruff
April Woodruff

**CONSENT
CALENDAR
ITEM**

4A



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

**WEDNESDAY, JULY 18, 2018
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

Steven J. Elie, President

STAFF PRESENT:

Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Niki Becker, Laboratory Scientist II
Jerry Burke, Deputy Manager of Engineering
Edward Chavez, Collection System Operator III
Ivan Cheng, Assistant Engineer
Michael Dias, Associate Engineer
Lucia Diaz, Facilities Program Supervisor
Warren Green, Manager of Contract & Procurement
Sylvie Lee, Manager of Planning & Environmental Resources
Chander Letulle, Manager of Operations & Maintenance
Jason Pivovaroff, Senior Engineer
Craig Proctor, Source Control/Environmental Resources Supervisor
John Scherck, Senior Project Manager
Travis Sprague, Senior Associate Engineer
Shaun Stone, Manager of Engineering
Ian Tillery, Deputy Manager of Operations
Teresa Velarde, Manager of Internal Audit
Ryan Ward, Collection System Operator I
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean.Cihigoyenette, JC Law Firm
Mike Rood, Kiewit

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 Kati Parker 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 address the Board.

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

NEW HIRE INTRODUCTIONS

- Ivan Cheng, Assistant Engineer, hired June 3, 2018, Engineering & Construction Management
- Ryan Ward, Collection System Operator I, hired July 1, 2018, Operations & Maintenance

The Board of Directors welcomed Mr. Cheng and Mr. Ward to the IEUA team.

PROMOTIONS

- Niki Becker, Laboratory Scientist I to Laboratory Scientist II, effective May 20, 2018, Laboratory
- Edward Chavez, Collection System Operator II to Collection Systems Operator III, effective June 17, 2018, Operations & Maintenance
- Ian Tillery, Operations Supervisor to Deputy Manager of Operations, effective July 1, 2018, Operation & Maintenance

The Board congratulated Ms. Becker, Mr. Chavez, and Mr. Tillery on their promotion.

CONSENT ITEMS

Vice President Camacho asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion. Director Hall stated that she would like to pull Item 3J – Engineering Services Master Contracts Award for discussion and action under, “Action Items.”

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

M2018-7-1

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the June 6, 2018 Board Workshop and the June 20, 2018 Board Meeting.
- B. The Board approved the total disbursements for the month of May 2018, in the amount of \$15,994,042.13.
- C. The Board ratified the purchase of Agency-wide insurance policies providing coverage through Fiscal Year 2018/19, for the following:
 - Excess General Liability insurance in the amount of \$398,556;
 - Property, Boiler & Machinery insurance in the amount of \$266,000; and
 - Excess Workers’ Compensation insurance in the amount of \$67,865.

Continued...

M2018-7-1 continued.

D. The Board:

1. Adopted Resolution Nos. 2018-7-1 and 2018-7-2, authorizing the Agency to enter into financial assistance agreements with the U.S. Department of Interior – Bureau of Reclamation (USBR) WaterSMART: Title XVI Water Reclamation and Reuse Program Funding for Fiscal Year 2018; and
2. Authorized the General Manager to execute the financial assistance agreements, any amendments, and any grant-related documents thereto.

RESOLUTION 2018-7-1

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: 2018 WATER RECLAMATION AND REUSE PROGRAM FUNDING FOR FISCAL YEAR 2018 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 JOINT IEUA-JURUPA COMMUNITY SERVICES DISTRICT (JCSD) RECYCLED WATER INTERTIE PROJECT (for full text, see Resolution Book)

RESOLUTION 2018-7-2

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: 2018 WATER RECLAMATION AND REUSE PROGRAM FUNDING FOR FISCAL YEAR 2018 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 IEUA-POMONA-MONTE VISTA WATER DISTRICT (MVWD) RECYCLED WATER INTERTIE PROJECT (for full text, see Resolution Book)

E. The Board:

1. Adopted a Notice of Determination (NOD), approving and adopting Addendum No. 2 to the Mitigated Negative Declaration for Jurupa Community Services District Recycled Water Expansion as a CEQA-responsible agency; and

Continued...

M2018-7-1 continued.

2. Authorized the General Manager to file the NOD with the San Bernardino County and Riverside County Clerks of the Board.

F. The Board:

1. Awarded a service contract for the RP-4 Process Painting to Tony Painting, for a not-to-exceed amount of \$268,450; and
2. Authorize the General Manager to execute the service contract.

G. The Board:

1. Awarded a construction contract for the 8th Street Basin Recycled Water Retrofit, Project No. EN17039, to Schuler Constructors in the amount of \$250,367; and
2. Authorized the General Manager to execute the construction contract subject to non-substantive changes.

H. The Board:

1. Awarded a construction contract for the Agency-wide Light Pole Replacement and Upgrades, Project No. EN18039, to Southern Contracting Company in the amount of \$236,700; and
2. Authorized the General Manager to execute the construction contract subject to non-substantive changes.

I. The Board:

1. Awarded a consulting engineering services contract for the SCADA Enterprise System, RP-1 Migration, Project No. EN13016.05, to Arcadis U.S., Inc. for a not-to-exceed amount of \$246,300; and
2. Authorized the General Manager to execute the consulting engineering services contract subject to non-substantive changes.

J. *PULLED*

K. The Board:

1. Approved the budget amendment of \$450,000 for the Chino Basin Water Bank Program, Project No. WR18028 and corresponding reimbursements;
2. Approved a contract amendment for professional consulting services related to Arcadis U.S., Inc. for the not-to-exceed amount of \$484,584; and
3. Authorized the General Manager to execute the contract amendment subject to non-substantive changes.

ACTION ITEM

ENGINEERING SERVICES MASTER CONTRACTS AWARD

Manager of Engineering Shaun Stone stated that the master contracts will provide a flexible option for proposals from consultants. This provides flexibility for project managers and a resource for timely engineering assistance. The contracts will also provide emergency support on occasions where the Agency is in need of engineering assistance, structural calculations, or review of items for emergency plant repair. He gave a review of consultant selection and staff recommendation. Discussion ensued regarding the financial aspects of the contracts.

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

M2018-7-2

MOVED, to:

1. Award a three-year master service contract for Task Order/On-Call Engineering Services to GHD, Kennedy-Jenks Consulting, Stantec, Arcadis, Michael Baker International, and WSC with options for up to four one-year extensions;
2. Contracts shall be limited to a single shared aggregate not-to-exceed amount of \$15,000,000; and
3. Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) CALL FOR ELECTION FOR SEAT A, SOUTHERN NETWORK

Executive Manager of Finance & Administration/AGM Christina Valencia stated the Agency is a regular member of the California Special District Association (CSDA), who holds annual elections. As a regular member, the Agency receives one vote. CSDA has six networks, each of which is comprised of three seats. There are two candidates for an open seat in the Southern Network. She stated that the backgrounds for both candidates are attached to the Board letter. Ms. Jo MacKenzie is the incumbent and has been affiliated with CSDA for 26 years and held various positions. Mr. Joseph Kelly has been with CSDA for three and a half years. They are both elected officials in their respective districts. She stated that both candidates are being brought before the Board for consideration and recommendation. Director Hofer stated that he would vote for Ms. MacKenzie as she brings vast experience to the Board and is in the field of water. Director Parker stated that she agreed with Director Hofer.

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

M2018-7-3

MOVED, to cast a vote on behalf of Inland Empire Utilities Agency for CSDA's 2018 Board of Directors' election for Seat A, Southern Network for Ms. Jo MacKenzie, Vista Irrigation District.

RP-1 PRIMARY EFFLUENT CONVEYANCE CONSTRUCTION CONTRACT AWARD

Manager of Engineering Shaun Stone gave a brief overview of the location and background of the project, contractor selection process, project budget and schedule, and staff recommendations.

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

M2018-7-4

MOVED, to:

1. Award a construction contract for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, Kiewit Infrastructure West Co., in the amount of \$4,519,000;
2. Approve a contract amendment to Stantec Consulting Service Inc., for engineering services during construction for the not-to-exceed amount of \$302,500; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

MASTER SERVICE CONTRACT FOR THE REPAIR, REBUILD, OR REFURBISHMENT OF ROTATING MACHINERY

Manager of Operations & Maintenance Chander Letulle stated that the Agency has numerous complex rotating machinery, including compressors, blowers, and large pumps and motors. All this equipment requires repair or refurbishment, which requires large workshops, specialized equipment, and experienced staff. Historically, the Agency has contracted with companies such as Vaughan's Industrial Repair for this type of work. He gave an overview of the process of making repairs. He stated that this contract will provide a turn-key service and Vaughan's Industrial Repair will be responsible to remove, repair, and reinstall the equipment. It also will allow Vaughan's to perform some on-site repair services. He stated that this new contract will allow staff to spend more time on preventative and predictive maintenance and support of its reliability centered maintenance program.

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

M2018-7-5

MOVED, to:

1. Approve the award of Contract No. 4600002562 to Vaughan's Industrial Repair, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$1,500,000 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to execute the contract.

FORCE MAIN IMPROVEMENTS CONSULTANT CONTRACT AWARD

Manager of Engineering Shaun Stone stated that in February 2018, a contractor broke the Philadelphia Force Main. The Agency mitigated the flow at that time and the event highlighted the need to prioritize this project, which was originally planned to take place in a couple years. It also caused the Agency to take a closer look at the other force mains. He presented a brief overview of the scope of work for the projects, consultant selection process, project budget and schedule, and staff recommendations.

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

M2018-7-6

MOVED, to:

1. Award a consulting engineering services contract for the Force Main Improvements, Project Nos. EN23002 and EN19025, to GHD for a not-to-exceed amount of \$873,696; and
2. Authorize the General Manager to execute the consulting engineering services contract subject to non-substantive changes.

RP-1 & RP-5 EXPANSION OFFICE ENGINEER SUPPORT SERVICES CONTRACT AWARD

Manager of Engineering Shaun Stone stated that the RP-1 Capacity Recover Project's 30 percent design will generate about 5,000 pieces of information and RP-5 Liquids Treatment Expansion Project will generate about 10,000 pieces of information. The Agency's standard review time for all documents is about three weeks. Staff feels that they will not be able to conduct a meaningful and thorough review of all documents in this time frame. This contract award will allow the Agency to access experts, who are experienced in completing these projects. He gave a brief overview of the consultant selection, budget and schedule for the RP-1 and RP-5 projects, and staff recommendations.

Upon motion by Director Hall, seconded by Director Parker, and unanimously carried:

M2018-7-7

MOVED, to:

1. Award a consultant contract for the RP-5 Liquids Treatment Expansion, RP-5 Solids Treatment Facility, and RP-1 Capacity Recovery, Project Nos. EN19001, EN19006, EN24001, and EN24002 for office engineer support services to CDM Smith, Inc. for the not-to-exceed amount of \$1,250,000; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

INFORMATION ITEMS

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATE

Deputy Manager of Engineering Jerry Burke gave a PowerPoint presentation on the Engineering and Construction Management project updates. He provided updates on the following projects: EN18036-CCWRF Asset Management and Improvements-III; EN18037-CCWRF Asset Management and Improvements-II; RW15003.03-Montclair Basin Improvements; WR15021-

Napa Lateral; PA17006.02-RP-5 Aeration Panel Replacement; EN14019.00-RP-1 Headworks; and EN18055-Headquarters Roofing.

Discussion ensued regarding the regulations given by the South Coast Air Quality Management District.

MWD UPDATE

Senior Engineer Jason Pivovarov gave an update on the California Water Fix. This item was brought to the Board in April 2018 for the project's participation and funding for the full project. Since that time, there has been two organizations that have alleged Brown Act violations. MWD responded disagreeing with these allegations and in full public transparency brought the item back to the Board in July. The motion passed again with a majority vote. A Joint Powers Authority (JPA) was approved by the State Water Contractors for the design and construction and has an arrangement with Department of Water Resources (DWR) to progress the project to the next stages.

CBWM UPDATE

Executive Manager of Engineering/AGM Chris Berch gave an update on the June 28, 2018 CBWM Meeting. He stated that there was a task order that was approved with Wildermuth to support the groundwater integrated model and the Habitat Conservation Plan (HCP) effort along the Santa Ana River, a joint initiative between IEUA and CBWM. They received and filed the 2017 Habitat Sustainability Adaptive Management Plan Report and there was an advisory committee request for CBWM's assistance.

Under the General Manager's report, Mr. Peter Kavounas made a special recognition of IEUA's success, specifically in the recharge master plan process. Mr. Kavounas recognized that the Agency had received a \$750,000 grant from United States Bureau of Reclamation (USBR) for its Project 23. To date, the Agency has received \$1.1 million in agreements for grants from the federal government and \$9.8 in grants from the state, placing the Agency at about 50 to 60 percent grant funded on a project that was approved to move forward without any grant funding.

SAWPA UPDATE

Source Control/Environmental Resources Supervisor Craig Proctor stated that he had provided copies of some brochures that were provided at the July 17, 2018, SAWPA Commission Meeting regarding roundtables and task forces. He stated that the Commission approved additional grant funding to the Cities of Chino, Chino Hills, and Hemet for the conservation-based water rates projects. This program was initially set up to incentivize retail water agencies to transfer to budget-based rates. Both the City of Chino and Chino Hills are eligible to receive up to \$450,000 in grant funding.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

TREASURER'S REPORT OF FINANCIAL AFFAIRS

PUBLIC OUTREACH AND COMMUNICATION

LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES

LEGISLATIVE REPORT FROM WEST COAST ADVISORS

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

FEDERAL LEGISLATIVE TRACKING MATRIX

STATE LEGISLATIVE TRACKING MATRIX

FISCAL YEAR 2017/18 THIRD QUARTER BUDGET VARIANCE, PERFORMANCE GOAL UPDATES, AND BUDGET TRANSFERS

2017 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

4TH QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE

AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

Director Hall had nothing additional to report.

MWD REPORT

Director Camacho stated that the California Water Fix vote was retaken and passed unanimously.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The July 5, 2018 Regional Sewerage Program Policy Committee meeting was cancelled. The next meeting is scheduled for Thursday, August 2, 2018.

CHINO BASIN WATERMASTER REPORT

There was nothing additional to report.

CHINO BASIN DESALTER AUTHORITY REPORT

Director Hall had nothing additional to report.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

The next meeting dates are as follows:

August 6, 2018

November 5, 2018

GENERAL MANAGER'S REPORT

Acting General Manager Christina Valencia stated that General Manager Halla Razak asked her to recognize Executive Manager of Engineering/AGM Chris Berch and Manager of Engineering Shaun Stone for their leadership of the engineering department. The Agency did not have a good reputation amongst contractors in the industry for a long period of time. Under Mr. Berch and Mr. Stone's leadership, the Agency's reputation has improved. This has helped the Agency gain outreach and participation in the Agency's bids and have also reduced the Agency's costs in contingency rates.

BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

Director Hall asked a question regarding the Agency's solar panels. She stated that she had read an article about inverters and she inquired about how the Agency knows if the inverters are performing at 100 percent and if the Agency is losing any marginal performance. She requested a workshop to review the Agency's energy performance and how the Agency is ensuring maximum performance and maximizing savings.

DIRECTORS' COMMENTS

Director Hall stated that she appreciated the Agency's public outreach and communication newsletter including all the associations the Agency is a part of, staff's participation, and information of how the Agency is interacting with the member agencies. Director Hall stated that she attended the Association of San Bernardino County Special District meeting on July 16.

CLOSED SESSION

The Board decided to forego the closed session items until General Manager Halla Razak's return.

With no further business, Vice President Camacho adjourned the meeting at 10:56 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: AUGUST 15, 2018



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

**WEDNESDAY, AUGUST 1, 2018
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

Kati Parker

STAFF PRESENT:

Chris Berch, Executive Manager of Engineering/AGM
Randy Lee, Executive Manager of Operations/AGM
Joshua Aguilar, Senior Engineer
Blanca Arambula, Deputy Manager of Human Resources
Lucia Diaz, Facilities Program Supervisor
Connie Gibson, Executive Assistant
Warren Green, Manager of Contracts & Procurement
Linda Johnson, Records Management Supervisor
Sylvie Lee, Manager of Planning & Environmental Resources
Chander Letulle, Manager of Operations & Maintenance
Mark Lopez, Human Resources Officer
Lisa Morgan-Perales, Senior Water Resources Analyst
Martin Pinon, Interim Human Resources Manager
Sarah Recinto, Assistant Engineer
Rachael Solis, Supervisor of Engineering Administration
Shaun Stone, Manager of Engineering
April Woodruff, Board Secretary/Office Manager
Jeff Ziegenbein, Manager of Regional Compost Operations

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Joan Heithoff, CEA

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 10:01 a.m. and Director Hofer 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. There were no changes/additions/deletions to the agenda.

WORKSHOP

IEUA ENERGY MANAGEMENT PROGRAM

Executive Manager of Engineering/AGM Chris Berch presented a history of the energy management program, where the program is today, and where the Agency is planning to go in the future. He stated that energy management is a core function of the Agency because energy management is the largest single non-labor operational cost, the biggest opportunity for cost containment, and many of the assets the Agency has invested in over time has provided resiliency in the energy market. He gave an overview of the Agency's operating costs, Agency-wide electrical usage, historical utility costs, various energy management assets at the different facilities, solar efficiency, a case study of RP-1, and the next steps for the Agency.

(Director Camacho left the Board meeting room at 10:29 a.m.)

(Director Camacho re-entered the Board meeting room at 10:30 a.m.)

Discussion ensued regarding the yearly cost savings for various energy saving programs and its effect on the EDU rates, potential partnerships with the gas company in looking at the beneficial uses of the biogas, the natural gas British Thermal Unit (BTU) value, the source of natural gas, and available fact sheets on the Agency's energy saving programs.

ORGANICS DIVERSION NEW LAWS AND SIGNIFICANT CHANGES

Manager of Regional Compost Operations Jeff Ziegenbein stated that policy changes are taking place and gave an overview of how these policy changes may affect the Agency and the Inland Empire Regional Composting Authority (IERCA). California is taking a leading role in combatting climate change and a large part of their program is committed to reducing green house gases. This is directly related to organics that are placed in landfills that decompose without oxygen, emitting methane. California creates about 75 million tons of solid waste and more than half is currently going into the landfill system. He stated that the state currently has a mandate and a goal to reach 75 percent in recycling. The state is looking to increase the organics recycling amount, which is 33 percent of the 44 percent that is being recycled and diverted from landfills. He gave an overview of the process of organics recycling, California mandates, forecasts, California's current capacity, wastewater treatment plants, California compost industry, CalRecycle's Regions, regional challenges, IERCA, and next steps.

Discussion ensued about how the Agency can work in policy development at the state level, the committees the Agency is a part of, the implementation of the state mandates and penalties, coordination with member agencies, and agricultural use of compost.

CLOSED SESSION

President Elie stated that he was informed that there will be no closed session.

ACTION ITEM

ADOPTION OF RESOLUTION 2018-8-2 THROUGH 2018-8-8 APPROVING MOU, PERSONNEL MANUALS, AND SALARY MATRIX FOR SIX EMPLOYEE GROUPS

Interim Human Resources Manager Martin Pinon stated that there are four labor contracts that have reached agreements. Resolutions reflecting these agreements, changes to personnel manuals for the Unrepresented and Executive Management Employees, and a new salary matrix are being brought forward to be approved by the Board. Lastly, the Board is being asked to authorize the General Manager to enter into all agreements. He stated that one contract reached agreement the day prior and will be brought to the Board on August 15, 2018.

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

M2018-8-1

MOVED, to:

1. Adopt Resolution Nos. 2018-8-2 through 2018-8-5, approving Memorandum of Understandings (MOUs) for all employees of the General, Laboratory, Professional, and Supervisors' Units;

RESOLUTION 2018-8-2
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR LABORATORY UNIT EMPLOYEES (for full text, see Resolution Book)

RESOLUTION 2018-8-3
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR SUPERVISORS' UNIT EMPLOYEES (for full text, see Resolution Book)

RESOLUTION 2018-8-4
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR GENERAL UNIT EMPLOYEES (for full text, see Resolution Book)

RESOLUTION 2018-8-5
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL UNIT EMPLOYEES (for full text, see Resolution Book)

2. Adopt Resolution Nos. 2018-8-6 and 2018-8-7, approving the Personnel Manuals for all Unrepresented and Executive Management Employees, respectively;

Continued...

M2018-8-1 continued.

RESOLUTION 2018-8-6

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE PERSONNEL MANUAL FOR UNREPRESENTED EMPLOYEES (for full text, see Resolution Book)

RESOLUTION 2018-8-7

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE PERSONNEL MANUAL FOR EXECUTIVE MANAGEMENT EMPLOYEES
(for full text, see Resolution Book)

3. Adopt Resolution No. 2018-8-8, approving the Salary Schedule/Matrix; and

RESOLUTION 2018-8-8

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT OF THE UNREPRESENTED, EXECUTIVE MANAGEMENT, LABORATORY UNIT, PROFESSIONAL UNIT, GENERAL UNIT AND SUPERVISORS' UNIT SALARY SCHEDULE/MATRIX (for full text, see Resolution Book)

4. Authorize the General Manager to execute the MOUs for the General, Laboratory, Professional, and Supervisors' Units; and make the necessary changes to the Personnel Manuals effecting the Unrepresented and Executive Management Employees.

President Elie thanked Mr. Pinon for his efforts on behalf of the Agency. General Manager Halla Razak thanked the leadership of the different unions. She stated that a successful negotiation takes two sides, they have been cooperative partners, and this is a good start for the upcoming three years. President Elie also thanked staff for going through the challenging process. Director Hall stated that involving staff in the process displayed collaboration and team work as issues were able to be conveyed and heard.

President Elie stated that Mr. Philip L. Anthony, who had been on the Orange County Water District Board, for 37 years passed away on July 26, 2018.

With no further business, President Elie adjourned the meeting in memory of Director Philip L. Anthony at 11:13 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: AUGUST 15, 2018

**CONSENT
CALENDAR
ITEM**

4B

Date: August 15, 2018

To: The Honorable Board of Directors

Committee: Finance & Administration

From: Halla Razak, General Manager

HR

08/08/18

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Report on General Disbursements

Executive Summary:

Total disbursements for the month of June 2018 were \$18,474,647.05. Disbursement activity included check payments of \$6,149,440.87 to vendors and \$2,000.35 for worker's compensation related costs. Electronic payments included Automated Clearing House (ACH) of \$3,326,070.38 and wire transfers (excluding payroll) of \$7,570,687.83. Total payroll was \$1,419,738.05 for employees and \$6,709.57 for the Board of Directors.

Staff's Recommendation:

1. Approve the total disbursements for the month of June 2018, in the amount of \$18,474,647.05.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

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

Attachments:

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

Background

Subject: Report on General Disbursements

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

Table 1: Disbursement Details

Attachment	Payment Type	Amount
2A	Vendor Checks	\$ 6,149,440.87
2B	Workers' Comp Checks	\$ 2,000.35
2C	Vendor ACHs	\$ 3,326,070.38
2D	Vendor Wires (excludes Payroll)	\$ 7,570,687.83
2E	Payroll-Net Pay-Directors	\$ 6,709.57
2F	Payroll-Net Pay-Employees	\$ 1,419,738.05
Total Disbursements		\$18,474,647.05

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

Vendor	Amount	Description
MWD	\$ 4,219,250.33	March 2018 Water Purchases
CALPERS	\$ 2,000,000.00	CalPERS OPEB Unfunded Liability
SWRCB	\$ 1,616,720.97	SRF Rpymt #13 C064846-140 SRF Rpymt #10 C064899-110
GENESIS CONSTRUCTION	\$ 793,837.00	PA17006.02-Agency-Wide Aeration - 4/18 Pay Est 3 & 5/18 Pay Est 4
PARSONS WATER & INFRASTRUCTURE	\$ 767,702.69	EN19001-RP-5 Expansion to 30 mgd / EN19006 - RP5 Bio-Solids Facility - 4/7-5/4 Prof Svcs
PERS	\$ 638,793.38	06/18 Health Ins / P/R 12, 13 Def Comp
JF SHEA CONSTRUCTION	\$ 597,206.39	EN17110.01-5/18 RP-4 Trident Filters Rehabilitation - Pay Est 3
IRS	\$ 576,231.06	P/R 12, 13: Dir 006 Payroll Taxes

Attachment 2A

Vendor Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register
 CRB Disbursement Account - June 2018

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 User: CCAMPBELL
 Page: 1

Bank		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
224340	2200091486	06/07/2018	USD	5,316.57	10-8 RETROFIT INC ONTARIO CA	06/20/2018
224341	2200091433	06/07/2018	USD	1,520.41	AIRGAS WEST INC PASADENA CA	06/11/2018
224342	2200091502	06/07/2018	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS TX	06/21/2018
224343	2200091471	06/07/2018			voided by PJACKSON - Printed incorrectly	06/13/2018
224344	2200091472	06/07/2018	USD	3,140.00	AMP MECHANICAL INC COSTA MESA CA	06/12/2018
224345	2200091427	06/07/2018	USD	235.24	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/11/2018
224346	2200091476	06/07/2018	USD	276.77	ASAP INDUSTRIAL SUPPLY FONTANA CA	06/12/2018
224347	2200091449	06/07/2018	USD	32.00	ASSOC SAN BERNARDINO CNTY SPECSAN BERNARDINO CA	06/25/2018
224348	2200091478	06/07/2018	USD	581.53	AUTOZONE INC ATLANTA GA	06/12/2018
224349	2200091481	06/07/2018	USD	1,192.49	BERLIN PACKAGING LLC CHICAGO IL	06/12/2018
224350	2200091500	06/07/2018	USD	1,422.15	BURRTEC WASTE INDUSTRIES INC FONTANA CA	06/13/2018
224351	2200091440	06/07/2018	USD	85.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	06/15/2018
224352	2200091483	06/07/2018	USD	8,076.42	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	06/11/2018
224353	2200091513	06/07/2018	USD	331.17	CAMACHO, MICHAEL CHINO HILLS CA	06/11/2018
224354	2200091509	06/07/2018	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/12/2018
224355	2200091448	06/07/2018	USD	311,213.56	CAROLLO ENGINEERS INC SALT LAKE CITY UT	06/12/2018
224356	2200091456	06/07/2018	USD	5,861.00	CASC ENGINEERING AND CONSULTINGCOLTON CA	06/13/2018
224357	2200091469	06/07/2018	USD	2,777.89	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/14/2018
224358	2200091507	06/07/2018	USD	394.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	06/12/2018
224359	2200091495	06/07/2018	USD	1,040.71	CITY OF CHINO CHINO CA	06/13/2018
224360	2200091423	06/07/2018	USD	21.91	CITY RENTALS INC ONTARIO CA	06/14/2018
224361	2200091473	06/07/2018	USD	5,454.51	CRB SECURITY SOLUTIONS WESTMINSTER CA	06/13/2018
224362	2200091463	06/07/2018	USD	1,340.83	CS-AMSCO HUNTINGTON BEACH CA	06/14/2018
224363	2200091496	06/07/2018	USD	222.65	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	06/12/2018
224364	2200091475	06/07/2018	USD	1,140.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	06/12/2018
224365	2200091460	06/07/2018	USD	281.23	DELL SERVICE SALES OAKLAND CA	06/11/2018
224366	2200091458	06/07/2018	USD	2,452.11	DESERT PUMPS AND PARTS INC BELLA VISTA AR	06/14/2018
224367	2200091454	06/07/2018	USD	30,409.48	DUDEK & ASSOCIATES INC ENCINITAS CA	06/12/2018
224368	2200091425	06/07/2018	USD	456.31	FISHER SCIENTIFIC LOS ANGELES CA	06/11/2018
224369	2200091499	06/07/2018	USD	1,002.34	FONTANA WATER COMPANY FONTANA CA	06/13/2018
224370	2200091506	06/07/2018	USD	473.38	FRANCHISE TAX BOARD SACRAMENTO CA	06/22/2018
224371	2200091501	06/07/2018	USD	1,057.28	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	06/13/2018
224372	2200091494	06/07/2018	USD	35,365.00	GARRATT CALLAHAN COMPANY BURLINGAME CA	06/13/2018
224373	2200091468	06/07/2018	USD	9,380.18	GEI CONSULTANTS INC BOSTON MA	06/12/2018
224374	2200091490	06/07/2018	USD	7,640.00	GILLIS + PANICHAPAN ARCHITECTSCOSTA MESA CA	06/12/2018
224375	2200091434	06/07/2018	USD	4,570.78	GRAINGER PALATINE IL	06/13/2018
224376	2200091459	06/07/2018	USD	2,303.15	HACH COMPANY CHICAGO IL	06/11/2018
224377	2200091512	06/07/2018	USD	35.92	HAWES, STEPHANIE CHINO HILLS CA	06/20/2018
224378	2200091426	06/07/2018	USD	481.64	HOME DEPOT CREDIT SERVICES PHOENIX AZ	06/12/2018
224379	2200091503	06/07/2018	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	06/11/2018
224380	2200091465	06/07/2018	USD	4,197.95	KAESER COMPRESSORS FREDERICKSBURG VA	06/12/2018
224381	2200091493	06/07/2018	USD	43,796.39	KEARNS & WEST SAN FRANCISCO CA	06/13/2018
224382	2200091477	06/07/2018	USD	160.72	KIM'S MASTER AUTO REPAIR CHINO CA	06/12/2018
224383	2200091443	06/07/2018	USD	4,274.57	KONICA MINOLTA BUSINESS SOLUTIONSPASADENA CA	06/11/2018

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register
 CEB Disbursement Account - June 2018

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Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
224428	2200091444	06/07/2018	USD	3,715.19	WASTE MANAGEMENT OF LOS ANGELES CA	06/12/2018	
224429	2200091439	06/07/2018	USD	2,087.00	WATER EDUCATION FOUNDATION SACRAMENTO CA	06/13/2018	
224430	2200091467	06/07/2018	USD	2,350.00	ZASIO ENTERPRISES INC EAGLE ID	06/13/2018	
224431	2200091589	06/14/2018	USD	1,772.19	10-8 RETROFIT INC ONTARIO CA	06/20/2018	
224432	2200091596	06/14/2018	USD	4,581.00	AHAMAD HARB TORRANCE CA	07/02/2018	
224433	2200091586	06/14/2018	USD	29,700.70	ALTA PACIFIC BANK TEMECULA CA	06/19/2018	
224434	2200091574	06/14/2018	USD	5,947.10	AMP MECHANICAL INC COSTA MESA CA	06/18/2018	
224435	2200091550	06/14/2018	USD	98.07	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/18/2018	
224436	2200091575	06/14/2018	USD	329.55	ASAP INDUSTRIAL SUPPLY FONTANA CA	06/19/2018	
224437	2200091581	06/14/2018	USD	265.05	BAY CITY ELECTRIC WORKS FOWAY CA	06/20/2018	
224438	2200091610	06/14/2018	USD	58.32	BOUGHAN, ARIN CHINO HILLS CA	06/19/2018	
224439	2200091583	06/14/2018	USD	17,341.79	BRIGHTVIEW LANDSCAPE SERVICES PASADENA CA	06/18/2018	
224440	2200091585	06/14/2018	USD	17,092.87	BUSINESS CARD WILMINGTON DE	06/18/2018	
224441	2200091562	06/14/2018	USD	15,273.00	CALIFORNIA BOILER INC HUNTINGTON BEACH CA	06/18/2018	
224442	2200091573	06/14/2018	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	06/20/2018	
224443	2200091584	06/14/2018	USD	31,388.89	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	06/18/2018	
224444	2200091557	06/14/2018	USD	123,307.06	CAROLLO ENGINEERS INC SALT LAKE CITY UT	06/19/2018	
224445	2200091565	06/14/2018	USD	12,036.86	CASC ENGINEERING AND CONSULTINCOLTON CA	06/20/2018	
224446	2200091564	06/14/2018	USD	174.24	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	06/19/2018	
224447	2200091571	06/14/2018	USD	2,714.51	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/22/2018	
224448	2200091556	06/14/2018	USD	370.44	CITY OF CHINO CHINO CA	06/27/2018	
224449	2200091597	06/14/2018	USD	533.60	CITY OF CHINO CHINO CA	06/18/2018	
224450	2200091547	06/14/2018	USD	206.20	CITY RENTALS INC ONTARIO CA	06/20/2018	
224451	2200091595	06/14/2018	USD	51,787.00	COMPLETE PAPERLESS SOLUTIONS LANAHEIM CA	06/18/2018	
224452	2200091579	06/14/2018	USD	16,701.46	CONSERV CONSTRUCTION INC MENIFEE CA	06/18/2018	
224453	2200091599	06/14/2018	USD	55.20	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	06/19/2018	
224454	2200091572	06/14/2018	USD	1,866.95	CUMMINS PACIFIC LLC LOS ANGELES CA	06/19/2018	
224455	2200091587	06/14/2018	USD	225.00	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	06/18/2018	
224456	2200091554	06/14/2018	USD	165.03	DME INC SANTA FE SPRINGS CA	06/19/2018	
224457	2200091592	06/14/2018	USD	44,354.93	DXP ENTERPRISES INC DALLAS TX	06/18/2018	
224458	2200091558	06/14/2018	USD	627.47	ENVIRONMENTAL EXPRESS CHARLESTON SC	06/20/2018	
224459	2200091548	06/14/2018	USD	3,016.98	FISHER SCIENTIFIC LOS ANGELES CA	06/18/2018	
224460	2200091576	06/14/2018	USD	11,610.15	FLEXIM AMERICAS CORPORATION EDGEWOOD NY	06/19/2018	
224461	2200091604	06/14/2018	USD	5,041.85	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	06/22/2018	
224462	2200091570	06/14/2018	USD	53,909.00	GEI CONSULTANTS INC BOSTON MA	06/19/2018	
224463	2200091578	06/14/2018	USD	1,248.00	GHD PASADENA CA	06/18/2018	
224464	2200091553	06/14/2018	USD	4,050.33	GRAINGER PALATINE IL	06/20/2018	
224465	2200091549	06/14/2018	USD	314.03	HOME DEPOT CREDIT SERVICES PHOENIX AZ	06/21/2018	
224466	2200091561	06/14/2018	USD	2,097.41	HORIZON TECHNOLOGY SALEM NH	06/22/2018	
224467	2200091594	06/14/2018	USD	3,859.61	HOWDEN ROOTS LLC CONNERSVILLE IN	06/18/2018	
224468	2200091568	06/14/2018	USD	165.84	I D SYSTEMS & SUPPLIES CO LOMITA CA	06/29/2018	
224469	2200091605	06/14/2018	USD	10.00	IGNACIO, JOEL CHINO HILLS CA		
224470	2200091566	06/14/2018	USD	8,142.87	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	06/20/2018	
224471	2200091593	06/14/2018	USD	15,526.43	INTERA INCORPORATED AUSTIN TX	06/20/2018	

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Acct number	CHECK	231167641				
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
224472	2200091588	06/14/2018	USD	500.00	JUAN F ZAMORA MURRIETA CA	
224473	2200091577	06/14/2018	USD	162.25	KIM'S MASTER AUTO REPAIR CHINO CA	06/18/2018
224474	2200091560	06/14/2018	USD	3,366.72	LEE & RO INC CITY OF INDUSTRY CA	06/25/2018
224475	2200091603	06/14/2018	USD	951.54	LEVEL 3 COMMUNICATIONS LLC DENVER CO	06/20/2018
224476	2200091555	06/14/2018	USD	630.24	MAG SYSTEMS INC MONROVIA CA	06/19/2018
224477	2200091590	06/14/2018	USD	1,442.53	MANAGED MOBILE INC PLACENTIA CA	06/20/2018
224478	2200091611	06/14/2018	USD	25.02	MANILLA, LAURA CHINO HILLS CA	06/19/2018
224479	2200091582	06/14/2018	USD	112.00	MICROAGE PHOENIX AZ	06/18/2018
224480	2200091569	06/14/2018	USD	994.80	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	06/19/2018
224481	2200091607	06/14/2018	USD	115.00	NOH, BRIAN CHINO HILLS CA	06/19/2018
224482	2200091598	06/14/2018	USD	6,914.52	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	06/20/2018
224483	2200091608	06/14/2018	USD	57.44	ORTIZ, BRIAN CHINO HILLS CA	06/18/2018
224484	2200091552	06/14/2018	USD	317.43	PETTY CASH EXPENDITURES CHINO CA	06/26/2018
224485	2200091609	06/14/2018	USD	142.75	PIVOVAROFF, JASON CHINO HILLS CA	06/18/2018
224486	2200091591	06/14/2018	USD	15,722.77	PRIORITY BUILDING SERVICES LLCBREA CA	06/19/2018
224487	2200091551	06/14/2018	USD	2,577.38	ROYAL INDUSTRIAL SOLUTIONS LOS ANGELES CA	06/20/2018
224488	2200091606	06/14/2018	USD	35.97	SCHERCK, JOHN CHINO HILLS CA	06/18/2018
224489	2200091612	06/14/2018	USD	361.00	SELIO, RICHARD CHINO HILLS CA	06/29/2018
224490	2200091600	06/14/2018	USD	328,990.26	SO CALIF EDISON ROSEMEAD CA	07/02/2018
224491	2200091601	06/14/2018	USD	150.77	SO CALIF GAS MONTEREY PARK CA	06/20/2018
224492	2200091580	06/14/2018	USD	1,198.00	STAFFING NETWORK LLC CAROL STREAM IL	06/22/2018
224493	2200091567	06/14/2018	USD	1,279,103.67	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	06/19/2018
224494	2200091563	06/14/2018	USD	120.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/21/2018
224495	2200091602	06/14/2018	USD	457.12	VERIZON BUSINESS ALBANY NY	06/18/2018
224496	2200091559	06/14/2018	USD	1,026.27	VERIZON WIRELESS DALLAS TX	06/22/2018
224497	2200091719	06/21/2018	USD	5,316.57	10-8 RETROFIT INC ONTARIO CA	06/20/2018
224498	2200091698	06/21/2018	USD	811.57	ABATIX CORPORATION SANTA FE SPRINGS CA	07/09/2018
224499	2200091665	06/21/2018	USD	713.47	ACCUSTANDARD INC NEW HAVEN CT	06/26/2018
224500	2200091693	06/21/2018	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	06/28/2018
224501	2200091711	06/21/2018	USD	5,000.00	ADVANCED RIGGERS & MILLWRIGHTSRIVERSIDE CA	06/26/2018
224502	2200091684	06/21/2018	USD	570.00	AIR RESOURCES BOARD SACRAMENTO CA	06/28/2018
224503	2200091655	06/21/2018	USD	154.38	AIRGAS WEST INC PASADENA CA	07/03/2018
224504	2200091683	06/21/2018	USD	21,414.00	ALLIANT INSURANCE SERVICES INCNEWPORT BEACH CA	06/25/2018
224505	2200091714	06/21/2018	USD	94,794.32	ALLISON MECHANICAL, INC. REDLANDS CA	06/26/2018
224506	2200091761	06/21/2018	USD	344.79	ALONSO, RON CHINO HILLS CA	06/27/2018
224507	2200091694	06/21/2018	USD	684.36	ALTA FOODCRAFT COFFEE LONG BEACH CA	06/25/2018
224508	2200091717	06/21/2018	USD	12,080.20	ALTA PACIFIC BANK TEMECULA CA	06/26/2018
224509	2200091688	06/21/2018	USD	400.00	AMP MECHANICAL INC COSTA MESA CA	06/25/2018
224510	2200091696	06/21/2018	USD	227.30	ASAP INDUSTRIAL SUPPLY FONTANA CA	06/26/2018
224511	2200091676	06/21/2018	USD	2,389.90	ASCO POWER SERVICES INC CHICAGO IL	06/25/2018
224512	2200091777	06/21/2018	USD	129.25	ASPRER, KEVIN CHINO HILLS CA	06/27/2018
224513	2200091703	06/21/2018	USD	201.51	AUTOZONE INC ATLANTA GA	06/22/2018
224514	2200091697	06/21/2018	USD	32,774.88	BAGHOUSE & INDUSTRIAL SHEET MECORONA CA	06/26/2018
224515	2200091721	06/21/2018	USD	18,003.70	BANNER BANK SACRAMENTO CA	06/26/2018

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224516	2200091754	06/21/2018	USD	350.00	BARKER, JOHN MICHAEL CHINO HILLS CA		06/27/2018
224517	2200091707	06/21/2018	USD	876.17	BERLIN PACKAGING LLC CHICAGO IL		06/27/2018
224518	2200091731	06/21/2018	USD	94,064.72	BEST CONTRACTING SERVICES INC GARDENA CA		06/26/2018
224519	2200091727	06/21/2018	USD	4,392.67	BETSY JACOBSON AND ASSOCIATES ENCINITAS CA		
224520	2200091738	06/21/2018	USD	4,297.43	BURRTEC WASTE INDUSTRIES INC FONTANA CA		06/28/2018
224521	2200091715	06/21/2018	USD	500.00	CALAFOD SACRAMENTO CA		06/28/2018
224522	2200091657	06/21/2018	USD	289.25	CALIF DEPT OF FISH AND WILDLIFSACRAMENTO CA		
224523	2200091661	06/21/2018	USD	265.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA		06/29/2018
224524	2200091710	06/21/2018	USD	11,518.75	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA		06/26/2018
224525	2200091758	06/21/2018	USD	350.00	CAMBIASO, PIETRO CHINO HILLS CA		06/22/2018
224526	2200091751	06/21/2018	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL		06/26/2018
224527	2200091647	06/21/2018	USD	15,450.01	CH2M HILL DALLAS TX		06/26/2018
224528	2200091724	06/21/2018	USD	6,971.25	CHEMTRADE CHEMICALS US LLC PARSIPPANY NJ		07/11/2018
224529	2200091662	06/21/2018	USD	240.00	CHINO BASIN WATER CONSERVATIONMONICLAIR CA		06/27/2018
224530	2200091673	06/21/2018	USD	656.75	CHINO VALLEY UNIFIED SCHOOL DICHINO CA		
224531	2200091764	06/21/2018	USD	350.00	CHOU, RONALD CHINO HILLS CA		06/26/2018
224532	2200091686	06/21/2018	USD	1,353.54	CINTAS CORPORATION LOC#150 PHOENIX AZ		06/28/2018
224533	2200091670	06/21/2018	USD	300.47	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH		06/29/2018
224534	2200091748	06/21/2018	USD	394.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA		06/26/2018
224535	2200091702	06/21/2018	USD	14,150.00	CIVIC PUBLICATIONS INC LA VERNE CA		06/28/2018
224536	2200091648	06/21/2018	USD	919.93	COLE FARMER INSTRUMENT CO CHICAGO IL		06/26/2018
224537	2200091744	06/21/2018	USD	347.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC		06/26/2018
224538	2200091781	06/21/2018	USD	172.00	CORREIA, DAVID CHINO HILLS CA		
224539	2200091681	06/21/2018	USD	2,275.70	CS-AMSCO HUNTINGTON BEACH CA		06/25/2018
224540	2200091753	06/21/2018	USD	152.91	DELZER, HARLAN CHINO HILLS CA		07/02/2018
224541	2200091775	06/21/2018	USD	74.00	DIAS, MICHAEL CHINO HILLS CA		
224542	2200091763	06/21/2018	USD	335.21	DIRA, RUEL CHINO HILLS CA		06/22/2018
224543	2200091732	06/21/2018	USD	4,500.00	DKF SOLUTIONS GROUP LLC VALLEJO CA		06/27/2018
224544	2200091755	06/21/2018	USD	350.00	ECHAVARRIA, CAROLYN CHINO HILLS CA		06/25/2018
224545	2200091704	06/21/2018	USD	3,248.33	ENVIRONMENTAL SCIENCE ASSOCIATELK GROVE IL		06/28/2018
224546	2200091750	06/21/2018	USD	2,262.52	FIDELITY SECURITY LIFE INSURANCINCINNATI OH		06/28/2018
224547	2200091650	06/21/2018	USD	1,630.11	FISHER SCIENTIFIC LOS ANGELES CA		06/25/2018
224548	2200091659	06/21/2018	USD	327.63	FLW INC HUNTINGTON BEACH CA		06/25/2018
224549	2200091708	06/21/2018	USD	341.25	FONTANA UNIFIED SCHOOL DISTRICTFONTANA CA		07/02/2018
224550	2200091747	06/21/2018	USD	473.38	FRANCHISE TAX BOARD SACRAMENTO CA		07/03/2018
224551	2200091739	06/21/2018	USD	942.77	FRONTIER COMMUNICATIONS CORP CINCINNATI OH		06/28/2018
224552	2200091658	06/21/2018	USD	19,490.81	GRAINGER PALATINE IL		06/27/2018
224553	2200091712	06/21/2018	USD	157,257.50	GSE CONSTRUCTION COMPANY INC LIVERMORE CA		06/26/2018
224554	2200091728	06/21/2018	USD	232,702.02	GWINDO CONSTRUCTION & ENGINEERONTARIO CA		06/27/2018
224555	2200091785	06/21/2018	USD	300.00	HASSIS, MONICA CHINO HILLS CA		
224556	2200091766	06/21/2018	USD	150.06	HAWES, STEPHANIE CHINO HILLS CA		06/22/2018
224557	2200091730	06/21/2018	USD	82,167.29	HENKELS & MCCOY INC BLUE BELL PA		06/25/2018
224558	2200091772	06/21/2018	USD	350.00	HEREDIA, JOSE CHINO HILLS CA		06/27/2018
224559	2200091768	06/21/2018	USD	350.00	HOLGUIN, GABRIEL CHINO HILLS CA		06/27/2018

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224561	2200091663	06/21/2018	USD	70.00	IAPMA-HR RIVERSIDE CA	06/26/2018
224562	2200091741	06/21/2018	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	
224563	2200091664	06/21/2018	USD	597,206.39	J F SHEA CONSTRUCTION INC WALNUT CA	06/27/2018
224564	2200091734	06/21/2018	USD	269.00	JOSHUA PAPAS CHINO HILLS CA	06/26/2018
224565	2200091760	06/21/2018	USD	131.39	JUAREZ, CRUZ CHINO HILLS CA	
224566	2200091679	06/21/2018	USD	300.25	JURUPA UNIFIED SCHOOL DISTRICT/JURUPA VALLEY CA	
224567	2200091713	06/21/2018	USD	7.97	LAURA LEE ZUBER RANCHO CUCAMONGA CA	
224568	2200091733	06/21/2018	USD	2,115.00	LITTLER MENDELSON PC SAN FRANCISCO CA	06/28/2018
224569	2200091779	06/21/2018	USD	159.74	MAKOWSKI, EDWARD CHINO HILLS CA	06/26/2018
224570	2200091720	06/21/2018	USD	187.16	MANAGED MOBILE INC PLACENTIA CA	06/26/2018
224571	2200091752	06/21/2018	USD	384.00	MARIA FRESQUEZ N LAS VEGAS NV	07/02/2018
224572	2200091782	06/21/2018	USD	280.59	MCCARTHY, CARINA CHINO HILLS CA	06/26/2018
224573	2200091706	06/21/2018	USD	5,383.69	MICROAGE PHOENIX AZ	06/26/2018
224574	2200091718	06/21/2018	USD	250.00	MICRONET COMMUNICATIONS INC PLANO TX	07/02/2018
224575	2200091667	06/21/2018	USD	36.55	MIDPOINT BEARING ONTARIO CA	06/25/2018
224576	2200091660	06/21/2018	USD	521.56	MISCO WATER FOOTHILL RANCH CA	07/02/2018
224577	2200091762	06/21/2018	USD	522.24	MORGAN-PERALES, LISA CHINO HILLS CA	07/02/2018
224578	2200091729	06/21/2018	USD	18,000.00	MUNITEMPS IMPERIAL BEACH CA	06/26/2018
224579	2200091722	06/21/2018	USD	25,200.00	MWH CONSTRUCTORS INC BROOMFIELD CO	06/29/2018
224580	2200091726	06/21/2018	USD	164,260.97	MYERS AND SONS CONSTRUCTION LPSACRAMENTO CA	06/27/2018
224581	2200091780	06/21/2018	USD	173.62	MYKITTA, RICK CHINO HILLS CA	06/29/2018
224582	2200091677	06/21/2018	USD	13,000.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	06/26/2018
224583	2200091671	06/21/2018	USD	163.77	NAUMANN HOBBS MATERIAL HANDLIN/LOS ANGELES CA	06/26/2018
224584	2200091723	06/21/2018	USD	46,361.04	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	06/26/2018
224585	2200091769	06/21/2018	USD	429.00	NOH, BRIAN CHINO HILLS CA	06/26/2018
224586	2200091783	06/21/2018	USD	299.99	OELRICH, JOSHUA CHINO HILLS CA	07/05/2018
224587	2200091649	06/21/2018	USD	793.70	OFFICE DEPOT PHOENIX AZ	06/27/2018
224588	2200091687	06/21/2018	USD	8,779.20	OLIN CORE ATLANTA GA	06/25/2018
224589	2200091689	06/21/2018	USD	100.00	ONTARIO INTERNATIONAL ONTARIO CA	06/26/2018
224590	2200091735	06/21/2018	USD	294.34	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	06/25/2018
224591	2200091756	06/21/2018	USD	350.00	PADDA, KAWAL CHINO HILLS CA	
224592	2200091674	06/21/2018	USD	1,262.19	PANTHER PROTECTION ORANGE CA	
224593	2200091749	06/21/2018	USD	248.50	PATRICK W HUNTER PHELAN CA	06/27/2018
224594	2200091745	06/21/2018	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	06/25/2018
224595	2200091656	06/21/2018	USD	3,149.66	PETE'S ROAD SERVICE FULLERTON CA	06/27/2018
224596	2200091771	06/21/2018	USD	350.00	PIVOVAROFF, JASON CHINO HILLS CA	06/26/2018
224597	2200091701	06/21/2018	USD	709.08	PR ELECTRONICS INC CHICAGO IL	06/26/2018
224598	2200091725	06/21/2018	USD	1,710.20	PRO-CRAFT CONSTRUCTION INC REDLANDS CA	06/26/2018
224599	2200091672	06/21/2018	USD	10,607.44	PSOMAS LOS ANGELES CA	06/26/2018
224600	2200091770	06/21/2018	USD	299.99	RACZ, JASON CHINO HILLS CA	06/25/2018
224601	2200091652	06/21/2018	USD	2,370.98	RAMONA TIRE & SERVICE CENTERS ONTARIO CA	06/27/2018
224602	2200091774	06/21/2018	USD	130.06	REED, MICHELLE CHINO HILLS CA	06/25/2018
224603	2200091653	06/21/2018	USD	4,394.00	RMA GROUP RANCHO CUCAMONGA CA	06/28/2018

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224605	2200091654	06/21/2018	USD	2,137.68	ROYAL INDUSTRIAL SOLUTIONS LOS ANGELES CA	06/25/2018
224606	2200091682	06/21/2018	USD	2,502.16	RSO LAKE FOREST CA	06/25/2018
224607	2200091695	06/21/2018	USD	1,000.00	SAN BERNARDINO CITY SCHOOL DISSAN BERNARDINO CA	07/11/2018
224608	2200091767	06/21/2018	USD	43.60	SCHERCK, JOHN CHINO HILLS CA	
224609	2200091691	06/21/2018	USD	988.00	SCREENVISION DIRECT ROCHESTER NY	06/26/2018
224610	2200091685	06/21/2018	USD	29,815.27	SOW CONTRACTING CORPORATION FALLBROOK CA	06/28/2018
224611	2200091773	06/21/2018	USD	350.00	SEIYADI, NAGORO CHINO HILLS CA	06/26/2018
224612	2200091740	06/21/2018	USD	628.44	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	07/02/2018
224613	2200091784	06/21/2018	USD	14.76	SHOAF, SUSANNAH CHINO HILLS CA	06/25/2018
224614	2200091778	06/21/2018	USD	350.00	SMITH, JASON D CHINO HILLS CA	06/28/2018
224615	2200091759	06/21/2018	USD	350.00	SMITH, STEVEN CHINO HILLS CA	06/25/2018
224616	2200091736	06/21/2018	USD	359.71	SO CALIF EDISON ROSEMEAD CA	06/27/2018
224617	2200091737	06/21/2018	USD	47.65	SO CALIF GAS MONTEREY PARK CA	06/29/2018
224618	2200091776	06/21/2018	USD	67.00	SPEARS, JIM CHINO HILLS CA	07/05/2018
224619	2200091705	06/21/2018	USD	5,690.50	STAFFING NETWORK LLC CAROL STREAM IL	06/26/2018
224620	2200091757	06/21/2018	USD	323.23	SWEZEY, TOM CHINO HILLS CA	07/02/2018
224621	2200091668	06/21/2018	USD	2,155.54	TELEDYNE INSTRUMENTS INC CHICAGO IL	06/26/2018
224622	2200091690	06/21/2018	USD	16,578.17	THOMAS HARDER & CO INC ANAHEIM CA	07/02/2018
224623	2200091765	06/21/2018	USD	350.00	TRAN, VINCENT CHINO HILLS CA	06/26/2018
224624	2200091666	06/21/2018	USD	885.43	ULTRA SCIENTIFIC NORIH KINGSTOWN RI	06/27/2018
224625	2200091692	06/21/2018	USD	14,487.30	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	06/26/2018
224626	2200091743	06/21/2018	USD	243.33	US DEPARIMENT OF EDUCATION ATLANTA GA	06/29/2018
224627	2200091716	06/21/2018	USD	90.33	VALTERRA PRODUCTS LLC MISSION HILLS CA	06/26/2018
224628	2200091669	06/21/2018	USD	7,368.89	VERIZON WIRELESS DALLAS TX	06/28/2018
224629	2200091700	06/21/2018	USD	798.00	VISSER BUS SERVICES INC RANCHO CUCAMONGA CA	06/29/2018
224630	2200091675	06/21/2018	USD	56,470.46	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	06/26/2018
224631	2200091786	06/21/2018	USD	300.00	WANG, HERCULES CHINO HILLS CA	
224632	2200091742	06/21/2018	USD	2,591.65	WESTERN DENTAL PLAN ORANGE CA	06/27/2018
224633	2200091746	06/21/2018	USD	50.00	WILCO LIFE INSURANCE COMPANY ATLANTA GA	06/29/2018
224634	2200091699	06/21/2018	USD		voided by KMOCHRIS - Wrong Payee	06/26/2018
224635	2200091709	06/21/2018	USD	10,685.46	YELLOW JACKET DRILLING SERVICEPHOENIX AZ	06/26/2018
224636	2200091678	06/21/2018	USD	6,592.06	YORK EMPLOYMENT SERVICES INC ONTARIO CA	07/02/2018
224637	2200091946	06/28/2018	USD	3,694.84	ACCURATE AIR ENGINEERING INC CERRITOS CA	07/03/2018
224638	2200091948	06/28/2018	USD	416.37	ACCUSTANDARD INC NEW HAVEN CT	07/05/2018
224639	2200091947	06/28/2018	USD	1,791.45	AGILENT TECHNOLOGIES INC LOS ANGELES CA	07/02/2018
224640	2200091936	06/28/2018	USD	28.38	AIRGAS WEST INC PASADENA CA	07/02/2018
224641	2200091988	06/28/2018	USD	4,273.72	ALLIED UNIVERSAL SECURITY SERVPASADENA CA	07/02/2018
224642	2200091944	06/28/2018	USD	643.21	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	07/03/2018
224643	2200091989	06/28/2018	USD	150.00	AMERICAN SOCIETY OF CIVIL ENGRIVERSIDE CA	
224644	2200091955	06/28/2018	USD	32.00	ASSOC SAN BERNARDINO CNTY SPECSAN BERNARDINO CA	
224645	2200091997	06/28/2018	USD	1,831.64	AUTOZONE INC ATLANTA GA	07/03/2018
224646	2200092034	06/28/2018	USD	70.89	BECKER, NIKI CHINO HILLS CA	07/05/2018
224647	2200091963	06/28/2018	USD	355.47	BOOT BARN INC IRVINE CA	07/05/2018

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224650	2200092001	06/28/2018	USD	11,333.76	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA		07/02/2018
224651	2200091950	06/28/2018	USD	46,420.47	CAROLLO ENGINEERS INC SALT LAKE CITY UT		07/09/2018
224652	2200091966	06/28/2018	USD	30,397.68	CASC ENGINEERING AND CONSULTING COLTON CA		07/05/2018
224653	2200091960	06/28/2018	USD	85.00	CHAMPION AWARDS & SPECIALTIES RANCHO CUCAMONGA CA		07/09/2018
224654	2200091943	06/28/2018	USD	675.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA		
224655	2200091949	06/28/2018	USD	50.00	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA		
224656	2200091964	06/28/2018	USD	5,686.75	CHINO MFG & REPAIR INC CHINO CA		07/05/2018
224657	2200091982	06/28/2018	USD	2,386.17	CINTAS CORPORATION LOC#150 PHOENIX AZ		07/06/2018
224658	2200091959	06/28/2018	USD	2,490.28	CINTAS FIRST AID & SAFETY LOC CINCINNATI OH		07/02/2018
224659	2200091956	06/28/2018	USD	4,484.56	CITY TOOL WORKS INC ONTARIO CA		07/03/2018
224660	2200091992	06/28/2018	USD	23,019.00	CIVIC PUBLICATIONS INC LA VERNE CA		
224661	2200092002	06/28/2018	USD	7,396.70	CIVILTEC ENGINEERING, INC. MONROVIA CA		07/03/2018
224662	2200091993	06/28/2018	USD	7,403.00	CONSERV CONSTRUCTION INC MENIFEE CA		07/02/2018
224663	2200092020	06/28/2018	USD	1,859.94	COVERKING ANAHEIM CA		07/02/2018
224664	2200091975	06/28/2018	USD	3,470.63	CS-AMSCO HUNTINGTON BEACH CA		07/09/2018
224665	2200091965	06/28/2018	USD	11,271.75	DUDEK & ASSOCIATES INC ENCINITAS CA		07/05/2018
224666	2200092013	06/28/2018	USD	4,875.00	ELECTRIC SERVICE & SUPPLY PASADENA CA		07/05/2018
224667	2200091995	06/28/2018	USD	5,044.63	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA		07/03/2018
224668	2200092007	06/28/2018	USD	356.20	ENVIRONMENTAL EXPRESS INC ATLANTA GA		07/06/2018
224669	2200091998	06/28/2018	USD	5,597.18	ENVIRONMENTAL SCIENCE ASSOCIATE TEL GROVE IL		07/06/2018
224670	2200091996	06/28/2018	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA		
224671	2200091994	06/28/2018	USD	2,260.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX		07/03/2018
224672	2200092005	06/28/2018	USD	30,974.56	FERREIRA COASTAL CONSTRUCTION BRANCBURG NJ		07/03/2018
224673	2200092006	06/28/2018	USD	2,531.63	FILARSKY & WATT LLP MANHATTAN BEACH CA		07/05/2018
224674	2200091930	06/28/2018	USD	711.81	FISHER SCIENTIFIC LOS ANGELES CA		07/02/2018
224675	2200092027	06/28/2018	USD	299.00	FLORIO, JONATHAN D CHINO HILLS CA		07/05/2018
224676	2200091940	06/28/2018	USD	156.64	FONTANA HERALD NEWS FONTANA CA		07/03/2018
224677	2200092012	06/28/2018	USD	8,560.00	GILLIS + PANICHAPAN ARCHITECTS COSTA MESA CA		07/03/2018
224678	2200091971	06/28/2018	USD	4,473.75	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA		07/09/2018
224679	2200091939	06/28/2018	USD	259.21	GRAINGER PALATINE IL		07/03/2018
224680	2200092033	06/28/2018	USD	108.78	GUPTA, NEETU CHINO HILLS CA		
224681	2200091970	06/28/2018	USD	1,606.90	HACH COMPANY CHICAGO IL		07/02/2018
224682	2200091942	06/28/2018	USD	28,352.40	HDR INC CHICAGO IL		07/02/2018
224683	2200092026	06/28/2018	USD	499.68	HOBBS, DIANA APPLE VALLEY CA		07/03/2018
224684	2200091931	06/28/2018	USD	39.62	HOME DEPOT CREDIT SERVICES PHOENIX AZ		07/05/2018
224685	2200092024	06/28/2018	USD	499.68	HORNE, WILLIAM YUCCA VALLEY CA		07/02/2018
224686	2200091973	06/28/2018	USD	8,000.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC		07/09/2018
224687	2200091976	06/28/2018	USD	500.00	INSIDE PLANTS INC CORONA CA		07/03/2018
224688	2200091991	06/28/2018	USD	326.94	KIM'S MASTER AUTO REPAIR CHINO CA		07/05/2018
224689	2200092009	06/28/2018	USD	240.60	MANAGED MOBILE INC PLACENTIA CA		07/02/2018
224690	2200091987	06/28/2018	USD	346.32	MARS ENVIRONMENTAL INC ANAHEIM CA		07/09/2018
224691	2200091962	06/28/2018	USD	650.50	MCCROMETER INC CHICAGO IL		07/02/2018

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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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	
224692	2200092019	06/28/2018	USD	1,666.87	MEANS CONSULTING LLC NEWPORT BEACH CA		
224693	2200092025	06/28/2018	USD	826.04	MILLER, ELMER L BLUE JAY CA		07/03/2018
224694	2200091977	06/28/2018	USD	25,000.00	MONTE VISTA WATER DISTRICT MONICLAIR CA		07/03/2018
224695	2200091986	06/28/2018	USD	2,841.60	NATIONAL CINEMEDIA LLC CENTENNIAL CO		07/05/2018
224696	2200091981	06/28/2018	USD	211.55	NATIONAL CONSTRUCTION RENTALS PACOIMA CA		07/03/2018
224697	2200091961	06/28/2018	USD	1,728.31	NAUMANN HOBBS MATERIAL HANDLINLOS ANGELES CA		07/03/2018
224698	2200091937	06/28/2018	USD	683.22	PETE'S ROAD SERVICE FULLERTON CA		07/05/2018
224699	2200091938	06/28/2018	USD	716.36	PETTY CASH EXPENDITURES CHINO CA		07/02/2018
224700	2200092032	06/28/2018	USD	117.61	PIVOVAROFF, JASON CHINO HILLS CA		
224701	2200092008	06/28/2018	USD	32,087.00	PLANETBIDS INC WOODLAND HILLS CA		07/06/2018
224702	2200092017	06/28/2018	USD	160.00	RANCHO DEL CHINO ROTARY OPERATCHINO CA		07/10/2018
224703	2200091929	06/28/2018	USD	8.89	REM LOCK & KEY ONTARIO CA		07/06/2018
224704	2200091985	06/28/2018	USD	863.57	READY REFRESH BY NESTLE LOUISVILLE KY		07/06/2018
224705	2200091933	06/28/2018	USD	2,990.00	RMA GROUP RANCHO CUCAMONGA CA		07/10/2018
224706	2200092031	06/28/2018	USD	123.61	ROBSON, PAT CHINO HILLS CA		07/10/2018
224707	2200091958	06/28/2018	USD	3,959.19	SAN BERNARDINO COUNTY SAN BERNARDINO CA		07/06/2018
224708	2200091980	06/28/2018	USD	3,408.65	SANTA ANA WATERSHED ASSOCIATIONIVERSIDE CA		07/10/2018
224709	2200091968	06/28/2018	USD	14,092.86	SFE GLOBAL BELLINGHAM WA		07/11/2018
224710	2200092021	06/28/2018	USD	28,078.62	SO CALIF EDISON ROSEMEAD CA		07/05/2018
224711	2200092022	06/28/2018	USD	22.11	SO CALIF GAS MONTEREY PARK CA		07/06/2018
224712	2200091945	06/28/2018	USD	1,654.14	SOLINST CANADA LTD GEORGETOWN ON		07/10/2018
224713	2200091934	06/28/2018	USD	547.00	SOUTHWEST ALARM SERVICE UPLAND CA		07/03/2018
224714	2200091999	06/28/2018	USD	898.50	STAFFING NETWORK LLC ITASCA IL		07/06/2018
224715	2200091978	06/28/2018	USD	142,286.85	STANTEC CONSULTING INC CHICAGO IL		07/02/2018
224716	2200091979	06/28/2018	USD	13,173.00	THE AUSTIN COMPANY CLEVELAND OH		07/03/2018
224717	2200091952	06/28/2018	USD	20.00	THREE VALLEYS MWD CLAREMONT CA		07/02/2018
224718	2200092004	06/28/2018	USD	102,113.25	TITUS INDUSTRIAL GROUP INC PRINEVILLE OR		07/03/2018
224719	2200091954	06/28/2018	USD	11,101.83	TOM DODSON & ASSOCIATES SAN BERNARDINO CA		07/03/2018
224720	2200092029	06/28/2018	USD	84.00	TRAN, VINCENT CHINO HILLS CA		07/03/2018
224721	2200092028	06/28/2018	USD	55.59	TRAUGOTT, JEFF CHINO HILLS CA		07/05/2018
224722	2200092003	06/28/2018	USD	375.00	TRUPEPI SMITH AND ASSOCIATES ITUSTIN CA		07/10/2018
224723	2200092010	06/28/2018	USD	12,585.00	VARTECH SYSTEMS INC BATON ROUGE LA		07/03/2018
224724	2200091957	06/28/2018	USD	225.55	VERIZON WIRELESS DALLAS TX		07/03/2018
224725	2200091967	06/28/2018	USD	16,067.23	W A RASIC CONSTRUCTION CO INC LONG BEACH CA		07/03/2018
224726	2200092018	06/28/2018	USD	21,083.13	WESTIN TECHNOLOGY SOLUTIONS LIMILWAUKEE WI		07/03/2018
224727	2200091990	06/28/2018	USD	57,335.84	XYLEM DEWATERING SOLUTIONS INCCHICAGO IL		07/06/2018
224728	2200092030	06/28/2018	USD	1,739.99	YIM, BRADLEY CHINO HILLS CA		07/10/2018
224729	2200091972	06/28/2018	USD	1,745.90	YORK EMPLOYMENT SERVICES, INC SAN FRANCISCO CA		07/06/2018
224730	2200091953	06/28/2018	USD	1,147.91	YSI INCORPORATED CINCINNATI OH		07/02/2018
224731	2200092039	06/28/2018	USD	337,617.30	SWRCB ACCOUNTING OFFICE SACRAMENTO CA		07/05/2018
* Payment method Check			USD	6,149,440.87			

Total of all entries

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Check number from to	Payment	Prnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	6,149,440.87		

Attachment 2B

Workers' Comp Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register
 CBB Workers Comp Account - June 2018

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
Bank CBB CITIZENS BUSINESS BANK Bank Key 122234149 Acct number WCOMP 231159290 ONTARIO CA 917610000						
Checks created manually						
04964	2200091622	06/06/2018	USD	44.91	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04965	2200092041	06/13/2018	USD	352.90	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/21/2018
04966	2200092042	06/13/2018	USD	665.80	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04967	2200092043	06/13/2018	USD	148.84	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04968	2200092044	06/13/2018	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04969	2200092045	06/13/2018	USD	84.53	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04970	2200092046	06/13/2018	USD	45.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04971	2200092047	06/13/2018	USD	15.27	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04972	2200092048	06/13/2018	USD	9.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04973	2200092049	06/20/2018	USD	149.33	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/18/2018
04974	2200092050	06/27/2018	USD	11.79	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/25/2018
04975	2200092051	06/27/2018	USD	448.98	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04976	2200092052	06/27/2018	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
* Payment method Checks created manually			USD	2,000.35		

Total of all entries

Check Register
CEB Workers Comp Account - June 2018

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	2,000.35		

Attachment 2C

Vendor ACHs

Check	Payee / Description	Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 12 6/8 Deferred Comp Ded	HR 0069200 19,370.98
	ICMA RETIREMENT TRUST 457	\$ 19,370.98
ACH	LINCOLN NATIONAL LIFE INS CO P/R 12 6/8 Deferred Comp Ded	HR 0069200 17,724.95
	LINCOLN NATIONAL LIFE INS CO	\$ 17,724.95
ACH	ICMA RETIREMENT TRUST 401 P/R 12 6/8 Exec Deferred Comp	HR 0069200 7,655.23
	ICMA RETIREMENT TRUST 401	\$ 7,655.23
ACH	AQUA BEN CORPORATION DAFT-9,200 Lbs Hydrofloc 748E	37348 8,326.92
	AQUA BEN CORPORATION	\$ 8,326.92
ACH	HASCO OIL COMPANY, INC. RP5-Mobil SHC 630	0218499-IN 4,258.87
	HASCO OIL COMPANY, INC.	\$ 4,258.87
ACH	UNIVAR USA INC TP1-13,215 Lbs Sodium Bisulfite CCWRP-13,120 Lbs Sodium Bisulfite	LA637347 2,853.59 LA636822 2,833.12
	UNIVAR USA INC	\$ 5,686.71
ACH	WAXIE SANITARY SUPPLY Degreaser Towels, Paper Towels, Liners, Toilet Paper,	77423037 151.58 77404868 3,346.64
	WAXIE SANITARY SUPPLY	\$ 3,498.22
ACH	WESTERN MUNICIPAL WATER DISTRI WR16011-4/1-4/30 7,489 Sprinkler Nozzles IEUA-1566	32,730.50
	WESTERN MUNICIPAL WATER DISTRI\$	32,730.50
ACH	OLIN CORP TP1-4,708 Gals Sodium Hypochlorite TP1-4,662 Gals Sodium Hypochlorite CCWRP-4,956 Gals Sodium Hypochlorite TP1-4,876 Gals Sodium Hypochlorite TP1-4,948 Gals Sodium Hypochlorite TP1-4,942 Gals Sodium Hypochlorite TP1-4,976 Gals Sodium Hypochlorite CCWRP-3,062 Gals Sodium Hypochlorite TP1-4,944 Gals Sodium Hypochlorite TP1-4,940 Gals Sodium Hypochlorite RP4-4,674 Gals Sodium Hypochlorite	2502652 2,777.72 2506609 2,750.58 2506610 2,924.04 2507106 2,876.84 2506117 2,919.32 2505508 2,915.78 2504105 2,935.84 2504104 1,806.58 2503451 2,916.96 2503085 2,914.60 2501780 2,757.66
	OLIN CORP	\$ 30,495.92
ACH	DAVE'S PLUMBING	

Check	Payee / Description	Amount
	2 Water Softener Removal 5/2018	5188 490.00
	DAVE'S PLUMBING	\$ 490.00
ACH	ADVANCED ENVIRONMENTAL COMPLIA EN24001-Odor Control Sample Test Plan 7405	8,080.00
	ADVANCED ENVIRONMENTAL COMPLIA\$	8,080.00
ACH	DOWNS ENERGY RP1-Diesl Fuel,Ultra Low Sulfur Diesel 1 0233810-IN	7,290.40
	DOWNS ENERGY	\$ 7,290.40
ACH	AMAZON BUSINESS iphone Chrgr,Trvl Pwr Wll Chrgr,Plg Adpt 1WNK-CMVV-WKJ Electrical Safety Handbook 1GC9-M91P-7VL 20 Pack Water Nozzle Yard Sprinkler 1LNQ-G9TF-PHG	92.91 171.77 70.81
	AMAZON BUSINESS	\$ 335.49
ACH	AMERICAN OFFICE PROFESSIONALS 4 Toner Cartridges 1649	398.68
	AMERICAN OFFICE PROFESSIONALS \$	398.68
ACH	SHELL ENERGY NORTH AMERICA LP 4/18 Gas Cmmdty-Core,2/18 Adj 1100002880304	1,724.62
	SHELL ENERGY NORTH AMERICA LP \$	1,724.62
ACH	SOLAR STAR CALIFORNIA V LLC RP1-4/1-4/30 2450 Phila St M0616-2031220 RP1-4/1-4/30 2450 Phila St M0615-2031219 RP5/TP5/HQA/B-4/1-4/30 6075 Kimball Ave M0614-2031218 CCWRP/TP/RWPS-4/1-4/30 14950 Telephone A M0613-2031217	4,068.89 24,294.15 15,752.02 9,943.93
	SOLAR STAR CALIFORNIA V LLC \$	54,058.99
ACH	IEUA EMPLOYEES' ASSOCIATION P/R DIR 6 6/8 Employee Ded HR 0069300 P/R 12 6/8 Employee Ded HR 0069200	12.00 204.00
	IEUA EMPLOYEES' ASSOCIATION \$	216.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 12 6/8 Employee Ded HR 0069200	345.00
	IEUA SUPERVISORS UNION ASSOCIA\$	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 12 6/8 Employee Ded HR 0069200	1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,131.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 12 6/8 Employee Ded HR 0069200	490.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	490.00

Check	Payee / Description	Amount
ACH	DISCOVERY BENEFITS INC P/R 12 6/8 Cafeteria Plan HR 0069200	3,519.54
	DISCOVERY BENEFITS INC \$	3,519.54
ACH	ELIE, STEVE MlgReim-5/18 Meetings-Elie,S MLG 5/18	46.98
	ELIE, STEVE \$	46.98
ACH	HALL, JASMIN Hall,J-ExpRpt-5/5-5/10/18 ACWA Conf 5/8/18 ACWA 999.18 MlgReim-5/18 Meetings-Hall,J MLG 5/18 76.57	1,075.75
	HALL, JASMIN \$	1,075.75
ACH	PARKER, KATI MlgReim-5/18 Meetings-Parker,K MLG 5/18	76.95
	PARKER, KATI \$	76.95
ACH	NAPA GENUINE PARTS COMPANY ES5000 Boospac 4584-253010	161.61
	NAPA GENUINE PARTS COMPANY \$	161.61
ACH	SANTA ANA WATERSHED Direct Discharge, Emergency Discharge Pe 9282 7,100.00 April 2018 Truck Discharge 9270 2,372.40 April 2018 Service 9276 116,196.05	125,668.45
	SANTA ANA WATERSHED \$	125,668.45
ACH	INGERSOLL RAND COMPANY Element,Filer,10 Micron 24432904	202.29
	INGERSOLL RAND COMPANY \$	202.29
ACH	GENESIS CONSTRUCTION PA17006.02-4/18 Pay Est 3 PE 3-PA17006.	564,313.30
	GENESIS CONSTRUCTION \$	564,313.30
ACH	SUNGARD AVAILABILITY SERVICES 7/18 Disaster Recovery Svc 152688006 4,152.00 6/18 Disaster Recovery Svc 152686733 4,152.00	8,304.00
	SUNGARD AVAILABILITY SERVICES \$	8,304.00
ACH	ARCADIS U.S., INC. WR18028-4/2018 Professional Services 0908590	31,075.79
	ARCADIS U.S., INC. \$	31,075.79
ACH	AMAZON BUSINESS Klein Tools Assmbl'd Conduit Bender #512 11RR-NP1J-HTR 93.65 Humdty Dta Logr Kit,ProDta Logr CD 17KX-DKKN-6JJ 375.19 Hex Bit Socket Set 13XV-N91L-JDF 21.90	490.74

Check	Payee / Description	Amount
	Klein Tools Gear Wrench Metric Ratcheting Wrench Set Dewalt Screw Lock 30pc set Adapter 1/4 & 3/8 Drive Torx Bit 11pc set 1WLC-H34N-KL7 1QYD-TYMY-F3H 1FNT-NRFF-XT1 17QG-F93L-C6F 1FNT-NRFF-WXN	59.34 2,263.04 15.69 35.35 31.99 ----- \$ 2,896.15
ACH	ICMA RETIREMENT TRUST 457 P/R 113 6/14 Deferred Comp Ded HR 0069400	100.00 ----- \$ 100.00
ACH	ICMA RETIREMENT TRUST 457 P/R 13 6/22/18 Deferred Comp Ded HR 0069500	19,066.05 ----- \$ 19,066.05
ACH	LINCOLN NATIONAL LIFE INS CO P/R 13 6/22/18 Deferred Comp Ded HR 0069500	17,676.26 ----- \$ 17,676.26
ACH	ICMA RETIREMENT TRUST 401 P/R 13 6/22/18 Exec Deferred Comp HR 0069500	7,801.07 ----- \$ 7,801.07
ACH	AQUA BEN CORPORATION DAFT-16,100 Lbs Hydrofloc 748E 37406	14,572.11 ----- \$ 14,572.11
ACH	NAPA GENUINE PARTS COMPANY Floor Mat-2Pc RUBBK 4584-253671	484.71 ----- \$ 484.71
ACH	WAXIE SANITARY SUPPLY Dixie Perfectouch Dixie Lid-Dome Fits 77458486 77449306	592.63 175.98 ----- \$ 768.61
ACH	GENESIS CONSTRUCTION PA17006.02-5/18 Pay Est 4 PE 4-PA17006.	229,523.70 ----- \$ 229,523.70
ACH	AGRICULTURAL RESOURCES 7/18 Wtr Quality Consult 7/18 WTR QLTY	3,500.00 ----- \$ 3,500.00
ACH	CHINO BASIN DESALTER AUTHORITY EN16021-USBR #R15AC00059 Invoice #2 R15AC00059 #2	28,296.10 ----- \$ 28,296.10

Check	Payee / Description	Amount
ACH	INLAND EMPIRE REGIONAL 5/18 Biosolids	90022259 322,225.12
	INLAND EMPIRE REGIONAL	\$ 322,225.12
ACH	PEST OPTIONS INC May 2018 Weed Abatement Services	299823 3,064.95
	PEST OPTIONS INC	\$ 3,064.95
ACH	GK & ASSOCIATES 46-2054-4/18 Prof Svcs	18-031 1,632.00
	GK & ASSOCIATES	\$ 1,632.00
ACH	TRIBOLOGIK CORPORATION Oil Analysis	44414 90.00
	Oil Analysis	44415 420.00
	TRIBOLOGIK CORPORATION	\$ 510.00
ACH	KEMP BROS CONSTRUCTION INC EN15008-5/18 Pay Est 21	PE 21-EN15008 342,070.39
	KEMP BROS CONSTRUCTION INC	\$ 342,070.39
ACH	AMAZON BUSINESS Operation WsteWater Trtment Plants Vlume	1WGX-7FYD-G4M 106.41
	Logitech MX Master 25 Wireless Mouse, Fil	13VR-JYCV-P4W 404.95
	MyLifeUNIT Corner Rnder Punch 5mm, Blue	1DYV-QJH1-QPY 22.20
	RP-175'Resin Wicker Hose,Bx Hideway Rel,	1WH3-3DHJ-Q6Y 56.85
	Misc Tools	1KQ1-V1P9-97H 468.42
	Reversible Wrench Set	1RPD-RQ96-WGF 237.08
	Dewalt 1/2 6PT Standard Socket 7/16	166Q-Y6Y4-3NF 5.84
	Legacy Ball Foot Air Chuck Female Zinc	16MR-9HPT-76T 11.41
	OrangeA 86PC Tap,DieSet,Metric Tool Set	1DPG-KFJ3-PLV 111.99
	3PC Bit Bull CHIB3943 Mini Brush Plstic	1DPG-KFJ3-LF1 4.00
	1 Klein Tool Set1, 3 Klein Screwdriver S	1QYD-TYMY-FTW 827.09
	888308 Ricoh High Yild Blc Tner Crtrge,L	1KQ1-V1P9-J3L 154.24
	Toner 2Blc and 1 Cyan Toner	1DYV-QJH1-RWR 79.00
	AMAZON BUSINESS	\$ 2,489.48
ACH	AMERICAN OFFICE PROFESSIONALS Service Call HP CP4005	1661 89.95
	AMERICAN OFFICE PROFESSIONALS	\$ 89.95
ACH	CDM CONSTRUCTORS INC EN13016.03-5/18 Pay Est 4	PE 4-EN13016. 24,201.72
	EN13016.04-5/18 Pay Est 8	PE 8-EN13016. 162,202.33
	CDM CONSTRUCTORS INC	\$ 186,404.05
ACH	EHS INTERNATIONAL INC 5/2018 Defensive Driver Training Classes	3-17252 3,340.00
	EHS INTERNATIONAL INC	\$ 3,340.00

Check	Payee / Description	Amount
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 13 6/22/18 Employee Ded	HR 0069500 207.00
	IEUA EMPLOYEES' ASSOCIATION \$	207.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 13 6/22/18 Employee Ded	HR 0069500 345.00
	IEUA SUPERVISORS UNION ASSOCIAS	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 13 6/22/18 Employee Ded	HR 0069500 1,106.60
	P/R 113 6/14/18 Employee Ded	HR 0069400 12.50
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,119.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 13 6/22/18 Employee Ded	HR 0069500 500.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	500.00
ACH	DISCOVERY BENEFITS INC P/R 13 6/22/18 Cafeteria Plan	HR 0069500 3,519.54
	DISCOVERY BENEFITS INC \$	3,519.54
ACH	STONE, SHAUN Reim-SCDCA Certificate Renewal 2018	C-62902 2018 116.00
	STONE, SHAUN \$	116.00
ACH	Inland Empire Reg. Composting 3/18 O&M Expenses	SAP0318-IEUAO 71.30
	Inland Empire Reg. Composting \$	71.30
ACH	PREFERRED BENEFIT INSURANCE 6/18 Agency Dental Plan	EIA24681 16,592.80
	PREFERRED BENEFIT INSURANCE \$	16,592.80
ACH	DISCOVERY BENEFITS INC May 2018 Admin Fees	0000883800-IN 190.00
	DISCOVERY BENEFITS INC \$	190.00
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM 499.68
	ESTRADA, JIMMIE J \$	499.68
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM 183.34
	LICHTI, ALICE \$	183.34
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM 183.34

Check	Payee / Description	Amount
	MORASSE, EDNA	\$ 183.34
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM 499.68
	NOWAK, THEO T	\$ 499.68
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 183.34
	SONNENBURG, ILSE	\$ 183.34
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 183.34
	DYKSTRA, BETTY	\$ 183.34
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 183.34
	TORRES, ROBERT G	\$ 183.34
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 183.34
	MUELLER, CAROLYN	\$ 183.34
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 183.34
	GRIFFIN, GEORGE	\$ 183.34
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 183.34
	CANADA, ANGELA	\$ 183.34
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 183.34
	CUPERSMITH, LEIZAR	\$ 183.34
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 316.34
	DELGADO-ORAMAS JR, JOSE	\$ 316.34
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 158.17
	GRANGER, BRANDON	\$ 158.17
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 158.17
	GADDY, CHARLES L	\$ 158.17
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 25.17

Check	Payee / Description	Amount
	BAKER, CHRIS	\$ 25.17
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 133.00
	WEBB, DANNY C	\$ 133.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 158.17
	HUMPHREYS, DEBORAH E	\$ 158.17
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 158.17
	MOUAT, FREDERICK W	\$ 158.17
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 133.00
	MORGAN, GARTH W	\$ 133.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 25.17
	ALLINGHAM, JACK	\$ 25.17
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 491.57
	MAZUR, JOHN	\$ 491.57
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 25.17
	RUDDER, LARRY	\$ 25.17
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 133.00
	HAMILTON, MARIA	\$ 133.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 183.34
	PICENO, TONY	\$ 183.34
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 25.17
	RAMOS, CAROL	\$ 25.17
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 133.00
	FISHER, JAY	\$ 133.00
ACH	KING, PATRICK	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 25.17
	KING, PATRICK	\$ 25.17
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 25.17
	HOWARD, ROBERT JAMES	\$ 25.17
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 133.00
	DIETZ, JUDY	\$ 133.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 25.17
	DAVIS, GEORGE	\$ 25.17
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 25.17
	MONZAVI, TAGHI	\$ 25.17
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 183.34
	PETERSEN, KENNETH	\$ 183.34
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 183.34
	TRAUTERMAN, HELEN	\$ 183.34
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 959.04
	TIEGS, KATHLEEN	\$ 959.04
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 499.68
	DIGGS, GEORGE	\$ 499.68
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 499.68
	HAYES, KENNETH	\$ 499.68
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 158.17
	HUNTON, STEVE	\$ 158.17
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 158.17
	RODRIGUEZ, LOUIS	\$ 158.17

Check	Payee / Description	Amount
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 642.70
	VARBEL, VAN	\$ 642.70
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 509.70
	CLIFTON, NEIL	\$ 509.70
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 133.00
	DELGADO, FRANCOIS	\$ 133.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 642.70
	WELLMAN, JOHN THOMAS	\$ 642.70
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 25.17
	SPEARS, SUSAN	\$ 25.17
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 183.34
	TROXEL, WYATT	\$ 183.34
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 491.57
	CORLEY, WILLIAM	\$ 491.57
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 345.53
	CALLAHAN, CHARLES	\$ 345.53
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 183.34
	LESNIAKOWSKI, NORBERT	\$ 183.34
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 478.53
	VER STEEG, ALLEN J	\$ 478.53
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 479.52
	HACKNEY, GARY	\$ 479.52
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 25.17
	CAREL, LARRY	\$ 25.17

Check	Payee / Description	Amount
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 183.34
	TOL, HAROLD	\$ 183.34
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 533.80
	BANKSTON, GARY	\$ 533.80
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 133.00
	ATWATER, RICHARD	\$ 133.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 491.57
	FIESTA, PATRICIA	\$ 491.57
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 632.68
	DIGGS, JANET	\$ 632.68
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 188.35
	CARAZA, TERESA	\$ 188.35
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 499.68
	ANDERSON, JOHN	\$ 499.68
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 866.84
	SANTA CRUZ, JACQUELYN	\$ 866.84
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 25.17
	HECK, ROSELYN	\$ 25.17
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 316.34
	SOPICKI, LEO	\$ 316.34
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 133.00
	GOSE, ROSEMARY	\$ 133.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 133.00

Check	Payee / Description	Amount
	KEHL, BARRETT	\$ 133.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 133.00
	RITCHIE, JANN	\$ 133.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 509.70
	LONG, ROCKWELL DEE	\$ 509.70
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 133.00
	FATTAHI, MIR	\$ 133.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 316.34
	VERGARA, FLORENTINO	\$ 316.34
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 183.34
	ROGERS, SHIRLEY	\$ 183.34
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 321.35
	WALL, DAVID	\$ 321.35
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 158.17
	CHUNG, MICHAEL	\$ 158.17
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 183.34
	ADAMS, PAMELA	\$ 183.34
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 509.70
	BLASINGAME, MARY	\$ 509.70
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 158.17
	ANDERSON, KENNETH	\$ 158.17
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 25.17
	MOE, JAMES	\$ 25.17
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 835.51

Check	Payee / Description	Amount
	POLACEK, KEVIN	\$ 835.51
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 321.35
	ELROD, SONDR	\$ 321.35
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 200.40
	FRAZIER, JACK	\$ 200.40
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 133.00
	HOAK, JAMES	\$ 133.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 200.40
	DEZHAM, PARIVASH	\$ 200.40
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 188.35
	FOLEY III, DANIEL J.	\$ 188.35
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 133.00
	CLEVELAND, JAMES	\$ 133.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 666.86
	LANGNER, CAMERON	\$ 666.86
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 188.35
	HAMILTON, LEANNE	\$ 188.35
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 133.00
	HOOSHMAND, RAY	\$ 133.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 133.00
	SCHLAPKOHL, JACK	\$ 133.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 188.35
	POOLE, PHILLIP	\$ 188.35
ACH	ADAMS, BARBARA	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 158.17
	ADAMS, BARBARA	\$ 158.17
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 539.33
	RUESCH, GENECE	\$ 539.33
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 533.80
	VANDERPOOL, LARRY	\$ 533.80
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 479.52
	AMBROSE, JEFFREY	\$ 479.52
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 478.53
	MERRILL, DIANE	\$ 478.53
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 636.70
	HOUSER, ROD	\$ 636.70
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 188.35
	RUSSO, VICKI	\$ 188.35
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 824.05
	HUSS, KERRY	\$ 824.05
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 702.51
	BINGHAM, GREGG	\$ 702.51
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 133.00
	CHARLES, DAVID	\$ 133.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 133.00
	YEBOAH, ERNEST	\$ 133.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 346.52
	ALVARADO, ROSEMARY	\$ 346.52

Check	Payee / Description	Amount
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 133.00
	BARELA, GEORGE	\$ 133.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 835.51
	FETZER, ROBERT	\$ 835.51
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 188.35
	SPAETH, ERIC	\$ 188.35
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 188.35
	DAVIS, MARTHA	\$ 188.35
ACH	BRULE, CHRISTOPHER Reim Monthly Health Prem	HEALTH PREM 188.35
	BRULE, CHRISTOPHER	\$ 188.35
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM 509.70
	ROOS, JAMES	\$ 509.70
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM 321.35
	MULLANEY, JOHN	\$ 321.35
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM 509.70
	VALENZUELA, DANIEL	\$ 509.70
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 509.70
	PACE, BRIAN	\$ 509.70
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM 133.00
	KING, JOSEPH	\$ 133.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM 188.35
	VILLALOBOS, HECTOR	\$ 188.35
ACH	BAXTER, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 321.35
	BAXTER, KATHLEEN	\$ 321.35

Check	Payee / Description	Amount
ACH	PENMAN, DAVID Reim Monthly Health Prem	HEALTH PREM 509.70
	PENMAN, DAVID	\$ 509.70
ACH	ANGIER, RICHARD Reim Monthly Health Prem	HEALTH PREM 509.70
	ANGIER, RICHARD	\$ 509.70
ACH	MERRILL, DEBORAH Reim Monthly Health Prem	HEALTH PREM 358.57
	MERRILL, DEBORAH	\$ 358.57
ACH	O'DEA, KRISTINE Reim Monthly Health Prem	HEALTH PREM 158.17
	O'DEA, KRISTINE	\$ 158.17
ACH	OAKDEN, LISA Reim Monthly Health Prem	HEALTH PREM 866.84
	OAKDEN, LISA	\$ 866.84
ACH	LAUGHLIN, JOHN Reim Monthly Health Prem	HEALTH PREM 133.00
	LAUGHLIN, JOHN	\$ 133.00
ACH	HUGHBANKS, ROGER Reim Monthly Health Prem	HEALTH PREM 188.35
	HUGHBANKS, ROGER	\$ 188.35
ACH	SPENDLOVE, DANNY Reim Monthly Health Prem	HEALTH PREM 158.17
	SPENDLOVE, DANNY	\$ 158.17
ACH	HOULIHAN, JESSE Reim Monthly Health Prem	HEALTH PREM 188.35
	HOULIHAN, JESSE	\$ 188.35
ACH	WARMAN, EVELYN Reim Monthly Health Prem	HEALTH PREM 25.17
	WARMAN, EVELYN	\$ 25.17
ACH	HERNANDEZ, DELIA Reim Monthly Health Prem	HEALTH PREM 188.35
	HERNANDEZ, DELIA	\$ 188.35
ACH	OSBORN, RICHARD Reim Monthly Health Prem	HEALTH PREM 188.35

Check	Payee / Description	Amount
	OSBORN, RICHARD	\$ 188.35
ACH	AVILA, ARTHUR L Reim Monthly Health Prem	HEALTH PREM 188.35
	AVILA, ARTHUR L	\$ 188.35
ACH	GUARDIANO, GARY Reim Monthly Health Prem	HEALTH PREM 158.17
	GUARDIANO, GARY	\$ 158.17
ACH	AQUA BEN CORPORATION RP1-25,300 Lbs Hydrofloc 750A 37407 34,803.80 RP1-32,200 Lbs Hydrofloc 750A 37309 44,295.74 RP1-36,800 Lbs Hydrofloc 750A 37235 50,623.71 RP1-27,600 Lbs Hydrofloc 750A 37129 37,967.78 RP2-23,000 Lbs Polymer 748E 37218 20,817.30 RP2-23,000 Lbs Polymer 748E 37390 20,817.30	
	AQUA BEN CORPORATION	\$ 209,325.63
ACH	NAPA GENUINE PARTS COMPANY Napagold Oil Filtr,Air Filter 5W30 5qrt 4584-254336 71.80 Napagold Oil Filters,Air Filer 4584-254048 644.85	
	NAPA GENUINE PARTS COMPANY	\$ 716.65
ACH	UNIVAR USA INC RP5-13,459 Lbs Sodium Bisulfite LA640050 2,906.18 PradoLS-13,748 Lbs Sodium Bisulfite LA641194 2,968.71	
	UNIVAR USA INC	\$ 5,874.89
ACH	INGERSOLL RAND COMPANY RP1Mnt-Rpr Cmprssd Air Systm 30680608 1,855.86	
	INGERSOLL RAND COMPANY	\$ 1,855.86
ACH	MCMASTER-CARR SUPPLY CO RP1-Manual Motor Strtr Cmpnt,Thrmal Ovrl 64812646 21.17 RP1-Whse,Pipe Fitng,Couplngs,Valve Chem, 64078201 304.36 RP1-ThickWallPVC,Absorptions Resistnt Pl 65482956 330.65 Worm Drive Clamp,50 Grease Fittings 63764902 311.32 RP1-Stainless Stel Corrsion Wshdwn,11x9P 65483479 396.05 RP1Whs-Brass Float Valve,Elbow Body 65709326 146.52 Enclosures,Pipe,Starter,Clamps 63813436 508.55	
	MCMASTER-CARR SUPPLY CO	\$ 2,018.62
ACH	PARSONS WATER & INFRASTRUCTURE EN19001/EN19006-4/7-5/4 Prof Svcs 1805B088 767,702.69	
	PARSONS WATER & INFRASTRUCTURE	\$ 767,702.69
ACH	KVAC ENVIRONMENTAL SERVICES IN RP1-5/3/18 Vacuum Tankers Svc KS1805063 3,011.25	
	KVAC ENVIRONMENTAL SERVICES IN	\$ 3,011.25

Check	Payee / Description	Amount
ACH	OLIN CORP	
	TP1-4,534 Gals Sodium Hypochlorite	2516974 2,675.06
	RP4-4,908 Gals Sodium Hypochlorite	2508554 2,895.72
	TP1-4,952 Gals Sodium Hypochlorite	2508552 2,921.68
	RP4-4,826 Gals Sodium Hypochlorite	2509838 2,847.34
	CCWW-2,988 Gals Sodium Hypochlorite	2507782 1,762.92
	TP1-4,920 Gals Sodium Hypochlorite	2516977 2,902.80
	TP1-4,844 Gals Sodium Hypochlorite	2514137 2,857.96
	RP4-4,918 Gals Sodium Hypochlorite	2512095 2,901.62
	RP4-4,934 Gals Sodium Hypochlorite	2504936 2,911.06
	CCWW-3,018 Gals Sodium Hypochlorite	2509839 1,780.62
	TP1-4,916 Gals Sodium Hypochlorite	2509840 2,900.44
	TP1-4,924 Gals Sodium Hypochlorite	2511492 2,905.16
	TP1-4,918 Gals Sodium Hypochlorite	2510323 2,901.62
	TP1-4,984 Gals Sodium Hypochlorite	2510847 2,940.56
	CCWW-3,014 Gals Sodium Hypochlorite	2511491 1,778.26
	RP4-4,994 Gals Sodium Hypochlorite	2504103 2,946.46
	OLIN CORP	\$ 42,829.28
ACH	DAVE'S PLUMBING	
	2 Water Softener Removal 6/2018	5189 490.00
	DAVE'S PLUMBING	\$ 490.00
ACH	JC LAW FIRM	
	5/18 RCA Legal	00457 950.00
	5/18 Regional Contract	00458 900.00
	5/18 IEUA vs Spicer-EN17018	00460 3,775.00
	5/18 Watermaster	00461 2,985.00
	5/18 SAWPA General	00459 7,515.00
	5/18 General Legal	00456 36,800.00
	JC LAW FIRM	\$ 52,925.00
ACH	U S BANK - PAYMENT PLUS	
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200090985 6,697.68
	101123 ALL AMERICAN CRANE MAINTENANCE	2200090986 3,454.94
	107432 PMC ENGINEERING LLC	2200090987 1,211.33
	101945 FLORENCE FILTER CORP	2200091261 624.41
	105316 PLUMBERS DEPOT INC	2200091262 1,440.27
	101945 FLORENCE FILTER CORP	2200091791 563.90
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200091419 4,753.77
	107432 PMC ENGINEERING LLC	2200091421 984.37
	107780 SUPERIOR ELECTRIC MOTOR SERVICE I	2200091422 4,487.76
	100951 POLYDYNE INC	2200091790 27,230.58
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200091789 1,084.31
	101706 CALOLYMPIC SAFETY	2200091539 394.21
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200091538 2,625.09
	U S BANK - PAYMENT PLUS	\$ 55,552.62
ACH	AMAZON BUSINESS	
	50 Labelmaster Labels	1M3Y-JYL6-WQJ 58.27
	20 Orbit Fan Spray Water Nozzles	1CFK-KCV9-KPH 70.81
	AMAZON BUSINESS	\$ 129.08

Report: ZFIR TREASURER Inland Empire Utilities Agency
For 06/01/2018 ~ 06/30/2018 Treasurer Report

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Date 07/14/2018

Check	Payee / Description	Amount
ACH	AMERICAN OFFICE PROFESSIONALS 2 Cyan Toner Cartridges	1630 703.18
	AMERICAN OFFICE PROFESSIONALS \$	703.18

Grand Total Payment Amount: \$ 3,326,070.38

Attachment 2D

Vendor Wires
(excludes Payroll)

Check	Payee / Description	Amount
Wire	PUBLIC EMPLOYEES' RETIREMENT S 6/18 Health Ins-Retirees, Employees 15299820 6/18 255,274.80 6/18 Health Ins-Board 15299828 6/18 5,574.10 ----- PUBLIC EMPLOYEES' RETIREMENT S\$ 260,848.90	
Wire	METROPOLITAN WATER DISTRICT April 2018 Water Purchase 9347 4,219,250.33 ----- METROPOLITAN WATER DISTRICT \$ 4,219,250.33	
Wire	STATE DISBURSEMENT UNIT P/R 11 5/25/18 HR 5-29-18 CO 1,039.84 ----- STATE DISBURSEMENT UNIT \$ 1,039.84	
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 6 6/8 Taxes HR 0069300 398.84 P/R 12 6/8 Taxes HR 0069200 51,257.34 P/R 12 6/8 Taxes HR 0069200 11,241.40 ----- EMPLOYMENT DEVELOPMENT DEPARTM\$ 62,897.58	
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 12 6/8 Deferred Comp Ded HR 0069200 23,410.93 ----- PUBLIC EMPLOYEE'S RETIREMENT S\$ 23,410.93	
Wire	INTERNAL REVENUE SERVICE P/R DIR 6 6/8 Taxes HR 0069300 2,564.82 P/R 12 6/8 Taxes HR 0069200 288,386.52 ----- INTERNAL REVENUE SERVICE \$ 290,951.34	
Wire	STATE DISBURSEMENT UNIT P/R 12 6/8 HR 0069200 198.00 P/R 12 6/8 HR 0069200 2,184.90 ----- STATE DISBURSEMENT UNIT \$ 2,382.90	
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 12 6/8/18 PERS Adj P/R 12 6/5 AD 152.57- P/R 12 6/8 PERS HR 0069200 168,010.83 ----- PUBLIC EMPLOYEES RETIREMENT SY\$ 167,858.26	
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 13 6/22/18 Taxes HR 0069500 11,018.11 P/R 13 6/22/18 Taxes HR 0069500 50,278.79 ----- EMPLOYMENT DEVELOPMENT DEPARTM\$ 61,296.90	
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 113 6/14 Taxes HR 0069400 162.99 P/R 113 6/14 Taxes HR 0069400 30.95 ----- EMPLOYMENT DEVELOPMENT DEPARTM\$ 193.94	

Check	Payee / Description	Amount
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 13 6/22/18 Deferred Comp Ded HR 0069500	21,427.33
	PUBLIC EMPLOYEE'S RETIREMENT S\$	21,427.33
Wire	INTERNAL REVENUE SERVICE P/R 113 6/14/18 Taxes HR 0069400	728.36
	INTERNAL REVENUE SERVICE \$	728.36
Wire	INTERNAL REVENUE SERVICE P/R 13 6/22/18 Taxes HR 0069500	284,551.36
	INTERNAL REVENUE SERVICE \$	284,551.36
Wire	STATE DISBURSEMENT UNIT P/R 13 6/22/18 HR 0069500	198.00
	P/R 13 6/22/18 HR 0069500	2,184.90
	STATE DISBURSEMENT UNIT \$	2,382.90
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 113 6/14/18 Deferred Comp Ded HR 0069400	50.00
	PUBLIC EMPLOYEE'S RETIREMENT S\$	50.00
Wire	STATE BOARD OF EQUALIZATION 5/18 Sales Tax Deposit 23784561 5/18	6,219.00
	STATE BOARD OF EQUALIZATION \$	6,219.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 13 6/29/18 PERS Adj P/R 13 6/29 A	0.01-
	P/R 113 6/14/18 PERS HR 0069400	221.85
	P/R 13 6/22/18 PERS HR 0069500	164,976.12
	PUBLIC EMPLOYEES RETIREMENT SY\$	165,197.96
Wire	CALPERS CalPERS OPEB Unfunded Liability 5643527383-00	2,000,000.00
	CALPERS \$	2,000,000.00

Grand Total Payment Amount: \$ 7,570,687.83

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for June 8 ,2018

Presented at Board Meeting on August 15, 2018

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$2,967.03	\$1,843.59
Katherine Parker	\$3,575.68	\$1,756.95
Michael Camacho	\$4,328.85	\$1,579.66
Steven J. Elie	\$4,362.03	\$1,529.37
Paul Hofer	\$0.00	\$0.00
TOTALS	\$15,233.59	\$6,709.57

	Count	Amount
TOTAL EFTS PROCESSED	3	\$5,129.91
TOTAL CHECKS PROCESSED	1	\$1,579.66
CHECK NUMBERS USED	110245 - 110245	

IEUA DIRECTOR PAYSHEET

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-02-18	IEUA Board Workshop	Yes	\$247.50
05-08-18	ACWA Spring Conference	Yes	\$247.50
05-09-18	ACWA Spring Conference	Yes	\$247.50
05-17-18	MWD Solar Cup Event	Yes	\$247.50
05-18-18	MWD Solar Cup Event	Yes	\$247.50
05-19-18	MWD Solar Cup Event	Yes	\$247.50
05-20-18	MWD Solar Cup Event	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			\$1,485.00
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance.			
Total No. of Meetings Attended			7
Total No. of Meetings Paid			6

DIRECTOR
SIGNATURE

*Spaul Woodruff for
Director Camacho*

Approved by:

for *Kathy Belser*
Steven J. Elie
President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10700 110115 110000 511010

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-03-18	Southern Coalition/Inland Caucus Meeting	Yes	\$247.50
05-07-18	MWD Other Committee Meetings	Yes	\$247.50
05-14-18	MWD Standing Committee Meetings and Board Meeting	Yes	\$247.50
05-21-18	MWD Prop. Utilization Committee Meeting (IEUA)	Yes	\$247.50
05-22-18	MWD Other Committee Meetings	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 7/01/17).			\$990.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE

Paul Woolley Jr
Director Camacho

Approved by:

Kathy Beale
for Steven J. Elie
President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10900 110100 500000 501215

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-07-18	Regional Policy and Technical Committee Meeting	No	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17.) IEUA pays Regional Policy Committee members (total amount of \$247.50, should reflect on timesheet))			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE

April Woodruff for
Director Camacho

Approved by:

Kathy Bell
for Steven J. Elie
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO BASIN WATER BANK (ALTERNATE)

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10900 110100 500000 501215

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-30-18	CBWB Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105			\$-0-
Total No. of CBWB Meetings Attended			0
Total No. of CBWB Meetings Paid			0

DIRECTOR *Paul Woodruff*
SIGNATURE *Director Camacho*

Approved by: *Kathleen Hall*
for Jasmin Hall
Secretary/Treasurer

IEUA DIRECTOR PAYSHEET

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-18	WaterNow Alliance Steering Committee Telecon	Yes	\$247.50
05-01-18	Prop 1 Talking Points Review Meeting w/staff	Yes (staff only)	\$-0-
05-01-18	Travel to Sacramento for California Water Comm. Mtg.	Yes (same day)	\$-0-
05-02-18	California Water Comm. Mtg.	Yes	\$247.50
05-03-18	WaterNow Alliance Steering Meeting (SF)	Yes	\$247.50
05-08-18	Mayor Ulloa's Chino State of the City Address	Yes	\$247.50
05-09-18	IEUA Commu. & Leg Committee Meeting	Yes	\$247.50
05-14-18	Board Pkg Review Mtg. w/GM Halla and General Counsel	Yes	\$247.50
05-14-18	SCWC Leg. Task Force Telecon	Yes (same day)	\$-0-
05-15-18	WaterNow Alliance Steering Meeting Telecon	Yes	\$247.50
05-16-18	IEUA Board Meeting	Yes	\$247.50
05-17-18	NWRI Strategic Plan. Interview	Yes	\$247.50
05-22-18	NWRI Strategic Plan. Board Workshop #1	Yes	\$247.50
05-31-18	TVMWD Leadership Breakfast	Yes (10 mtg. max)	\$-0-
05-31-18	2018 Chino Hills State of the City	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT			\$2,475.00
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance.			
Total No. of Meetings Attended			15
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Paul Woodcock for Director Elie

Approved by:

Katrina Bell
for Jasmin Hall
Secretary/Treasurer

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO BASIN WATER BANK

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-30-18	CBWB Board Meeting*	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105.			\$-0-
Total No. of CBWB Meetings Attended			1
Total No. of CBWB Meetings Paid			0

*Decline IEUA portion

DIRECTOR Opil Woodruff for
SIGNATURE President Elie

Approved by: Kathy Bessie
for Jasmin Hall
Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-24-18	CBWM Board Meeting*	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance. (i.e., \$122.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50 (eff. 7/01/17). Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

*Decline IEUA portion

DIRECTOR
SIGNATURE

*Opail Woodgett for
President Elie*

Approved by:

Kathy Besser
for Jasmin Hall
Secretary/Treasurer

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

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-03-18	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$97.50 – difference between CDA (\$150.00 and Agency meetings \$247.50 (eff 7/01/17), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet.			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR *April Woodruff*
SIGNATURE *President Elie*

Approved by: *Kathy Besser*
for Jasmin Hall
Secretary/Treasurer

IEUA DIRECTOR PAYSHEET

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-02-18	IEUA Board Meeting	Yes	\$247.50
05-07-18	IERCA Board Meeting	Yes	\$247.50
05-08-18	ACWA Spring Conference (Sac)	Yes	\$247.50
05-09-18	ACWA Spring Conference (Sac)	Yes	\$247.50
05-10-18	ACWA Spring Conference (Sac)	Yes	\$247.50
05-10-18	CA Black Chamber of Commerce	Yes (same day)	\$-0-
05-16-18	IEUA Board Meeting	Yes	\$247.50
05-21-18	CASA Board Meeting Telecon	Yes	\$247.50
05-24-18	CASA Air, Climate Change & Energy Workgroup Mtg.	Yes	\$247.50
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance.			\$1,980.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE

David Woodley
 Director Hall

Approved by:

Steven J. Elie
 Steven J. Elie, President, Board of Directors

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

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

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-03-18	CDA Board Meeting	Yes	\$247.50
TOTAL REIMBURSEMENT			\$247.50
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 7/01/17). Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency. Record full amount on timesheet. CDA pays both primary and alternate for attendance			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1

DIRECTOR *Opal Woodruff*
 SIGNATURE *Jasmin Hall*

Approved by: *Kathy Powell*
 Steven J. Elie
 President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10500 110100 165000 501010

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-18	SAWPA Commission Workshop	Yes	\$47.50
05-15-18	SAWPA Reg. Commission Meeting	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			\$47.50
Up to 10 days of service per month per Ordinance No. 105), i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50 (eff. 7/01/17), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			1

DIRECTOR David Woodliff
SIGNATURE Jasmin Hall

Approved by: Kaitly Bessie
for Steven J. Elie
President, Board of Directors

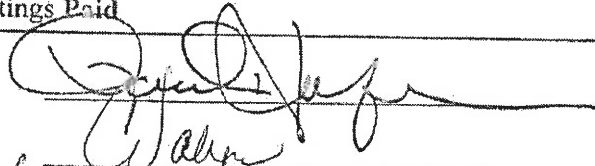
IEUA DIRECTOR PAYSHEET

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


MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-02-18	IEUA Board Workshop	Yes	\$-0-
05-07-18	IERCA Board Meeting	Yes	\$-0-
05-09-18	IEUA Finance Committee Meeting	Yes	\$-0-
05-09-18	IEUA Eng, Ops & WR Committee Meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance.			\$-0-
Total No. of Meetings Attended			4
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:


 Steven J. Elie
 President, Board of Directors

Director Hofer has waived all stipend payments.

IEUA DIRECTOR PAYSHEET

KATI PARKER
 EMPLOYEE NO. 1362
 ACCOUNT NO. 10200 1100100 100000 501010

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-02-18	IEUA Board Workshop	Yes	\$247.50
05-08-18	Mayor Ulloa's Chino State of the City	Yes	\$247.50
05-09-18	IEUA Commu. & Leg Committee Meeting	Yes	\$247.50
05-09-18	IEUA Eng, Ops & WR Committee Meeting	Yes (same day)	\$-0-
05-09-18	IEUA Finance & Admin. Committee	Yes (same day)	\$-0-
05-16-18	IEUA Board Meeting	Yes	\$247.50
05-18-18	Bkft. w/Supervisor - Melissa Russo, Guest Speaker	Yes	\$247.50
05-30-18	Geoff Vanden Heuvel Retirement from CBWCD	Yes	\$247.50
TOTAL REIMBURSEMENT			\$1,485.00
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17). IEUA pays both primary and alternate for attendance.			
Total No. of Meetings Attended			8
Total No. of Meetings Paid			6

DIRECTOR SIGNATURE *Kati Parker*

Approved by: *Kathy Bessel*
 for Steven J. Elie
 President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10900 110100 500000 501215

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-03-18	Policy Committee Meeting	Yes	\$247.50
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$247.50 (eff. 07/01/17.) IEUA pays Regional Policy Committee members (total amount of \$247.50, should reflect on timesheet))			\$247.50
Total No. of Meetings Attended			1
Total No. of Meetings Paid			1

DIRECTOR
SIGNATURE

Deirdre Woodruff
Deirdre Parker

Approved by:

Steven J. Elie
for Steven J. Elie
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10200 110100 100000 501010

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
5-24-18	CBWM Board Meeting	Yes (as Alternate)	\$122.50
TOTAL REIMBURSEMENT			\$122.50
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$122.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50 (eff. 7/01/17), including MWD meetings. Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			1

DIRECTOR *Opal Woolly*
SIGNATURE *Director Parker*

Approved by: *Kathy Bessel*
for Steven J. Elie
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10500 110100 165000 501010

MAY 2018

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-18	SAWPA Commission Workshop	Yes	\$47.50
TOTAL REIMBURSEMENT			\$47.50
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50 (eff. 7/01/17), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.			
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR Opul Woodruff Jr
SIGNATURE Deirda Parker

Approved by: Kathy Bessell
for Steven J. Elie
President, Board of Directors

Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 12 Checks	PP 12 EFTs	PP 13 Checks	PP 13 EFTs	June
NET PAY TO EE	\$0.00	\$714,337.64	\$2,150.00	\$705,400.41	\$1,421,888.05

INLAND EMPIRE UTILITIES AGENCY

Payroll for June 8, 2018

Presented at Board Meeting on August 15, 2018

GROSS PAYROLL COSTS			\$1,272,609.28
DEDUCTIONS			(\$558,271.64)
NET PAYROLL			714,337.64
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	358	358
AMOUNT	\$0.00	\$714,337.64	<u>\$714,337.64</u>

INLAND EMPIRE UTILITIES AGENCY

Payroll for June 22, 2018

Presented at Board Meeting on August 15, 2018

GROSS PAYROLL COSTS			\$1,259,967.57
DEDUCTIONS			(\$552,417.16)
NET PAYROLL			707,550.41
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	1		
TRANSACTION PROCESSED	0	354	354
AMOUNT	\$2,150.00	\$705,400.41	<u>\$707,550.41</u>

**CONSENT
CALENDAR
ITEM**

4C



Date: August 15, 2018

HHR

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee:

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Proposition 1 Grant Professional Services Contract Amendment

Executive Summary:

In August 2017, Inland Empire Utilities Agency (IEUA) submitted a Proposition 1 Water Storage and Investment Program (WSIP) grant application for the Chino Basin Environmental Water Program (CBEWP). To help develop the CBEWP project and evaluate environmental and ecosystem benefits, GEI Consultants Inc. (GEI) was retained by IEUA in June 2017. Since the application was submitted, the California Water Commission (CWC) evaluation and selection process has evolved through an iterative process. The supplemental materials requested by the CWC required significant effort by staff and GEI. Specifically, additional technical materials for the public and project environmental economic benefits were needed for the various CWC meetings and hearings. On July 24, 2018, the project was successfully awarded \$206.9M.

IEUA has continued to work through the WSIP process by amending the GEI contract on an as-needed basis. To meet additional short term needs, it is recommended that an amendment with GEI of \$235,085 be issued to support activities through November 2018. If approved, this would increase the total GEI contract amount to \$557,749. The preliminary list of actions and consultant support services needed to meet the WSIP requirements through 2020 will be presented to the IEUA Board for consideration over the next several months.

Staff's Recommendation:

1. Award an engineering services contract amendment to GEI Consultants, Inc., for a not-to-exceed amount of \$235,085; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

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

Account/Project Name:

Budget for this contract is split (50/50) between Project No. EN16035 Recycled Water Fund (WC) Fund Planning Documents and Project No. WR16025 Water Resources Fund (WW) Fund Planning Documents.

Fiscal Impact (explain if not budgeted):

None

Prior Board Action:

On May 16, 2018, IEUA's Board of Directors approved a contract amendment to GEI Consultants, Inc., for a not-to-exceed amount of \$95,000, increasing the total contract amount to \$322,664.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This amendment qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project is implemented, it will be subject to environmental evaluation.

Business Goal:

The contract amendment supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Consultant Contract

Background

On July 31, 2018, IEUA received a Maximum Condition Eligibility Determination (MCED) from the California Water Commission (CWC). The MCED included some of the following program information:

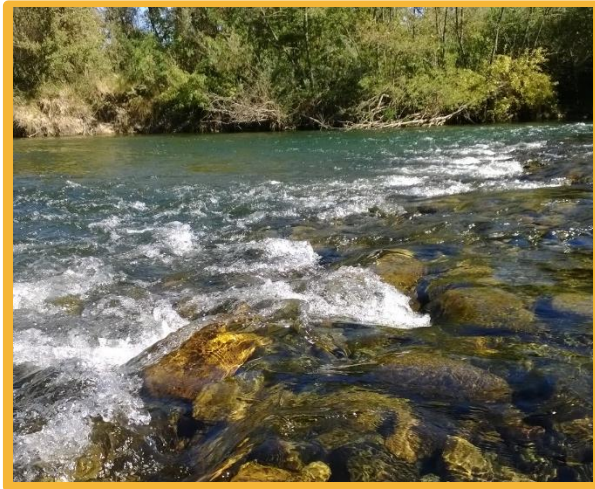
- First initial report to be updated with any schedule update and progress to date since the application was submitted in August 2017. This report is to be submitted by October 30, 2018. Thereafter, the reports are due quarterly.
- Costs are eligible since the passing of the Bond (November 2014). Land acquisition costs require approval from DWR before being included for cost reimbursement. Requirements will be stated in the grant funding template.
- Following the completion of all MCED criteria, the project will be presented to the CWC with a recommendation to accept the final funding agreement. This action must be made by January 1, 2022.

To support the water resource planning, technical and financial evaluations, regulatory coordination and stakeholder agreement development, IEUA will require additional support services from GEI Consultants, Inc. (GEI). IEUA has asked the GEI team to commit several key leadership and staff personnel over the next four months to complete tasks associated with the following activities:

- Technical and expert advice/assistance with State Water Project operations
- Coordination, materials and strategic development of framework for agreements with regulators (Department of Water Resources, California Department of Fish and Wildlife and State Water Resources Control Board, etc.)
- Coordination and materials to support the development of agreements for groundwater storage and pump back operations
- Public outreach and communication with member agencies
- Feasibility studies – technical and financial

In coordination with GEI, IEUA staff will conduct several workshops with the IEUA Board over the next several months to present a final project description, facilitate a robust review of the project funding strategy and outline the proposed project schedule. Based on a detailed review of hours and team members, it is expected that an amendment to the GEI contract in the amount of \$235,000 will be needed to support IEUA staff and complete these tasks. With this proposed amendment, the total project contract to GEI would be \$557,235.

Proposition 1 Grant Update & Professional Services Contract Amendment



Drivers for a Regional Water Management Solution

Several Significant Challenges within the Chino Basin ...

- Water Quality
- Land Subsidence
- Salinity Management
 - Basin objectives
 - Recycled water compliance
- Imported Water Supply Reliability
- Program Funding



The Development of a Regional Solution

Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program

Leveraging State Funding to Help Address Local Needs ...

- Water Quality: Cycling High Quality Water into the Chino Basin
- Land Subsidence: Storing and Extracting where it is Needed Most
- Salinity Management: Advanced RW Infrastructure (Planned for 2020's)
 - Basin objectives
 - Recycled water compliance
- Imported Water Supply Reliability: Local Infrastructure (Funding Support & Use)
- Program Funding: Grant Support of \$207M into the Chino Basin

Chino Basin Project Status Update

Project Status

- Approved for \$207M in Grant Funding

Next Steps

Immediate Need - 2018

- Local Stakeholder Outreach and Coordination
- Feasibility Evaluations
 - Technical, financial and regulatory
- Environmental Documentation
- Regulatory Permits and Agreements
 - Department of Water Resources
 - State Water Resources Control Board
 - California Department of Fish and Wildlife
 - Metropolitan Water District



Source: <http://www.uppersarhpc.com/>



Source: <http://www.nmfs.noaa.gov/stories/2015/09/images/chinooksalmon02.jpg>

Chino Basin Project Team

Project Team

- IEUA Staff
- The Nature Conservancy (TNC)
- GEI Consultants, Inc.
 - Mark Cowin, former Director of Department of Water Resources
 - Leo Winternitz, former Deputy Dir. Of CALFED Bay Delta Program, former Sr. Advisor of TNC
 - Technical Experts

Professional Services Contract Amendment

Additional/Continued Support Services from GEI

- Development of Agreements
 - Regulators
 - State Water Project
 - Stakeholders
- Public outreach and communication
- Feasibility Evaluations
 - Technical
 - Financial
- As-needed staff support

Estimated Support Effort - Contract Amendment of \$235,000

Recommendation

- Award contract amendment to GEI Consultants, Inc. for \$235,000, increasing total authorized contract amount to \$557,664; and
- Authorize the General Manager to execute the contract.

*The project supports **IEUA's business goal of Water Reliability**, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.*



**CONTRACT AMENDMENT NUMBER: 4600002389-005
FOR PROFESSIONAL SERVICES
CHINO BASIN ENVIRONMENTAL WATER PROGRAM**

THIS CONTRACT AMENDMENT FIVE is made and entered into this ___ day of _____, 2018, 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 GEI Consultants, Inc. of Wobum, MA (hereinafter referred to as "Consultant"), for Professional services related to Services for professional services related to Services for Proposition 1 Water Storage Investment Program (WSIP) Grant Application for Chino Basin Conjunctive Use & Environmental Water Storage/Exchange Program (e.g. Chino Basin Environmental Water Program), and shall revise the Contract as herein amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, IS CHANGED TO ADD: Consultant additional services and responsibilities shall include and be in accordance with the following:

Subsection F. Reference Consultant Proposal dated August 1, 2018, **Exhibit G**, as well as Consultant's updated rates for 2018, **Exhibit B (Updated)**, which are attached hereto, referenced herein, and made a part hereof.

SECTION SIX, PAYMENT, INVOICING, AND COMPENSATION IS REVISED TO ADD THE FOLLOWING:

Subsection G. As compensation for the additional Work performed under Contract Amendment-005, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM OF \$557,749.00** for all services satisfactorily provided during the term of this Contract. (This reflects an additional \$235,085.00 as requested via Consultant in Exhibit G.)

All Other Provisions Of This Contract Remain Unchanged, In Full Force, And Effect.

(Signature Page Immediately Follow)



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

INLAND EMPIRE UTILITIES AGENCY:
**A MUNICIPAL WATER DISTRICT*

GEI CONSULTANTS, INC.:

Halla H. Razak
General Manager

(Date)

Naser Bateni

Naser Bateni
Senior Vice President

8/2/2018

(Date)

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EXHIBIT B (Updated)

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 113
Staff Professional – Grade 2	\$ 125
Project Professional – Grade 3	\$ 137
Project Professional – Grade 4	\$ 154
Senior Professional – Grade 5	\$ 181
Senior Professional – Grade 6	\$ 206
Senior Professional – Grade 7	\$ 245
Senior Consultant – Grade 8	\$ 275
Senior Consultant – Grade 9	\$ 335
Senior Principal – Grade 10	\$ 335

Senior CADD Drafter and Designer	\$ 137
CADD Drafter / Designer and Senior Technician	\$ 125
Field Professional	\$ 103
Technician, Word Processor, Administrative Staff	\$ 102
Office Aide	\$ 80

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for Specialized Technical Computer Programs – Computer usage for specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

EXHIBIT G

August 1, 2018



Ms. Sylvie Lee
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, California 91708

Consulting
Engineers and
Scientists

Re: GEI Contract #4600002389 – Professional Services Proposition 1 WSIP Grant

Dear Ms. Lee:

This letter is requesting amendment to GEI Contract #4600002389 (Contract) for Professional Services for the Inland Empire Utilities Agency (IEUA) Proposition 1 Water Storage and Investment Program (WSIP) Grant Application for the Chino Basin Environmental Water Program (Program). This amendment is in response to IEUA's request to provide additional professional services for: response to California Water Commission (CWC) technical review and preliminary scoring comments; meeting CWC funding agreement conditional requirements; feasibility study and environmental planning support; coordination and progress reporting support; and staff assistance. The requested amendment is as follows:

- Amend the contract price not-to-exceed from \$322,664 to \$557,749, an increase of \$235,085.
- Amend EXHIBIT B GEI PRICE (FEE) SCHEDULE of Contract to GEI Consultants Standard Fee Schedule 2018 (enclosed) consistent with the fee schedule provision that rates are subject to increase twelve (12) months after the date of the contract.
- Amend the scope of services to include the following work activities, which are to be performed on an as-needed basis upon direction from the IEUA Project Manager:
 - Technical and expert advice/assistance for MWD and SWP operations.
 - Assistance with discussions and coordination with DWR, SWRCB, and CDFW to prepare necessary agreements, arrangements, and associated technical materials/plans.
 - Assistance with discussions and coordination with MWD, Watermaster, and other agencies as needed to help advance project plans.
 - General strategy development, public relations, and NGO outreach.
 - Feasibility study and environmental planning assistance and related support.
 - Assistance with discussions and coordination with CWC Staff, such as project coordination, administration, and progress reporting.
 - Staff assistance.
- The term of the contract is through December 31, 2018 and does not require amendment at this time.

If you have any questions or require additional information, please contact me at 916-912-4792.

Sincerely,

A handwritten signature in black ink that reads "Roger Putty".

Roger Putty, PE, PMP
Project Manager

Enclosure

cc Leo Winternitz

**CONSENT
CALENDAR
ITEM**

4D

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager



Committee: Engineering, Operations & Water Resources Committee
Finance & Administration

08/08/18

08/08/18

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Adoption of Resolution No. 2018-8-1, Establishing Plan Check and Inspection Fees

Executive Summary:

Staff currently receives plans for proposed developments that will connect to IEUA facilities. The plans are reviewed for conformance to IEUA standards. After final acceptance of the plans, IEUA inspection is provided during the connection to IEUA facilities.

In order to cover the level-of-effort costs to perform plan review and inspections, it is recommended that a plan check and inspection fee be established to cover the level-of-effort to perform plan review and inspection. The fee is based on an average number of hours spent on previous development projects over the last five years. The fee consists of costs associated with an Inspector's and a Senior Engineer's time to review up to five drawings per plan check. If the plan check has more than five drawings to be reviewed, the fee will be based on a quote provided by IEUA on the number of hours required.

The proposed procedure and resolution have been developed in coordination with IEUA legal counsel.

Staff's Recommendation:

1. Adopt Resolution No. 2018-8-1, establishing a fee covering IEUA's services for review of applications, plans, and inspections of construction for development; and
2. Authorize the General Manager to review and adjust the fee schedule as necessary to maintain cost coverage.

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

Account/Project Name:

None.

Fiscal Impact (explain if not budgeted):

The fees collected will reimburse the staff time charged to various funds.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

Resolution No. 2018-8-1 is consistent with the IEUA's Business Goals of Business Practices and Fiscal Responsibility where IEUA will be ethical, cost-effective, and apply environmentally sustainable regional planning principles in all aspects of business and public service, and will fund operations and capital investments by maintaining reasonable service rates and fees that fully support the costs of service.

Attachments:

Attachment 1 - Resolution 2018-8-1

Attachment 1

RESOLUTION NO. 2018-8-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT, IN SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING A FEE COVERING IEUA'S SERVICES FOR REVIEW OF APPLICATIONS, PLANS, AND INSPECTIONS OF CONSTRUCTION FOR DEVELOPMENT

WHEREAS, Inland Empire Utilities Agency, a Municipal Water District ("Agency") is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code; and

WHEREAS, the Inland Empire Utilities Agency Board of Directors ("Board of Directors") has determined that it is necessary to establish a fee covering staff costs for processing applications, reviewing plans, and conducting inspections of development projects brought before the Agency; and

WHEREAS, the Board of Directors may impose these fees and charges as they are exempt from the voter approval requirements of articles XIII C and XIII D of the California Constitution; and

WHEREAS, staff has evaluated and researched the costs to the Agency that associated with providing these services to potential development.

NOW, THEREFORE, the Board of Directors hereby resolves that:

SECTION 1. ADOPTION OF FEE SCHEDULE

The fees, charges and requirements set forth in the Inland Empire Utilities Agency fee schedule attached hereto as Exhibit A, and incorporated herein by reference, are hereby approved and adopted as the Agency's fee schedule to be imposed as set forth therein. Additionally, the General Manager is authorized to adjust Exhibit A as necessary to maintain cost coverage.

SECTION 2. AUTHORIZATION

The Board of Directors hereby finds and determines that the existing, new or increased fees in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review, document, facility, or commodity for which such fee is levied or authorized to be levied.

SECTION 3. EFFECTIVE DATE.

The new fees set forth in this Resolution shall become effective on September 1, 2018.

SECTION 4. REFUNDS

No refunds will be issued for fees paid to the Agency in accordance with this Resolution.

ADOPTED the 15th day of August 2018.

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)

COUNTY OF) SS

SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2018-8-1, was adopted at a regular
Board Meeting on August 15, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

*A Municipal Water District

EXHIBIT A

INLAND EMPIRE UTILITIES FEE SCHEDULE

Engineering Department

Application Processing, Plan Check, Inspection of Construction - Up to Five Plan Sheets	\$2,215*
Application Processing, Plan Check, Inspection of Construction - Greater than Five Plan Sheets	By Quote

*This is a one-time fee for services in reviewing a development project modifying IEUA facilities.

**CONSENT
CALENDAR
ITEM**

4E

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR

08/08/18

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Bulk Supply of 12.5% Sodium Hypochlorite

Executive Summary:

Sodium hypochlorite (commonly referred to as bleach) is a critical process chemical used during wastewater treatment for disinfection. Sodium hypochlorite is also used for odor control in chemical odor scrubbers.

The current supply contract with Olin Corporation, will expire in August 2018. On June 13, 2018, a formal Request for Proposal was issued through the PlanetBids Network to 10 potential bidders. The bid closed on June 28, 2018. Olin Corporation was the lowest bidder with a proposed price of \$0.774 per gallon, including delivery. The increase from \$0.59 per gallon is attributed to increased raw materials and transportation prices.

Olin Corporation continues to meet all Agency expectations; therefore, staff recommends that the Board approve the issuance of a three-year contract to Olin Corporation. Under the proposed contract, pricing will be fixed at the aforementioned rate for an initial three-year period. Two potential one-year options are also provided for under the contract, provided that both parties can reach mutual agreement on option pricing.

Staff's Recommendation:

1. Approve Contract No. 4600002591 to Olin, establishing a three-year contract for the supply of 12.5% bulk sodium hypochlorite with options for two additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager to execute the contract with two potential contract extensions.

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

Account/Project Name:

Sodium Hypochlorite expenditures will be funded from fiscal year Regional Wastewater Operations and Maintenance chemical budget for each individual water reclamation facility.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On July 15, 2015, the Board of Directors awarded a one-year contract to Olin Corporation with options for two additional one-year extensions.

On June 18, 2012, the Board of Directors awarded a three-year contract to JCI Jones, Inc.

Environmental Determination:

Not Applicable

Business Goal:

The contract supports the IEUA's Business Goal of Wastewater Management specifically the Water Quality Asset Management that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - Contract No. 4600002591 to Olin Corporation

Attachment 1



**CONTRACT NUMBER: 4600002591
FOR
SUPPLY OF 12.5% SODIUM HYPOCHLORITE**

This CONTRACT (Contract), is made and entered into this ____ day of _____, 2018, 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 Olin Corporation, dba Olin Chlor Alkali Products, of Tracy, California, (hereinafter referred to as Supplier), for bulk supply and delivery of 12.5% sodium hypochlorite.

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

- A. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows, or as provided to the Supplier in writing at a future date:

Contract Administrator: Scott Oakden
Deputy Manager of Operations
Location: 6075 Kimball Avenue
Chino, CA 91708
Telephone: (909) 993-1922
Fax: (909) 993-1987
Email: soakden@ieua.org

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

Supplier Representative: John Schabacker
Address: 26700 South Banta Road
Tracy CA 95304
Telephone: (209) 835-7204
Facsimile: (209) 835-9760
E-mail: jmschabacker@olin.com

- C. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:

1. Amendment(s) to Contract No. 4600002591.
2. Contract No. 4600002591 General Terms and Conditions.
3. Agency Request for Proposal No. RFP-SM-18-007
4. Supplier's Proposal dated 6/24/2018.

- D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

PRODUCT REQUIREMENTS: Sodium hypochlorite shall be supplied and delivered (in bulk) as 12.5 percent solution. Sodium hypochlorite purchased under this Contract shall meet AWWA standards for wastewater treatment and shall comply in all respects with Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: The Supplier shall supply and deliver all (100%) of the 12.5% bulk sodium hypochlorite to be used by the Inland Empire Utilities Agency at its various facilities during the term of any Contract entered into. The Agency anticipates total usage of sodium hypochlorite to be approximately 2,605,000 gallons. However, the Agency will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price established within the ensuing Contract.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days upon receipt of either a verbal or written shipping order from the Agency. Orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period. It is anticipated that deliveries to the RP-1 facility will be made daily in 5,000 gallon loads. 5,000 gallon deliveries will also be made to the CCWRF, RP-4 and RP-5 facilities, but on an "as needed" rather than daily basis. All other locations will be delivered approximate 2,000 to 3,000 gallon loads. Deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m., no deliveries will be accepted between 12:00 and 12:30 p.m.

All bill of lading/shipping documents and associated invoice documents shall reference the number of gallons delivered, as well as the corresponding number of pounds in order to facilitate the Agency's internal receiving and Accounts Payable transactions.

DELIVERY LOCATIONS: Sodium hypochlorite shall be delivered to the following locations:

	<u>ESTIMATED ANNUAL USAGE</u>
Inland Empire Utilities Agency Regional Plant No. 1 (RP-1) 2662 E. Walnut Avenue Ontario, California 91761	1,600,000 gallons
Inland Empire Utilities Agency Carbon Canyon Wastewater Reclamation Facility (CCWRF) 14950 Telephone Avenue Chino, California 91708	400,000 gallons
Inland Empire Utilities Agency Regional Plant No. 4 (RP-4) 12811 6 th Street Rancho Cucamonga, California 91729	275,000 gallons
Inland Empire Utilities Agency Regional Plant No. 5 6075 "C" Kimball Avenue Chino, CA 917108	320,000 gallons
Inland Empire Utilities Agency Regional Plant No. 2 16400 El Prado Rd. Chino, CA 91708	10,000 gallons

In addition, the Agency reserves the right to include any additional delivery locations located within its service area as may be required in the future. Any added location shall receive the same product, service, pricing, etc. as required in the Contract.

LOADING AND UNLOADING: Upon arrival, the delivery person will report to the Operations Building receptionist; upon notification an Agency operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time, up to one hour, between notification of clerk and approval by Agency operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. The Supplier's unloading crew must possess and wear appropriate personal protection equipment (PPE), compliant with OSHA regulations, throughout each unloading process. Loading and unloading of all shipments will not commence without a Agency Operator present. The Supplier's delivery equipment **must** be fully compatible with Agency facilities and equipment. Deliveries shall be executed without any spillage of material. **Any** spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to Agency property caused by a spill shall be corrected by the Supplier immediately.

PRODUCT SAMPLE: The Agency will require, on an as needed basis, that a sample of the product delivered be collected by Agency personnel prior to unloading. The amount of sample required will be approximately one quart. Suppliers equipment must accommodate for the collection of the sample without causing the spilling or splashing of product.

TERMINATION: The Agency may reject delivery or terminate the Contract if the quality of the delivered sodium hypochlorite does not meet the product specifications. In the event delivered product is rejected for failure to meet the product specifications, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The Agency may terminate the Contract should two or more deliveries of sodium hypochlorite be rejected in a one year period.

EMERGENCY TELEPHONE NUMBER: The Supplier shall provide a telephone number(s) where a representative may be contacted 24 hours a day, seven days a week in the event of an emergency.

SAFETY DATA SHEETS: The Supplier shall provide a copy of the associated Safety Data Sheet (SDS) to the Agency's Contract Administrator upon execution of any Contract entered into and whenever said document is revised or updated. Additionally, a copy of the SDS shall be submitted to the Agency Operator present at the time of each delivery.

SAFETY TRAINING: The Supplier shall provide training in the safe and proper handling procedures of their product and delivery methods at the request of the Agency. Training may be provided once per calendar year. This training shall be provided at the Agency's Regional Plants, as required. The training shall be provided at no additional expense to the Agency

- E. **TERM OF CONTRACT / OPTIONS:** The initial term of this Contract shall run from September 1, 2018 through August 31, 2021 or as mutually agreed to between the Supplier and Agency in any written extension to said Contract. Additionally, upon both Parties reaching mutual agreement as to a revised unit price, this Contract may be extended in twelve month increments, for an additional period not-to-exceed 24 months; resulting in a total Contract term of five years. In the event the Agency desires to exercise one or both of the Contract extension options provided for in this Section, the Agency shall provide written notice of its desire to do so to the Supplier prior to the expiration of the original Contract term, or any extension thereof.
- F. **PAYMENT, INVOICING AND COMPENSATION:** The Agency shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be

withheld for any product which does not meet the requirements of this Contract or has proven unacceptable until such product is replaced and accepted by the Project Manager.

To expedite the payment of invoices email to apgroup@ieua.org with a copy to the Agency's Project Manager.

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the following price schedule:

5,000 Gallon Deliveries:

PRODUCT PRICE/<u>GALLON</u> (delivered)	\$ 0.774/gallon
SALES TAX (Exempt)	Not Applicable
TOTAL NET PRICE/<u>GALLON</u> (delivered)	\$ 0.774/gallon

2,000 to 3,000 Gallon Deliveries:

PRODUCT PRICE/<u>GALLON</u> (delivered)	\$ 0.838/gallon
SALES TAX (Exempt)	Not Applicable
TOTAL NET PRICE/<u>GALLON</u> (delivered)	\$ 0.838/gallon

Lot Charge for Split Loads **\$50.00 / Stop**
(Full truckload delivered to/split between 2 IEUA destination points)
(to be incurred after 1st stop)

G. FITNESS FOR DUTY:

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. 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
 - c. 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 the Agency.

2. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

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

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

a) **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.

If the Supplier utilizes a claims made policy they agree to maintain said policy or a tail on said policy, at the same limits of coverage as required pursuant to this document, for a period of three years after the expiration of, or any extensions to the Contract.

b) **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.

c) **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.

2. **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.

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

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

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

b. **Primary Coverage:** The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

4. 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.

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

6. Submission 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

I. LEGAL RELATIONS AND RESPONSIBILITIES:

- 1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.
- 2. Observing Laws And Ordinances: The Supplier or any Subcontractor 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 supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.

3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Contract Administrator.
4. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
5. 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.
6. Equal Opportunity: During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. Disputes:
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Counsel shall pursue the work to completion in accordance with the instruction of the Agency's Contract Administrator 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.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Contract Administrator and the Counsel shall comply, pursuant to the Agency Contract Administrator instructions. If the Counsel is not satisfied with any such resolution by the Agency Contract Administrator, they may file a written protest with the Agency Contract Administrator within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Counsel to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Contract Administrator's resolution. The Agency's Contract Administrator shall submit the Counsel's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Contract Administrator's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Contract Administrator within ten (10) calendar days after receipt of said protest(s). If Counsel is not satisfied with any such resolution by the CEO/GM, they may file a

written request for arbitration with the Contract Administrator within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

- c. 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:
- (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Counsel to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Counsel are acceptable and, if so, such person will be designated as Arbitrator.
 - (2) In the event that none of the names submitted by Counsel are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Counsel a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Counsel shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - (3) 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.
- d. Joinder in Mediation/Arbitration: The Agency may join the Counsel in mediation or arbitration commenced by a Counsel 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 Counsel.

J. **INFRINGEMENT:** Supplier represents and warrants that Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violation of any Proprietary Rights of any person.

Supplier 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 attorneys' fees and expenses arising out of any claim that use of the Work or Documentation, to replace or modify the Work and Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Supplier 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.

K. **TAXES, FEES, AND CHARGES:** The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.

- L. **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
Contracts & Procurement Manager
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91700

Supplier: John M. Schabacker
Business Director
Olin Corporation, dba Olin Chlor Alkali Products
26700 South Banta Road
Tracy, CA 95304

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.

- M. **INTEGRATION**: The Contract Documents represent the entire agreement between the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier. (Government Code Section 4154)
- N. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- O. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or Agency shall be null, void, and of no legal effect whatsoever.
- P. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- Q. **TERMINATION**: The Agency reserves the right to suspend, cancel, or terminate this Contract at any time upon ten calendar days written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154).
- R. **CHANGES**: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via written, bi-laterally signed amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such change and shall be set forth within the Contract Amendment.
- S. **FOB POINT**: The FOB point for all product delivered against this contract shall be destination.

T. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

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

INLAND EMPIRE UTILITIES AGENCY:

OLIN CORPORATION:

Halla Razak
General Manager

Date

John M. Schabacker
Business Director

Date

**CONSENT
CALENDAR
ITEM**

4F

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

HR

Committee:

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Adoption of Resolution Nos. 2018-8-9 and 2018-8-10, approving the Memorandum of Understanding for the Operators' Association and Agency-wide Salary Matrix

Executive Summary:

In 2013, the Board of Directors approved five-year term Memorandum of Understanding (MOUs) for all represented employee groups, and Personnel Manuals for Unrepresented and Executive Management Employees. These agreements expired on June 30, 2018. Negotiations to renew the agreements started September 2017 under the former General Manager. All labor groups reached an agreement in mid-June 2018. All represented groups including the Operators' Association voted to ratify three-year term agreements prior to June 30, 2018, a key objective of the negotiations. Other key objectives included negotiation of multi-year agreements; compensation and benefit adjustments within Board approved budget; and language "clean-up". The proposed MOU for the Operators' Association includes adjustments to compensation and certain incentives, such as: a cost of living adjustment (COLA) for each of the three fiscal years; increases to the monthly medical contribution amount, annual wellness benefit, certifications, professional memberships; and an Agency match to employees 457 deferred compensation accounts. Additional key negotiated terms and conditions are listed on Exhibit A. Upon Board approval of the proposed Resolution Nos. 2018-8-9 and 2018-8-10, the MOU will represent terms and conditions of employment for the Operators' Association beginning July 1, 2018 through June 30, 2021.

Staff's Recommendation:

1. Adopt Resolution No. 2018-8-9, approving the Memorandum of Understanding (MOU) for the Operators' Association; and
2. Adopt Resolution No. 2018-8-10, approving the Salary Schedule/Matrix for all employees.

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

Account/Project Name:

The Agency's FY 2018/19 Amended Budget provides sufficient funding for the compensation adjustments and other incentives as provided in the proposed MOU.

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On August 1, 2018, the Board approved three-year term Memorandum of Understanding (MOUs) for the General, Laboratory, Supervisors' and Professional employee groups and Personnel Manuals for the Unrepresented and Executive Management employee groups. On September 13, 2013, the Board approved five-year term MOUs for the General, Laboratory, Operators', Supervisors' employee groups and Personnel Manuals for the Unrepresented and Executive Management employee groups, and the Professional Unit on November 20, 2013.

Environmental Determination:

Not Applicable

Business Goal:

Timely negotiation of the MOUs with the various represented employee groups at a reasonable cost to the Agency ensures employees are fairly compensated and promotes positive labor relations consistent with the IEUA Business Goal Work Environment.

Attachments:

Exhibit A - Key Negotiated Terms & Conditions

Attachment 1 - Resolution No. 2018-8-9 MOU for the Operators' Association

Attachment 2 - Resolution No. 2018-8-10 Salary Schedule/Matrix

KEY NEGOTIATED TERMS & CONDITIONS

While the Operations' Unit negotiated numerous terms and conditions, the key negotiated terms and conditions reached with the unit were:

1. The Agency and the units entered into three-year term agreements (FYs 2018/19-2020/21).
2. IEUA Employees will receive a 3% Cost of Living Adjustment (COLA) increase for each year of the contract.
3. IEUA employees will receive an additional monthly medical contribution toward their medical premiums of \$50/Year 1, +\$25/Year 2, and +\$25/Year 3.
4. The Educational Reimbursement amount available to employees was increased to \$5,250 per fiscal year.
5. The Wellness Benefit amount available to employees was increased from \$350 to \$500 per fiscal year.
6. The Agency will match \$25 per pay period to employee 457 Deferred Compensation Plans for a total of \$650 per fiscal year.

RESOLUTION NO. 2018-8-9

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, APPROVING THE MEMORANDUM OF
UNDERSTANDING FOR OPERATORS' ASSOCIATION EMPLOYEES**

WHEREAS, the representatives of the Board of Directors of Inland Empire Utilities Agency* have met and conferred with duly authorized representatives of the Operators' Association to make equitable adjustments to terms and conditions of employment, and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the Board of Directors for ratification, and

WHEREAS, a majority of the association members from this group voted to approve the Memorandum of Understanding.

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

Section 1. That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Memorandum of Understanding between the Inland Empire Utilities Agency and the Operators' Association attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until a successor Memorandum of Understanding or Personnel Manual is adopted after the parties have met and conferred.

ADOPTED the 15th day of August, 2018.

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)
COUNTY OF) SS
SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2018-8-9, was adopted at a regular
Board Meeting on August 15, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A Hall
Secretary/Treasurer

(SEAL)

*A Municipal Water District

THE INLAND EMPIRE UTILITIES AGENCY*
MEMORANDUM OF UNDERSTANDING
INLAND EMPIRE OPERATORS' ASSOCIATION

FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021

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THE INLAND EMPIRE UTILITIES AGENCY*
MEMORANDUM OF UNDERSTANDING

INLAND EMPIRE OPERATORS' ASSOCIATION

The Agency does hereby adopt this Memorandum of Understanding (MOU) establishing personnel Rules and Regulations for the Inland Empire Operators' Association ("employees") of the Agency. Provisions of the Manual do not apply to part-time, temporary, limited term, contract or intern personnel (employees) unless specifically noted in the Manual, Agency Policy or the employee's contract. This Manual does not create any contract of employment, expressed or implied, or any rights in the nature of a contract. This Manual shall be commonly referred to as the Inland Empire Operators' Association MOU.

- A. There are no provisions in this MOU that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this MOU unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.
- B. The exclusive rights of the Agency include, but are not limited to:
- 1) Determine the mission of its constituent departments, commissions, and boards;
 - 2) Set standards of service;
 - 3) Determine the procedures and standards of selection for employment and promotion;
 - 4) Direct its employees;
 - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
 - 6) Maintain efficiency of government operations;
 - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
 - 8) Determine the content of job classifications;
 - 9) Take all necessary actions to carry out its missions in emergencies;
 - 10) Exercise complete control, direction, and discretion over its organization and the technology of performing its work;
 - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause in accordance with Article 16, Disciplinary Actions,
 - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and require compliance herewith;
 - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
 - 14) Enforce other management rights secured by the "Inland Empire Utilities Agency Employer-Employee Relations Resolution".

- C. The Inland Empire Operators' Association is a recognized employee organization which represents a unit of representation established by the Board of Directors of the Agency, pursuant to the Agency's Employer/Employee Relations Resolution, and which includes the following classifications, as well as those which may be added, deleted, or modified in the future pursuant to the Employer/Employee Relations Resolution:

Recycled Water Distribution Operator
Senior Wastewater Treatment Plant Operator
Senior Water Plant Operator
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator III
Wastewater Treatment Plant Operator IV, V
Wastewater Treatment Plant Operator-in-Training
Water Plant Operator I
Water Plant Operator II
Water Plant Operator III
Water Plant Operator IV, V

The provisions of this MOU shall apply to the above referenced classifications, who shall receive all benefits agreed to in this MOU.

ARTICLE 1 - DEFINITIONS

Section 1.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

Section 1.02. - Appointment

The act of filling a vacant position with a person who has met the qualifications for the position.

Section 1.03. - Anniversary Year

The year following the date of employment with the Agency and each successive year thereafter.

Section 1.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and salary.

Section 1.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, or reinstatement, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence,

provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

A. Break in Continuous Regular Employment

1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of one of the above authorized periods of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began.

2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of one of the above authorized periods of absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its Allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is approved by the Agency.

Section 1.06. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 1.07. - Holiday Pay

Pay received by those employees who are required to work on an Agency recognized holiday.

Section 1.08. - Hourly Rate of Pay

The hourly rate of pay for non-exempt employees is the amount equal to the classification and step position an employee currently holds.

Section 1.09. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor), and Child (biological/adopted/foster/step child, a legal ward, or a child of a person standing in loco parentis who is under age 18) Brother, and Sister.

- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Grandparent, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

Section 1.10. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

Section 1.11. - Job Abandonment

An employee who does not report or call-in to work as scheduled for three (3) or more consecutive work days, and has not been excused for compensatory time off, vacation leave, floating holiday, sick leave or a leave of absence without pay, shall be considered as having abandoned his/her job. Such employee may be disciplined in accordance with Article 16, Disciplinary Actions and Appeals Procedures.

Section 1.12. - Non-Exempt Employees

Employees in non-exempt positions who are covered under FLSA regulations, including overtime pay requirements and are compensated on an hourly basis.

Section 1.13. - Overtime

Overtime shall be defined for non-exempt employees as all hours worked in excess of forty (40) hours per workweek.

Section 1.14. - Overtime Pay

- A. A rate equivalent to one and one-half (1½) times an employee's regular rate of pay.
- B. An employee who is required to work in excess of fourteen (14) consecutive hours and less than sixteen (16) consecutive hours shall be paid overtime at two (2) times the employee's hourly rate of pay.
- C. Except in the case of a Federal, State, local, or Agency (as deemed necessary by the General Manager, or designated representative(s) in the absence of the General Manager) emergency, no employee shall work in excess of sixteen (16) consecutive hours in any twenty-four (24) hour period and shall have at least an eight (8) hour continuous break between shifts and at least two 30 minute meal breaks within the sixteen (16) hours. An employee who is required to work in excess of sixteen (16) consecutive hours in a twenty-four (24) hour period shall be paid overtime at three (3) times the employee's hourly rate of pay for all hours worked in excess of sixteen (16) consecutive hours.

Section 1.15. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

Section 1.16. - Probationary Employee

A. Original Probationary Employee

A person appointed to fill a regular position, but who has not yet completed the probationary period. The probationary period is a trial period in which a new employee is evaluated on the ability to fulfill the skills required by a position and the ability to establish an effective working relationship with co-workers.

B. Technical Probationary Employee

A regular employee appointed, through promotion or a lateral transfer, to a classification or position having duties other than the employee's current position.

Section 1.17. - Probationary Period

A period considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties and responsibilities of the position.

Section 1.18. - Promotion

The movement of an employee by competitive recruitment from one classification to another classification having a higher maximum base rate of pay.

Section 1.19. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or salary range.

Section 1.20. - Reemployment

The re-hiring, other than reinstatement, of an individual who formally worked as an employee of the Agency.

Section 1.21. - Regular Employee

An employee who has successfully completed the original probationary period.

Section 1.22. - Reinstatement

The restoration, without competitive examination, of a former regular employee to a classification in which the employee formerly served as a regular, non-probationary employee.

Section 1.23. - Resignation

The termination, at the election of the employee, of employment with the Agency.

Section 1.24. - Step Advancement

A salary increase, based on Meets Expectations or better employee performance, which is within the limits of a pay range established for a classification.

Section 1.25. - Temporary Employee

A person employed to meet a short-term need of the Agency. Temporary employees shall not be retained in this status more than six (6) months without the written approval of the General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provision stipulated in this MOU.

Section 1.26. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

Section 1.27. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum salary, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

Section 1.28. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

Section 1.29. - Workweek

A workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

A. 5/40 Work Schedule

The 5/40 work schedule shall consist of five 8-hour days equaling forty (40) hours per workweek, and is defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

B. 4/10 Standard Work Schedule

A 4/10 standard work schedule shall consist of four 10-hour days equaling forty (40) hours per workweek, and is defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday. Management will determine an employee's standard work schedule to be Sunday through Wednesday, Monday through Thursday, Tuesday through Friday, or Wednesday through Saturday.

C. The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies that are inherent in the Agency's responsibilities.

Section 1.30. - Business Day

A business day is any day that the Agency's Headquarters Building is open for business.

Section 1.31. - Scheduled Work Day

A scheduled workday is an employee's regularly scheduled workday; or, when an employee is notified today, that he/she is scheduled to work tomorrow (normal day off), it is considered advanced notification and a scheduled workday.

Section 1.32. - Unscheduled Work Day

An unscheduled workday is when an employee is notified today (normal day off), that he/she is scheduled to work today's shift, there is no advanced notification and it is determined to be an unscheduled workday.

Section 1.33. - Standard Work Schedule

The standard work schedule under a 4/10 work week is defined as start time of 0600 and end time of 1600.

ARTICLE 2 - GENERAL PROVISIONS

Section 2.01. - Equal Employment Opportunity

The Agency provides equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status.

Section 2.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics marital status, sexual orientation or veteran status will not be tolerated (refer to Agency Policy A-29 and A-30).

Section 2.03. - Compliance With Law

The Agency's Board of Directors and employees shall take no actions relative to personnel or labor relations matters that conflict with or attempt to circumvent applicable State or Federal Laws.

Section 2.04. - Amendment of Memorandum of Understanding

This MOU may be amended by the Agency Board of Directors subject to Government Code Section 3500, et. seq.

Section 2.05. - Labor/Management Meetings

Representatives of the Association and the Agency shall meet informally at the request of either party to discuss matters of mutual interest to each party. The time and place of the meeting shall be selected by representatives involved.

The Inland Empire Operators' Association shall be permitted to meet as a group for up to a maximum of two (2) hours on Agency time twice per calendar year.

The Agency and the Association agree to utilize the Labor/Management meetings to discuss revisions and modifications to the MOU for the purpose of establishing consistent language for all bargaining units. The labor/management process shall not result in any change in terms and conditions of employment absent a meet and confer process resulting in an agreement between the parties to do so.

Section 2.06. - Personal Hygiene Time

Each employee who is required to wear an Agency provided uniform shall be provided up to twenty (20) minutes at the end of each workday to clean up. Said clean up time shall be used to change from Agency uniforms, shower and change into street clothing, etc.

ARTICLE 3 - FILLING OF VACANCIES

Section 3.01. - General

Vacancies may be filled by appointment, transfer, demotion or promotion, or by the use of a temporary employee as deemed in the best interest of the Agency by the General Manager or designated representative(s).

Section 3.02. - Filling of Vacancy

Vacancies may be filled by appointment, transfer, demotion or promotion, as deemed in the best interest of the Agency by the General Manager or designated representative(s).

- A. Insofar as possible and practical and in keeping with the best interests of the Agency, vacancies may be filled with existing employees of the Agency, subject to the following conditions:
- 1) A current Agency employee submits a completed application form for the vacant position.
 - 2) The employee requesting consideration demonstrates or possesses the experience and/or education and other qualifications that the position requires.
 - 3) An employee scores competitively on examinations, if given.
 - 4) In cases where more than one employee applies and all other factors are equal, seniority in terms of employment with the Agency shall prevail.

B. Employees shall be evaluated for promotion or advancement based on criteria, including but not limited to:

- 1) Overall work performance.
- 2) Knowledge, training, ability, skill, efficiency and overall job performance.
- 3) Job-related work experience and education including certificates and degrees.
- 4) Cooperative working relationships with those contacted in the course of work.
- 5) Physical and mental ability to perform, with reasonable accommodation if disabled, the essential functions of the job.
- 6) Attendance records with the Agency.
- 7) Seniority with the Agency.

These criteria shall be evaluated only on the basis of the requirements of the position or classification for which the employee is being considered.

C. Qualified Agency employees may apply for a transfer or promotional position within the Agency. An employee on original probation may apply for a promotion prior to the conclusion of his/her probationary period.

ARTICLE 4 - APPLICATION PROCESS FOR NEW APPLICANTS

Section 4.01. - Application Forms

Employment applications shall be made online and/or on forms approved by the General Manager or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references and other information related to the job for which applying. All applications shall be signed and dated by the applicant under a penalty of perjury. Any falsification of information on an application form may disqualify an applicant.

Section 4.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which may include drug and/or alcohol screening performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during their employment with the Agency. The expense involved in such an examination shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

Section 4.03. - Employment Tests

Applicants for all positions, as determined by the General Manager, or designated representative(s), shall be subject to oral, written and/or performance tests. Only applicants who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

Section 4.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 2.01 of this MOU for those items which shall not be adjudged pertinent.

Section 4.05. - Rejection of Applicant

The General Manager, or designated representative(s), may reject an application, or, after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/psychological evidence, including, but not limited to, impairment caused by current illegal use of drugs; or current abuse of alcohol;
- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found by the Agency's automobile insurance carrier to be uninsurable if the essential functions of the job require the employee to be insured;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;
- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months, if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;

- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position, including a prior discharge from the Agency.

Section 4.06. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions), and any other information necessary to evaluate an applicant's qualifications for the position.

ARTICLE 5 - PERSONNEL RECORDS

Section 5.01. - General

- A. Personnel records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature (refer to Agency Policy A-58).
- B. The contents of any personnel file or record shall only be released to the employee or employee's designee, upon written authorization of the employee, upon court order, on a need to know basis to respective Manager/Supervisor, or legal representatives of the Agency relative to personnel actions and only by the Manager of Human Resources or his/her designated representative(s). A written log will be maintained in each Inland Empire Operators' Association employee's personnel file identifying access to the file by anyone other than Human Resources staff.
- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
 - 1) Application Form
 - 2) Employment Record
 - 3) Periodic Performance Appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with the Agency's records retention schedule, and in a confidential manner.
- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his/her file to assure said personnel file is current and complete.
- F. Disciplinary actions of less than and including a suspension of five (5) days or less will be purged from the employee's personnel file after two (2) years, upon written

request of the employee to the Manager of Human Resources if the employee has not been subject to any formal discipline during the two (2) year period. Suspensions of six to ten (6-10) days will be removed after five (5) years and suspensions of eleven (11) days or more will remain in the employee's file permanently.

G. Employees must provide the Agency with a current address and phone number.

ARTICLE 6 - PROBATIONARY PERIODS

Section 6.01. - Regulations

- A. Generally, original appointments shall have a probationary period of one (1) year. The General Manager can reduce or extend the original probation up to six (6) months. Said probationary period shall be declared in any offer letter. There are two (2) types of probationary periods:
 - 1) Original Probation - as defined in Section 1.16.A of this MOU.
 - 2) Technical Probation - as defined in Section 1.16.B of this MOU.
- B. Upon approval of the General Manager, or designated representative(s), either an original or technical probationary period may be extended a maximum of an additional six (6) months.
- C. Prior to the completion of a probationary period, the probationer's supervisor or the manager of the department in which the employee works, shall prepare a performance appraisal reporting the quality of the required skills, knowledge and ability to successfully perform the job as stated in the probationer's job classification specification. This appraisal shall be reviewed with the probationary employee and a signed copy presented to the General Manager, or designated representative(s), along with a recommendation to retain the employee, or discharge the employee. In the case of the technical probationer, the employee may be reclassified or returned to the employee's former classification or position as provided for in Section 6.02.B and 6.02.D.
- D. In the case of an original probationary period of one (1) year, employees who have completed six (6) months may use accrued sick, vacation leave and/or floating holiday.
- E. The time required for original probationary periods shall be extended by any time an employee is on an authorized leave of absence with or without pay, which exceeds ten (10) calendar days during the original probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period.

Section 6.02. - Technical Probation

- A. In those cases where multiple changes in classification or position occur within said technical probation period, the maximum technical probation period will be at the discretion of the General Manager, or designated representative(s).

- B. A regular employee who is promoted shall be subject to a technical probationary period of six (6) months during which time the employee shall demonstrate the ability to function in the new classification. If at any time during the technical probationary period, the employee or the Agency feels the employee is not qualified or suited to said position, the employee may elect or the Agency shall return said employee to the employee's previous classification. A decision by the Agency to return an employee to the previous classification is not grievable.
- C. An employee who satisfactorily completes Technical Probation and is on Step 1 shall receive a merit adjustment, based on his/her latest performance appraisal.
- D. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the General Manager, or designated representative(s).
- E. Range placement and future step advancement dates upon unsuccessful completion of technical probation are as follows:
 - 1) The employee will be placed on the same range and step for the classification as the employee was on prior to the time the employee was promoted.
 - 2) The employee will be eligible for the next step advancement on the anniversary date of the original position prior to being promoted.

Section 6.03. - Dismissal During the Probationary Period

- A. During the original probationary period, an employee may be discharged by the General Manager, or designated representative(s), without cause and without right to appeal. Written notification of the discharge shall be served on the probationary employee by the immediate supervisor or designated representative(s), and a copy shall be filed with the General Manager, or designated representative(s).
- B. If an opening exists in a different position or classification, the employee may, at the General Manager's or designated representative(s) discretion, be offered the position in lieu of termination. The employee will be required to serve another six (6) month probationary period in the new position.
- C. The final decision of the above action(s) will be at the sole discretion of the General Manager, or designated representative(s).

ARTICLE 7 - WORK SCHEDULE

Section 7.01. - General

- A. The Manager of Operations & Maintenance, or his/her designated representative(s), shall be empowered to determine all operation staff schedules and work locations. The Manager of Operations & Maintenance, with proper notification to staff, may make necessary adjustments to operation staff schedules and work locations to meet the needs of the Agency. Consideration shall be given to certification levels, qualifications and seniority. As much notice as possible, but not less than two (2) weeks' notice, will be given to employees before changes in the operation schedule of a plant will go into effect. The only exclusion to a two (2)

week notice would be in the case of a situation or event deemed to be an emergency by the city, county, state, federal or other governmental agency. Management will *whenever feasible and in consideration of employees with special circumstances, first seek "qualified volunteers" in an effort to avoid undue hardship that may arise as a result of a change in work schedule.*

- B. Operations staff shall be required to take a paid thirty (30) minute lunch break per shift he/she works. All operators shall be required to eat lunch on-site during their shift with no reduction in pay. An employee working over twelve (12) consecutive hours in one shift must take an additional paid lunch break of thirty (30) minutes which may be on or off-site.
- C. Any transfers among plants shall be made on a voluntary basis. If no employee volunteers to transfer, the Manager of Operations, or his/her designated representative(s), shall determine which employee shall be transferred based on the needs of the Agency. Consideration shall be given to certification levels, qualifications and seniority.
- D. All employees are subject to call-out for emergencies which are inherent in the Agency's responsibilities.
- E. Shift Rotation – staff assignments and schedules will be maintained and/or adjusted based on the needs of the Agency. Consideration shall be given to certification levels, qualifications and seniority. Scheduling will be done primarily on a voluntary basis, however, the respective Manager of Operations, or his/her designated representative(s), shall determine the assignment of each employee based on the needs of the Agency. Consideration shall be given to certification levels, qualifications and seniority.
- F. An operator will be provided with at least two (2) weeks' notice when assigned to another facility for cross training.

Section 7.02. - Rest Periods

Each operator who works a full shift is provided two (2) twenty (20) minute rest periods (breaks) per shift.

ARTICLE 8 - CLASSIFICATION, COMPENSATION AND PAY PERIOD

Section 8.01. - Classification/Compensation Plan

In addition to this MOU, the General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) step compensation plan to include a listing of internal salary relationships among classifications, and benchmark classifications for purposes of establishing salaries for each classification within the Agency. The compensation plan shall also include salary and/or hourly rate schedules for all classifications.
- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principal duties, responsibilities, and minimum qualifications required of each

classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

Section 8.02. - Classification Revision and Reclassification

- A. The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the General Manager, or designated representative(s), when there is a change in the duties and responsibilities of the position or other sufficient cause. Any non-voluntary reclassification of a position to a different classification shall result in an employee being placed into the appropriate pay range for the new position. A demotion is not considered a non-voluntary reclassification.
- B. If an employee believes that his/her duties and responsibilities have changed significantly, the employee may request a classification/compensation study of his/her position. Such request must be submitted in writing to the General Manager, or designated representative(s).

Section 8.03. - New Positions

Any new position and/or classification that is established shall comply with this MOU. Such new position shall be allocated to the Agency's classification and compensation plans by the General Manager.

Section 8.04. - Compensation

- A. Adjustments, if any, to salary ranges of employees covered by this MOU shall be made as negotiated between the Association and the Agency, and shall become part of this MOU.
- B. Only those persons who are Agency employees and working for the Agency on the date this MOU is approved by the Board of Directors or on the date the base salary increase is actually implemented, whichever is later.
- C. Effective July 1, 2018, the Agency shall implement a 3.0% base salary increase for FY 2018-2019.
- D. Effective July 1, 2019, the Agency shall implement a 3.0% base salary increase for FY 2019-2020.
- E. Effective July 1, 2020, the Agency shall implement a 3.0% base salary increase for FY 2020-2021.
- F. All base salary increases provided for in this MOU shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

Section 8.05. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within said classifications. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Hourly and/or Salary Rate Schedules" which shall be made a part of this MOU.

Any adjustments made relative to the compensation plan shall be subject to meet and confer in accordance with Government Code Section 3500, et. seq.

Section 8.06. - Adoption of Compensation Plan

The nine (9) step compensation plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s).

Section 8.07. - Salary Adjustments and Step Advancements

The procedures for step advancements within each salary range are set forth as follows:

- A. New employees shall be hired at Step "1" of the established salary range for their classification. Variable entrance steps may be established if justified by recruitment needs through Step "9" with the approval of the General Manager, or designated representative(s).
- B. Approval for advancement shall be based upon merit and completion of required length of service in the classification. Step advancements within each salary range shall be in increments of approximately 2½%.
- C. Upon completion of a probationary period, advancement in step(s) shall be based on performance as provided in Section 8.08. Except in cases where employees have exhibited Outstanding performance as provided in Section 8.08.D, other advancements shall be based on performance as provided in Section 8.08, and are contingent upon completion of one (1) year.
- D. The time required for step advancement shall be extended by any time an employee is on an authorized leave of absence with or without pay which exceeds thirty (30) calendar days except for approved vacation (see Section 10.01.D).
- E. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity in accordance with the Meet and Confer process.

Section 8.08. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. An employee who receives an overall performance rating of Meets Expectations may be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceeds Expectations shall be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding shall be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her salary range. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase.
- C. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- D. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 8.08.E).
- E. Merit adjustments shall become effective as follows:
 - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
 - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 8.09. - Denial of Step Advancement/Performance

- A. An employee who receives an overall rating of Below Expectations or Unacceptable shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps/actions the employee needs to take to improve his/her performance shall be provided to and discussed with the employee.
- B. After receiving an overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two three-month evaluations to attain an overall rating of Meets Expectations or better.

- C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion one (1) year from the date the step advancement was granted as well as an acceptable level of performance during that period.
- D. At the end of the maximum two 3-month feedback evaluations, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or to discipline the employee in accordance with Article 16 as well as the reasons for the recommendation.

Section 8.10. - Authority of General Manager

The General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the exempt and non-exempt classifications. Within a classification, the General Manager, or designated representative(s), shall have the authority to practice discretion in assigning the position in which the employee shall be employed. Additionally, he/she is authorized to establish new classifications provided that the total number of authorized positions does not exceed the number of positions authorized by the Board of Directors. The General Manager, or designated representative(s), is further empowered to promote, demote or transfer employees from one position to another and from one classification to another provided there is a vacancy in a classification allocated by the Board of Directors or established by the General Manager and in accordance with the Meet and Confer process.

Section 8.11. - Overtime Compensation

- A. An employee who is required by the nature of his/her position or by emergency situations to work in excess of forty (40) hours during his/her workweek shall be paid at one and one-half (1½) times the employee's regular rate of pay. Only longevity leave, vacation leave, holiday and/or fatigue time that falls within the employee's regular shift shall count as hours worked when computing overtime. If a holiday falls outside of an employee's regular shift and the employee does not actually work on the day of the holiday, the holiday shall not count as hours worked.
- B. The General Manager, or designated representative(s), is authorized to determine the circumstances where overtime pay is justified in rare and unusual circumstances.
- C. Inland Empire Operators' Association employees shall have first opportunity for scheduled overtime. Overtime will be offered to employees of other units should an operator unit decline to take the overtime assignment.

Section 8.12. - Acting Pay

Any employee performing the duties of a higher job classification, in excess of two (2) complete pay periods, shall be designated as "Acting." An employee who is designated as acting shall receive a minimum increase of two (2) steps (approximately 5%) more than his/her hourly rate of pay, or shall be placed on Step "1" of the range established for the acting position,

whichever is higher; however, the employee's salary shall not exceed Step "9" of the range established for the acting position at any time. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. Compensation shall be requested in writing by the employee, outlining the circumstances, and the request is subject to the approval of the General Manager, or designated representative(s).
- B. Compensation shall only be requested if the additional duties are to be undertaken for more than two (2) complete pay periods.
- C. Acting pay will be effective at the beginning of the first pay period following completion of two (2) complete pay periods from the effective date of placement in the higher job classification.
- D. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager, or designated representative(s), may authorize an extension not to exceed an additional thirteen (13) pay periods.
- E. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the employee shall receive a corresponding increase in acting pay, not to exceed Step "9" of the acting salary, if the new spread between his/her new hourly rate of pay and the acting rate of pay becomes less than approximately five percent (5%). The employee's merit review date shall not be affected by acting status unless they are appointed to the position in which they were 'acting'. If such, their review date shall be adjusted to coincide with the date they started in the 'acting' position or as provided for in Section 8.12.F.
- F. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the employee shall receive credit for time he/she began receiving acting pay, up to a maximum of seven (7) pay periods for Technical probation and merit increase purposes. If the employee must serve a Technical probationary period longer than seven (7) pay periods after being promoted, up to seven (7) pay periods of acting time may be credited to the technical probationary period. Following the promotion, the employee's merit increase will be awarded at the conclusion of the technical probationary period, or upon the completion of working one (1) year in the position (including a maximum of six (6) months of acting time). All subsequent merit increases will be awarded upon completion of one (1) year in each step.

Section 8.13. - Compensatory Time

- A. Compensatory time, in lieu of monetary overtime compensation, shall be provided, at the discretion of the employee, to regular and probationary employees at a rate equal to one and one-half (1½) hours of compensatory time for each hour of overtime worked to be taken as paid time off. Selection of compensatory time vs. overtime pay shall be made by the employee at the time he/she submits his/her timesheet.

- B. All regular and probationary employees may accrue up to a maximum of forty (40) hours each calendar year. All compensatory time accrued, but not yet taken as paid time off, (as of December 31 of the current calendar year), shall be paid to the employee, at his/her current hourly rate of pay in pay period three (3). The forty (40) hour maximum will limit the amount of compensatory time that can be earned in one (1) calendar year. Employees using any part of the forty (40) hour bank may not add any additional compensatory time to the bank in order to bring the total back to forty (40) hours in the same calendar year. Once an employee has earned forty (40) hours of compensatory time in one (1) calendar year, the employee shall be paid overtime pay for the hours worked even if the employee has marked compensatory time on his/her timesheet.
- C. The usage of compensatory time shall be approved in advance by the employee's manager and/or supervisor. Compensatory time usage may be denied by supervisory staff and/or management without right to appeal.
- D. In the event an employee is promoted/reclassified from a non-exempt position in which he/she was eligible for compensatory time to an exempt position, the employee shall have one hundred twenty (120) days from the date of promotion/reclassification to schedule and use his/her compensatory time. Any remaining compensatory time on the books shall be paid at the employee's current rate of pay.

Section 8.14. - Shift Differential Pay

- A. Shift differential shall be paid at the rate of six percent (6%) to Operations staff for actual hours worked at Agency facilities between the hours of 1800 and 0600. Shift differential shall also be paid at the rate of six percent (6%) to Operations staff who are on-call between the hours of 1800 and 0600 hours. Shift differential under this provision for on-call hours shall be paid for all hours paid to the employee for the on-call assignment.

Section 8.15. - Call Back Pay

- A. Whenever an off-duty employee is required to return to an Agency facility, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's hourly rate of pay.
- B. In instances where the employee is called in early to work, said employee shall be compensated for the actual time from when they were called in and shall not receive a minimum two (2) hours.
- C. Whenever an on-call employee is required to return to an Agency facility, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's hourly rate of pay from the time of the response that triggers the call back.

Section 8.16. - On-call Pay

- A. On-call duty is mandatory for members of the Inland Empire Operators' Association. Management has the right to assign employees to on-call duty to achieve the most effective and efficient response time. An employee assigned to

on-call duty will be assigned at a minimum a laptop and cell phone. On-call duty is not counted as hours worked when computing overtime.

- B. On call duty begins at the end of the employee’s shift and ends at the start of their next shift. For employees assigned to work the “standard shift” (0600 – 1600); on call duty shall start at 1600 and end at 0600.
- C. On-call pay shall be paid at the employee’s current hourly rate of pay for each day the employee is assigned to on-call duty. Management has the right to assign on-call duty to a qualified operator for multiple facilities. Employees assigned to on-call shall be compensated as follows:

North (RP1, RP4)	
One (1) facility	3 hours
Two (2) facilities	4 hours

South (RP2, RP5, Desalter, CC)	
One (1) facility	2 hours
Desalter Only	2 hours
Two (2) facilities	3 hours
Three (3) facilities	4 hours

For the purposes of this section, facility(ies) shall include regional plant(s) and associated remote stations (i.e. lift stations, wells, etc.).

- D. Two (2) hours of on-call pay shall be paid at the employee’s current hourly rate of pay for each holiday the employee is assigned to on-call duty, in addition to the on-call compensation in Section 8.16.C.
- E. Employees receiving a full day's pay from sick or vacation leave shall not be considered as available for duty. An employee may agree to be available for on-call duty while on vacation leave.
- F. An employee assigned to on-call duty is required to respond to and address alarm(s) immediately. Contact by the on-call operator with the supervisor is considered immediate response however the on-call employee is still responsible for responding fully to the alarm condition.
- G. An employee assigned to on-call duty must be reachable and available to respond to alarm(s). An employee who fails to respond to alarm(s) when assigned to on-call duty shall not receive on-call pay for that day, and may be subject to disciplinary action.
- H. If an employee who is scheduled for on-call duty works sixteen (16) consecutive hours (see Section 1.14), on-call duty may be reassigned to another employee.

Section 8.17. - Laptop Response Pay

- A. An on-call Operator who responds to an alarm condition(s) via laptop shall receive a minimum of one (1) hour of pay computed at the employee’s hourly rate of pay.

Additional responses initiated within a span of one (1) hour of each other shall be included in the minimum compensation. If a response carries past the end of the one (1) hour period, the compensation shall be minimum compensation plus the actual additional time spent. Any responses that are initiated outside the span of one (1) hour of each other, shall be compensated at a minimum of one (1) hour of pay computed at the employee's hourly rate of pay.

- B. A laptop response which requires an operator to return to his/her assigned Agency facility shall not be compensated with the minimum laptop response pay.

Section 8.18. - Official Business Pay Authorization

Any employee of the Agency may be authorized to attend business and other matters of interest to the Agency outside the Agency area and for time periods which exceed the normal workday on the date of attendance. Employees on such assignment, at the Agency's request, must have prior approval for compensation at his/her hourly rate of pay for the number of hours they would normally work on the day of attendance.

Section 8.19. - Pay Periods

All employees of the Agency shall be paid biweekly. Payroll shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the preceding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on Friday.

Section 8.20. - Reduction in Pay

If an employee reports to work not appropriately attired (uniform) when his/her shift is scheduled to commence, without prior approval, the employee's supervisor may reduce the employee's pay for each minute that the employee is tardy.

For compelling reasons, the supervisor may approve the use of accrued vacation leave for lost time, and may require verification of reason for absence from work; otherwise, the employee shall not be permitted to use any other paid accrued leave in order to receive compensation for the lost time.

Section 8.21. - Promotional Compensation

An employee who is promoted from one classification to a higher classification shall receive a minimum salary increase of approximately five percent (5%) more than his/her current rate of pay, or shall be placed on Step "1" of the range established for his/her new position, whichever is higher; however, the employee's salary shall not exceed Step "9" of the new salary range.

Section 8.22. - Direct Deposits

All employees in the Inland Empire Operators' Association shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/terminations) payrolls.

Section 8.23. - Fatigue Pay

Any Operator, who works sixteen (16) or more hours in a twenty-four (24) hour period, starting with the beginning of the Operator's work shift, shall receive no less than ten (10) hours of his/her next working shift off (fatigue time), unless the shift is the last day of the regular work schedule. If an Operator fatigues out on his/her last day of their regular work schedule, he/she shall receive a one hundred dollar (\$100) stipend. Operators are responsible for personally notifying their supervisor in advance of any time off pursuant to this provision. Fatigue pay shall be paid at the Operator's hourly rate of pay.

ARTICLE 9 - BENEFITS

Section 9.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CalPERS or \$133.00, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and his/her eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$133.00 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2018 \$133.00

B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$133.00 whichever is greater.

Employee +1 \$1,182.00, effective July 1, 2018 through December 31, 2018

Employee Family \$1,450.00, effective July 1, 2018 through December 31, 2018

- 1) Employee Only and Opt-Out: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution effective July 1, 2018 through December 31, 2018 shall be \$898.00 minus the PEMHCA contribution under Section A above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself, or is able to show proof that he/she obtains and maintains health insurance through another source for him/herself. The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.28, the employee shall not receive this allotment.

- 2) Effective January 1, 2018, and on January 1st of every calendar year thereafter, during the duration of this MOU, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of August 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this MOU. Any increase in the monthly contributions based upon the "blended rate" shall be capped at 6.5% per calendar year. If the "blended rate" percentage decreases, the then-current medical cap will remain unchanged.
- 3) Effective July 1, 2019, the additional benefit for Employee +1 and Employee Family in Section 9.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 9.01B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2020, the additional benefit for Employee +1 and Employee Family in Section 9.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 9.01B.1 shall increase by twenty-five dollars (\$25).
- 5) Should an employee's work hours be reduced by 25% or more of his/her normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of additional benefit.
- 6) Except as provided for in Section 9.01.B.5, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 7) An Agency-paid \$50,000 life insurance policy is provided to each Association employee.
- 8) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 9) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this MOU.

C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for contracting agencies by CalPERS or \$133.00, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each annuitant who retired from the Agency through CalPERS and who enrolls in a CalPERS health plan as a retiree. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS.

PEMHCA minimum monthly contribution effective \$133.00

- 1) Payment for the retiree health insurance benefit of \$133.00 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CalPERS for the benefit of the retiree each month.
- 2) Only employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of his/her choice without any loss in benefit. If the retiree so chooses to purchase his/her health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for his/her benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.

D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$133.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

Hire Date	Benefit Level	Minimum Years of Agency Service	Benefit
Before Jan. 1, 1992	Employee and/or eligible dependent(s)	20	50% of applicable Kaiser Rate*
After Dec. 31, 1991	Employee only or surviving spouse	12	50% of applicable Kaiser Rate*

*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administration costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS medical plan or not. The retiree will be reimbursed on a monthly basis for his/her retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity benefits.

Section 9.02. - Retirement Plan

- A. Each probationary and regular employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the Agency may contract with that system.
- B. All PERS member contributions shall be deducted on a pre-tax basis. Said contribution shall not be considered special compensation for the calculation of the employee's retirement benefits.
- C. Employees hired after January 1, 2013, and defined as "new members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7522, *et seq.*, will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS
- D. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- E. The Agency contracts with CalPERS for the One (1) Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution No. 2009-4-2, which allows employees who make payments by payroll deduction for CalPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan will pay the full 8% Employer Paid Member Contribution (EPMC).
- I. The Agency contracts with CalPERS for a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than 6 months gap in service, i.e. "classic members" pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three year final compensation. Employees in this plan will pay the full 7% EPMC.

Section 9.03. - Long-Term Disability

All full time employees of the Agency are covered under an Agency paid long-term disability plan with the following elements:

- A. Sixty (60) day elimination period.
- B. Sixty percent (60%) of the first ten thousand dollars (\$10,000) of monthly salary.
- C. The maximum benefit period is determined by the employee's age when disability begins.

The choice of carrier and other plan elements rests with the Agency. The Agency may elect to self-insure the plan.

Section 9.04. - State Disability Insurance

- A. State Disability Insurance (SDI) - Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance Fund.
- B. Paid Family Leave Program (PFL) – All California workers who are covered by the State Disability Insurance (SDI) Program will also be covered for PFL. The PFL program provides a maximum of six (6) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 9.05. - Uniforms

Employees in authorized classifications shall be provided with uniforms. Employees who are provided with a uniform are required to wear the Agency provided uniform during all working hours.

Section 9.06. - Safety Shoes

All members of the Inland Empire Operators' Association must wear appropriate safety shoes at all times. Payment and/or reimbursement for safety shoes shall be processed in accordance with the Safety Shoe policy contained in the Agency's Safety Manual.

Section 9.07. - Mileage Reimbursement

- A. The Agency shall pay all employees mileage reimbursement in the amount established by the United States Internal Revenue Service. The employee shall submit a check request to receive reimbursement for mileage costs.
- B. Call Backs. Employees who are called back to work pursuant to the call back provision shall be paid mileage as provided below:
 - 1) If the employee stays to work a scheduled shift after the call back, mileage reimbursement shall not be paid.

- 2) If the employee returns home after completion of the call back, round-trip mileage reimbursement shall be paid.
 - 3) An employee may decline this mileage reimbursement.
 - 4) This provision does not apply to employees on an extended shift; i.e., called early for normal shift or required to stay longer than a normal shift.
- C. **Unscheduled Overtime.** If an employee is not given at least eight (8) hours prior notification to work unscheduled overtime on a day he/she is not scheduled to work, he/she shall be paid round trip mileage reimbursement, except as provided for in Section 9.07.B.

Section 9.08. - Professional Memberships

- A. Each certified Wastewater Treatment Operator may be reimbursed up to two hundred dollars (\$200) per fiscal year for the costs of joining and maintaining membership in Agency approved wastewater professional organizations. Additionally, each Operator who is certified in Water Treatment may be reimbursed up to an additional one hundred dollars (\$100) per fiscal year for the costs of joining and maintaining membership in Agency approved fresh water professional organizations. The total professional membership that may be reimbursed during any fiscal year shall not exceed three hundred dollars (\$300) per Association member.
- B. Professional memberships are only payable after the employee has satisfactorily completed his/her original probationary period. However, the Agency shall reimburse any Association member who successfully completes his/her original probation for professional memberships, paid by the employee within ninety (90) calendar days before the end of his/her original probationary period.

Section 9.09. - Certification and Licensing

All Wastewater Treatment Plant Operators will receive a one-time incentive payment of two thousand dollars (\$2000) upon their receipt of the next level of wastewater treatment certification from Grade I through Grade V (maximum incentive total per operator is eight thousand dollars (\$8000)), to be paid in the pay period following the Agency's receipt of certification from the employee. A Water Plant Operator who advances to the next level of Water Plant Operator classification (i.e., Grade I to Grade II, Grade II to Grade III, Grade III to Grade IV, Grade IV to Grade V) shall receive a one-time incentive payment of \$2000 per level (maximum incentive total per operator is \$8000) to be paid in the pay period following the Agency's receipt of certification from the employee. The Agency agrees to reimburse unit members for certification and licensing expenses in accordance with Agency Policy No. A-70 (Certification and Licensing).

Section 9.10. - Commercial Driver's License Incentive

The Agency will provide an annual payment of seven hundred fifty dollars (\$750.00) for all Inland Empire Operator's Association employees not on original probation. This incentive will be included in either pay period twenty-five (25) or twenty-six (26).

Section 9.11. - Confined Space Entry Incentive

An annual incentive will be paid to all Inland Empire Operator's Association employees who perform confined space entry tasks as follows:

- \$250 for one to four entries
- \$500 five or more entries

A confined space entry is defined as the action by which a person passes through an opening into a permit required confined space. Entry is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space. A confined space entry includes the entire confined space team.

The number of entries is to be based on the number of confined space permits that the employee is required to sign as an active participant.

Section 9.12. - Educational Reimbursement

The Agency shall reimburse each Inland Empire Operators' Association employee up to five thousand two hundred fifty dollars (\$5250) per fiscal year for the cost of educational courses that are related to the employee's work at the Agency (as stated in Agency Policy A-39).

Section 9.13. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all Inland Empire Operators' Association employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

Section 9.14. - Wellness Reimbursement

Unit members shall be entitled to a wellness reimbursement of up to five hundred dollars (\$500) per fiscal year. The reimbursement shall be subject to the limitations and terms set forth in Agency Policy A-78.

Section 9.15. - Deferred Compensation

- A. Unit members may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

ARTICLE 10 - PERFORMANCE APPRAISALS

Section 10.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by his/her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal

is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.

- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All regular employees shall have a performance appraisal review at least once a year, to be conducted at the employee's merit review date. Said review shall occur every twelve (12) months from the anniversary of his/her last merit review date unless said employee receives an overall rating of Below Expectations or Unacceptable (see Section 10.01.F).
- D. The due date for a performance appraisal shall be extended by the number of days the employee is actually out on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days except for approved vacation (i.e., the employee is off for 31+ days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out including the first thirty (30) days. If the employee is off thirty (30) days or less, no adjustment is made).
- E. In cases where no performance appraisal is filed, the employee should contact the Manager of Human Resources.
- F. All employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall be reviewed ninety (90) days after the Below Expectations or Unacceptable appraisal was received by the employee.

Section 10.02. - Duty of Departments

It is the duty of the Supervisor to evaluate the work accomplishments and conduct of employees, to inform employees of their appraisals in writing, and to provide positive assistance to employees in improving work effectiveness.

Section 10.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct and to strive to improve work effectiveness.

Section 10.04. - Grievance of Performance Appraisal

Any dispute arising out of the content of a performance appraisal may be processed in accordance with the Grievance Procedure up to the level of the Administrative Appeals Committee.

Section 10.05. - Demotions

- A. If, in the opinion of an employee's supervisor, the employee is unable to perform duties and responsibilities which are within the requirements of his/her position, the supervisor may recommend a demotion without following the progressive discipline steps. The General Manager, or designated representative(s), shall have the authority to act on such recommendations and accept or reject such a demotion at his/her sole discretion in the best interest of the Agency.
- B. If an employee's classification or position is to be eliminated, in accordance with the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.
- C. If an employee who is to be demoted has achieved regular status in his/her present position, such status shall be maintained after demotion. When demoted the regular employee's salary shall be adjusted to the salary range of his/her new position, representing a two (2) step salary reduction or Step "9", whichever is lower.
- D. Any demotion to prevent layoff may be reversed when the employee's previous position is reopened. In the case of preventing a layoff, the employee being demoted will accept the pay rate of new position.
- E. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

ARTICLE 11 - LEAVES OF ABSENCE

Section 11.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the General Manager, or designated representative(s), in writing before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

Section 11.02. - Leave of Absence With Pay

- A. Any supervisor may authorize leave to any employee within the supervisor's department. This includes granting vacation, bereavement, court leave, sick leave, compensatory, or floating holiday within the terms of this MOU except unpaid leaves of absence.
- B. The authority of granting paid leaves or non-routine leaves with pay is at the sole discretion of the General Manager, or designated representative(s).

Section 11.03. - Leave of Absence Without Pay

- A. The General Manager, or designated representative(s), shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise or as determined by the General Manager. In special cases, the General Manager, or designated representative(s), may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used, and he/she has obtained the prior approval of the General Manager, or designated representative(s).
- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e., until return to work on "active" status, or until a terminating event; i.e. permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).

Section 11.04. - Holidays

Subject to the conditions specified in this section, the Agency designates the holidays specified as follows.

<u>Holiday</u>	<u>Date</u>	<u>Duration</u>
New Year's Day	January 1st	1 day
Presidents' Day	3rd Monday in Feb.	1 day
Memorial Day	Last Monday in May	1 day
Independence Day	July 4th	1 day
Labor Day	1st Monday in Sept.	1 day
Thanksgiving Day & Day After	4th Thursday in Nov.	2 days
Christmas Day & Day After	December 25th & 26th	2 days
Floating Holiday	Employee's Option	5 days per FY

- A. All Agency facilities will be operated at minimum staffing levels during holidays as defined by the Manager of Operations & Maintenance or his/her designated representative(s).
- B. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of the following:

- 1) Appointees whose first day of work would have fallen on the **holiday**.
- 2) An employee scheduled to work a normal shift at Agency facilities on a holiday as defined above (with the exception of floating holidays) shall be paid a holiday premium of one and one-half (1½) times his/her hourly rate of pay for all hours actually worked, in addition to his/her regular holiday pay. An employee scheduled to work a normal shift at Agency facilities on Christmas Day or New Year's Day shall be paid a holiday premium of two (2) times his/her hourly rate of pay for all hours worked, in addition to his/her regular holiday pay. Employees shall be paid this premium pay for shift(s) worked and recorded on the actual holiday beginning at 12:00 a.m. and ending at 11:59 p.m. on the day of the holiday.

This holiday premium shall be paid to employees for a maximum of one (1) shift, unless an employee is requested to work overtime by his/her supervisor. The employee must work on the holiday as defined above in order to receive this holiday premium.

- C. For the purposes of holiday compensation, a day shall equal the number of hours that the employee customarily would have worked if not for the holiday.
- D. The employee must work the entire scheduled work day before and after the holiday or be in approved pay status the entire scheduled day before or after the holiday (i.e., vacation, compensatory time off) in order to receive pay for holiday leave. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. See Sections 1.31 and 1.32 for definitions of scheduled and unscheduled workdays.
- E. If an employee is scheduled to work on the holiday as defined above, and the employee fails to work any portion or all of the holiday due to illness/injury, such employee shall not be paid holiday premium pay for the work time missed. See Sections 1.31 and 1.32 for definitions of scheduled and unscheduled workdays.
- F. An employee whose regularly scheduled day off falls on the actual holiday who does not work due to the holiday may either receive compensation for ten (10) hours straight time or vacation accrual, at the employee's option.
- G. Floating Holidays will be credited to each employee on July 1 and must be used by June 30 of the following year. Any remaining time will be forfeited. The amount of floating holiday credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Floating holidays cannot be used during the original probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period. An employee on original probation who is not permitted to use his/her floating holiday prior to the end of the pay period corresponding with the last pay date in June shall have his/her pro-rated hours carried over to the following fiscal year. Prior approval to take floating holiday(s) must be obtained from the employee's manager. In cases where an employee must forfeit his/her floating holiday time at the request of the Agency, the employee shall be compensated for his/her unused portion at his/her current hourly rate of pay at the end of the pay period corresponding with the last pay date in June. Every effort will be made to allow the Inland Empire

Operators' Association employees desiring Veteran's Day off, the use of one floating holiday on Veteran's Day (November 11). Once an employee has tendered his/her notice of separation, he/she shall not be permitted to utilize floating holiday(s). If he/she gives the Agency 30+ days advance notice of separation, he/she may be permitted to utilize floating holiday. Unused floating holiday time shall not be paid out upon separation from employment.

Section 11.05. - Vacation Leave

All employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue vacation leave but will not be able to use the accrued leave until completion of the original probationary period or during the first six (6) months of employment in the event of a one (1) year original probation. In case of a family emergency, an employee on original probation shall be permitted to utilize accrued vacation leave. Vacation leave is computed and administered as follows:

- A. All employees shall be entitled to accrue vacation leave with pay as follows:

Continuous Months of Service	Continuous Years of Service	Hours Accrued per Pay Period	Hours Accrued per Year	Maximum Accrual
0-60	0-5	3.077	80	160
61-72	6	3.692	96	192
73-84	7	4.308	112	224
85-108	8-9	4.923	128	256
109-180	10-14	6.154	160	320
181-239	15-19	6.769	176	352
240 and thereafter	20+	7.692	200	400

- B. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to four (4) weeks.
- C. Vacation leave periods which exceed the limits specified in Paragraph C above, must be approved in writing by the General Manager, or designated representative(s), and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager, or designated representative(s).
- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.

- F. In cases where an employee forfeits vacation leave time at the request of the Agency, upon approval of the General Manager, said employee shall be compensated for forfeited vacation leave time at the employee's current hourly rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his/her vacation or to avoid any conflicts.
- G. Employees who are on vacation leave shall be compensated at their current hourly rate of pay.
- H. Vacation leave shall be pre-approved by the employee's supervisor. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence. Vacation leave requests that are less than six (6) months away shall be responded to within fourteen (14) days of submittal. Vacation leave requests that are more than six (6) months away shall be responded to within twenty-one (21) days of submittal.
- I. Regular and probationary employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's hourly rate of pay at the time of separation.
- J. An employee who is on Unpaid Status, as defined in Section 1.28, shall not accrue vacation leave.
- K. Should an employee become ill or injured while on vacation leave, the employee shall be entitled to use sick leave upon approval of the employee's supervisor. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick leave benefits.
- L. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the vacation accrual rates outlined in Section 11.05.A. Vacation accrual rates will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

$$\text{Accrual rate} \div 80 \text{ hrs/pay period} = \text{adjusted accrual rate}$$

$$\text{Adjusted accrual rate} \times \text{hrs paid} = \text{reduced accrual amount}$$

For example: An employee in his/her 30th month of employment, who is receiving pay for 43 hours in a pay period, shall accrue vacation at the following rate:

$$3.077 \div 80 \text{ hrs/pay period} = 0.0385$$

$$0.0385 \times 43 \text{ hours} = 1.6555$$

In this example, the employee would accrue 1.655 hours of vacation, rather than the regular amount of 3.077, for this pay period.
- M. Vacation Leave Cash Out. During March of each year or as approved by the General Manager or his/her designated representative, an employee may, at his/her option, request to convert up to a maximum of seventy percent (70%) of his/her respective annual vacation leave accrual to receive a cash payment at his/her current rate of pay, provided that he/she has used at least thirty percent

(30%) of his/her respective yearly vacation leave accrual during the previous twenty-six (26) pay periods.

Hours Accrued per Pay Period	Hours Accrued per Year	Minimum Hours Used (30%)	Maximum Hours Cash-Out (70%)
3.077	80	24	56
3.692	96	29	67
4.308	112	34	78
4.923	128	38	90
6.154	160	48	112
6.769	176	53	123
7.692	200	60	140

- 1) It is the employee's responsibility to track his/her own accruals and make a written request for said conversion by the conclusion of the last pay period in March or as approved by the General Manager or his/her designated representative. A payroll stuffer will be sent out to all employees during the last pay period in February or as approved by the General Manager or his/her designated representative, reminding employees of this option.
- 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April or as approved by the General Manager or his/her designated representative.
- 3) Qualification for vacation leave cash out and payment shall be based on:

Year	Accrual Rate as of	Usage Timeframe	Cash-Out Pay Date
2019	February 9, 2019	2/11/18 - 2/9/19	April 12, 2019
2020	February 8, 2020	2/10/19 - 2/8/20	April 10, 2020
2021	February 20, 2021	2/9/20 - 2/20/21	April 9, 2021

- 4) Cashing out of vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period corresponding with the last pay date in February.

Section 11.06. - Sick Leave

All regular and probationary employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue sick leave time; however, such employees will not be able to use the accrued leave until completion of the original probationary period or the first six (6) months in the

event of a one (1) year original probation, except in emergency situations when approved in writing by the General Manager, or designated representative(s). Should an employee fail to complete the original probationary period, any advance of sick leave shall be deducted from the employee's final pay.

Paid sick leave is a privilege the Agency grants to employees to allow the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. This leave time is computed as follows:

- A. All regular and probationary employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Regular employees shall be permitted to expend accrued sick leave time for the following reasons:
 - 1) Employee is suffering illness or injury.
 - 2) Employee is placed on quarantine due to exposure to contagious disease.
 - 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
 - 4) Death in the employee's immediate family. Up to ten (10) working days of sick leave may be used for bereavement purposes (see Section 11.08).
 - 5) Illness or injury in the employee's immediate family (see Section 1.09.A).
 - 6) Special cases require approval of the General Manager, or designated representative(s).
- C. An employee who is ill or injured may be required to take sick leave if the employee or co-workers are being exposed to the hazard of illness or injury. If it is determined by a physician or other qualified medical practitioner that the employee is not ill or injured, the Agency shall bear any expenses incurred including lost wages, mileage, and medical fees. If the employee is found to be ill or injured, the employee shall be responsible for such expenses.
- D. Any employee who needs to take advantage of sick leave benefits shall notify his/her supervisor prior to or at the start of the employee's work shift on each day (unless he/she has submitted a physician's off work order, or made prior arrangements with his/her immediate supervisor) when such benefits are desired. Failure to comply with this requirement may result in loss of benefits for the work shift in which proper notification was not provided.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.

- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick or injury leave benefits including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are three (3) or more consecutive work days in duration must be accompanied with a verification by the employee's physician, dentist or other involved medical practitioner that he/she is well enough to return to work. If reasonable cause exists and with the approval of the Manager of Human Resources or his/her designated representative(s), the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days.
- G. All regular and probationary employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals shall be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 11.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave and vacation leave.

- I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.
- J. Employees who resign or are laid off from Agency employment after being employed by the Agency for five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

<u>YEARS</u>	<u>MAXIMUM MAX REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	25%
6	360	25%
7	400	25%
8	440	25%
9	480	25%
10	544	50%
11	608	50%
12	672	50%
13 & thereafter	736	50%

Employees who are terminated from the Agency, for cause, or who resign or retire in lieu of termination (must have been served with letter, from the Agency, of intention to terminate employment) shall not receive this benefit.

- K. 1) When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, and retires from the Agency and the California Public Employee's Retirement System (CalPERS), the employee shall be compensated for 50% of accumulated, unused sick leave based on the years of service as indicated in number 3 of this section.
- 2) When an employee has been continuously employed by the Agency for a minimum of twelve (12) years, has reached age 55, and retires from the Agency and the California Public Employee's Retirement System (CalPERS), the employee shall be compensated for 100% of accumulated, unused sick leave based on the years of service as indicated in number 3 of this section.
- 3) Pursuant to number 1 and 2 of this section, the maximum reimbursable hours accruable is based on the number of years employed with the Agency as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	75%
10	544	75%
11	608	75%
12	672	100%
13 & 14	736	100%
15	770	100%
20 & thereafter	850	100%

L. An employee who is on Unpaid Status, as defined in Section 1.28, shall not accrue sick leave.

M. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to accrue sick leave at the rate of 3.692 hours per pay period. The sick leave accrual rate will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

$$3.692 \div 80 \text{ hrs/pay period} = 0.0462$$

$$0.0462 \times \text{hrs paid} = \text{reduced accrual amount}$$

For example: An employee who is receiving pay for 43 hours in a pay period, shall accrue sick leave at the following rate:

$$0.0462 \times 43 \text{ hours} = 1.9866$$

In this example, the employee would accrue 1.986 hours of sick leave, rather than the regular amount of 3.692, for this pay period.

- N. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify for “bonding” leave under the Family Medical Leave Act and/or California Family Rights Act. Only employees eligible for “bonding” leave under these laws may utilize up to 80 hours of sick leave for such absences.

Section 11.07. - Sick Leave Buy Back

Each November, an employee may, at his/her option, convert up to a maximum of ninety-six (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at his/her current rate of pay; provided that at least four hundred eighty (480) hours of accrued sick leave remain on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by one and one-third (1 1/3) hours.

Year	Accrued Hours as of:	Request for Buy Back Deadline	Buy Back Pay Date
2018	October 20, 2018	November 17, 2018	December 7, 2018
2019	October 19, 2019	November 16, 2019	December 6, 2019
2020	October 17, 2020	November 14, 2020	December 4, 2020

- A. Payment shall be made to qualified employees on a separate check from payroll on the first pay date in December.
- B. To receive payment for the buy back of sick leave the individual must be a current employee on the day actual payment is made.

Section 11.08. - Bereavement Leave

- A. In the event of a death in the employee's immediate family (see Section 1.09.A), the employee shall be granted up to five (5) work days paid bereavement leave.
- B. In the event of a death in the employee’s extended family (see Section 1.09.B), the employee shall be granted up to three (3) work days of paid bereavement leave to attend funeral or related services.
- C. All authorized bereavement leave shall be charged against the Agency’s bereavement bank.
- D. Agency employees may also be excused by immediate supervisors to attend the funeral of a deceased Agency employee who was an active employee at the time of death, without loss of pay.
- E. Vacation time can be used to attend the funeral of a person not included in the definition of immediate/extended family (see Section 1.09) or a former Agency employee.

Section 11.09. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

Section 11.10. - Jury and Court Leave

- A. Jury Leave - Any employee who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal salary for a maximum of one hundred (100) work hours, in any one calendar year provided any and all consideration (except mileage) received for such service is relinquished to the Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day(s) off for the employee, he/she may retain any compensation paid by the court for that day(s). Under special circumstances the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

Upon return from jury or court leave, the employee shall present a certificate of service to his/her supervisor. If the employee is excused by the court at least three (3) hours prior to the end of his/her shift, the employee shall be required to report to work. If an employee is scheduled to work night shift, and he/she is required to report as a trial juror or witness, the employee will be re-scheduled to day shift for each day he/she is required to report to jury duty.

The employee shall provide a minimum of ten (10) working days' notice prior to the date he/she is summoned to serve as a trial juror or witness to his/her supervisor in order for the supervisor to make arrangements to cover his/her normal shift.

- B. Court Leave - Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court as a witness, shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

Section 11.11. - Military Leave

- A. Military leave is a temporary leave of absence for ordered military training, or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.
- B. The Agency shall comply with all federal and state laws relative to military leaves.

Section 11.12. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy disability leaves.

Any employee who plans to take a leave of absence pursuant to this section shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.

If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated.

Section 11.13. - Longevity Leave

Employees shall receive the following paid leave hours on the employees' designated anniversary dates:

Year of Service	Hours of Leave
10	20
15	30
20	40
25	50
30	50
35	50
40	50
45	55
50	60

Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

Section 11.14. - Leave of Absence to Vote

Employees who are registered voters may claim necessary time off to vote at elections as follows:

If an employee does not have sufficient time outside of working hours to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

Section 11.15. - Payment of Accrued Leave

Upon the death of an active employee, all wages earned in addition to all accrued vacation leave, sick leave and/or compensatory time shall be paid in accordance with the guidelines set forth in this MOU which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary if designated, or if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none,
- B. Child(ren); or, if none,
- C. Employee's estate.

ARTICLE 12 - LAYOFF PROCEDURES

Section 12.01. - Elimination of Positions

- A. Whenever, in the judgment of the Board of Directors, it becomes necessary, in the interest of economy or because the necessity for the position or employment involved no longer exists, the Board of Directors may abolish any position or employment in the competitive service and layoff, demote or transfer an employee holding such position or employment without filing written charges and without the right of appeal. Alleged violations of the layoff procedure may be grieved in accordance with Article 15.
- B. Employees being laid-off shall receive four (4) weeks (sixteen (16) working days) notice and shall receive two (2) days of severance pay for every complete year of service for the Agency, up to a maximum of four (4) weeks. Severance pay shall be paid at the employee's current rate of pay.

Section 12.02. - Definitions

- A. Merit. Merit is defined as an employee's performance in his/her position. Performance is rated during the probationary period and an employee's review date and six (6) months thereafter. Unit employees shall be ranked in order of performance. In the event of a layoff, this list of employees, in order of highest performance evaluation to lowest performance evaluation, shall be used to determine which employees shall be subject to layoff.
- B. Seniority. Seniority is defined as the length of continuous service from the last date of hire by the Agency. If a tie occurs, priority shall be determined by the lowest employee number.

Section 12.03. - Layoff Procedure

At no time shall a position be abolished if such reduction would cause or could potentially cause the Agency to be in non-compliance with plant permits. All proper levels of certification required to operate Agency facilities shall be maintained in the event of layoff.

- A. Unit employees with less than five (5) years of seniority with the Agency shall be subject to layoff as follows:

1) Merit shall be observed in effecting such reduction in personnel and the order of layoff shall be based on the lowest to highest performance ratings.

B. Unit employees with more than five (5) years of seniority with the Agency shall be subject to layoff as follows:

Seniority shall be observed in effecting such reduction in personnel and the order of layoff shall be in the reverse order based on length of continuous service from the last day of hire in the Agency service upon the effective date of the layoff. For the purpose of determining order of layoff, total cumulative time shall include time served on military leave of absence.

Layoff of regular employees shall only occur after layoffs pursuant to Section B of these procedures have been completed. The order of layoff shall then be initiated pursuant to Paragraph 1 of this section.

1) Employees affected by a layoff shall have the right to placement in:

- a. A class within the Unit which they have previously worked. Such placement may only occur if the displaced (bumped) employee has less seniority than the employee who is displacing (bumping) them.
- b. Any vacant position with the same or lower salary as the class from which they were laid off and for which they possess the minimum qualifications.

C. Specially Funded Positions

1) When a position is created and is funded by a grant of funds from the State or the Federal Government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be laid off on the date upon which the position is abolished and the layoff procedures prescribed in these rules are not applicable.

2) Any employee hired or promoted to fill a vacancy in a regular, full-time Agency position resulting from the assignment of a regular employee to a specially funded position, may be demoted or laid off in accordance with this procedure at the time the regular employee returns to his/her former position.

D. Reemployment Procedure

1) The names of regular employees laid off shall be placed on a reemployment list in reverse order of layoff, and shall remain on such lists for a period of one (1) year unless reemployed sooner.

2) An employee called back to an Association classification which he/she previously held shall be returned to employment status without having to requalify for the position.

- 3) An employee called back to fill a vacant position in a classification he/she have not previously held must successfully complete all qualifying examinations for that classification.

ARTICLE 13 - SEPARATION FROM SERVICE

Section 13.01. - Resignation

An employee who wishes to leave the Agency's employ in good standing should file a written resignation with his/her supervisor at least two (2) weeks prior to the date of resignation. Once the employee has tendered his/her resignation, he/she shall not be eligible to utilize bereavement, floating holiday, longevity, or sick leave during the last two (2) weeks of employment.

Section 13.02. - Training Travel Time

In the event that it is necessary for an employee to attend pre-approved training on his/her scheduled day off, said employee shall receive one (1) hour of compensation at his/her regular rate of compensation for travel time to said training.

ARTICLE 14 - EMPLOYEE CONDUCT

Section 14.01. - Peaceful Performance of Duties

Participation by a public employee in an unlawful strike, work stoppage or work slowdown may subject the employee to disciplinary action as allowed by state law up to and including discharge. As used in this section, "strike, work stoppage or slowdown" means the concerted failure to report for work, the willful absence from one's place of employment, the refusal to work, the stoppage of work being done by others, the abstinence in whole or part from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

Section 14.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, agency, individual or employer that the Agency normally deals with or provides services to.

Section 14.03. - Outside Employment

Full-time Agency employees may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in writing by the supervisor and the General Manager, or designated representative(s).

Section 14.04. - Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon Inland Empire Utilities Agency.

Section 14.05. - Financial Affairs

Employees shall be required to conduct their personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

Section 14.06. - Employees Acting as Agents of the Agency

Any employee who is required by the duties assigned to his/her position to act as an agent of the Agency shall not be empowered or authorized to bind the Agency to any expressed or implied contract. Any contract or offers that an agent of the Agency negotiates with a third party shall be subject to ratification by the Agency prior to acceptance. Any commitments made by an agent of the Agency shall be approved by the Agency prior to being consummated.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 15.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or noncompliance of Agency ordinances, resolutions, policies, and/or provisions of the MOU of a non-disciplinary nature. Refer to Article 16, Disciplinary Actions and Appeals Procedures, for disciplinary appeals.
- B. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- C. An employee may select another person or organization as his/her representative to assist the employee in processing a grievance at any step in the grievance procedure.
- D. In a hearing or meeting called to resolve a grievance, up to one (1) employee, in addition to the employee instituting the grievance, may be excused from work, with the exception of those called as witnesses, when both parties agree they are necessary to determine certain facts. In all instances, the supervisor, and/or Department Manager of the employee who has filed a grievance may be present. Names of Agency employees requesting pay for attendance to a hearing or meeting should be given to the Manager of Human Resources five (5) calendar days prior to the hearing/meeting.
- E. A grievance shall be prepared on the employee's personal time, not during working hours.
- F. Organizational channels shall be utilized at all times during the grievance process.
- G. No individual member of the Board of Directors may be approached by the employee, or his/her representative, at any time regarding a grievance.
- H. The failure to process a grievance within the time limits set forth in this Article shall cause the grievance to be deemed settled in accordance with the Agency's last reply.
- I. Any time limit may be extended upon the mutual agreement of both parties.

- J. An employee shall initially attempt settlement of a grievance at the employee-supervisor level.
- K. All grievances shall be treated as confidential by all parties, and no publicity will be given until the final resolution of the grievance.

Section 15.02. - Grievance Initiation

Within thirty (30) calendar days after the employee knows or should have known of a grievance, the employee shall commence the grievance procedure specified herein. Failure to commence the grievance procedure within the thirty (30) day period shall be deemed a waiver by the employee of his/her right to grieve the matter.

Section 15.03. - Grievance Steps

- A. Grievances involving salaries and performance appraisals may be processed up through Step 3 of this procedure.
- B. The following procedures outlined herein constitute the steps necessary to address an employee's grievance:

INFORMAL GRIEVANCE PROCEDURE (Step 1)

The employee having a grievance shall personally discuss the grievance with his/her respective Deputy Manager. Within seven (7) calendar days, the Deputy Manager shall orally give a decision to the employee.

If the employee believes that the grievance has not satisfactorily been resolved, the employee may proceed to Step 2 within seven (7) calendar days after receiving the oral decision of his/her Deputy Manager.

INFORMAL GRIEVANCE PROCEDURE (Step 2)

The employee having a grievance shall personally discuss the grievance with his/her respective Department Manager. Within seven (7) calendar days, the Department Manager shall orally give a decision to the employee.

If the employee believes that the grievance has not satisfactorily been resolved, the employee may proceed to Step 3 within seven (7) calendar days after receiving the oral decision of his/her Department Manager.

ADMINISTRATIVE APPEALS COMMITTEE GRIEVANCE PROCEDURE (Step 3)

The employee shall submit a written statement to the Manager of Human Resources outlining the grievance, specifying the ordinance, resolution, policy and/or provision of the MOU claimed to be violated, the date of the event, the names of individuals involved, the corrective action requested, and any other pertinent data that may be necessary to fully understand and resolve the grievance.

If the employee's grievance relates to the contents of his/her performance appraisal, the employee shall submit a written rebuttal outlining the section(s) of the appraisal with which he/she disagrees, and the reason(s) for the disagreement. The

employee shall submit the rebuttal along with the original performance appraisal form to the Manager of Human Resources within seven (7) calendar days after receiving the oral decision of his/her respective Department Manager, or his/her designated representative(s).

Within seven (7) calendar days after receipt of the written statement or rebuttal, the Manager of Human Resources shall convene a committee made up of one Executive Manager mutually agreed to by the Manager of Human Resources and the employee, one Association representative selected by the employee, and the Manager of Human Resources. Said committee shall meet with the employee to discuss the grievance within fourteen (14) calendar days after receipt of the written statement or rebuttal. The scope of the employee's grievance appeal is limited to the written statement/rebuttal. The Committee shall render a written advisory decision to the General Manager within seven (7) calendar days after meeting with the employee. If an Executive Manager cannot be mutually agreed to, the selection of an Executive Manager shall be made by the employee Association representative and then the Manager of Human Resources each alternately striking names of Executive Managers from a list until only one name remains. The list shall be made up of all Executive Managers, excluding the Executive Manager over the Department that the employee is assigned and the General Manager.

The Administrative Appeals Committee's decision shall be advisory to the General Manager who may accept or reject the committee's decision in his/her discretion. The General Manager shall thereafter render a final written Step 3 decision to the employee within seven (7) calendar days after receiving the committee's decision.

If the employee believes that his/her grievance has not satisfactorily been resolved, the employee may proceed to Step 4 (except as provided for in Section 15.03.A) within seven (7) calendar days after receiving the written decision from the General Manager.

FORMAL GRIEVANCE PROCEDURE (Step 4)

The employee shall file a written request within fourteen (14) calendar days of receipt of the Notice of Decision from the General Manager with the Board Secretary/Office Manager, for a hearing before the Finance and Administration Committee of the Board of Directors. Receipt shall mean the date the notice was postmarked, delivered to a courier service, or was hand-delivered to the employee, depending on the method of delivery. Within sixty (60) calendar days from receiving the request for hearing, the Finance and Administration Committee of the Board of Directors shall hear the grievance and render a written decision. All appeals to the Board of Directors shall be heard by the Finance and Administration Committee of the Board of Directors.

Section 15.04. - Request for Hearing with the Finance and Administration Committee of the Board of Directors

A. The request for a hearing shall be signed by the employee, or his/her representative, and shall contain:

- 1) A statement describing the basis of the request;
- 2) The corrective action requested; and,

- 3) The name and address to which further communications shall be sent to the employee, or his/her representative.
- B. Failure of the employee, or his/her representative, to file a complete and timely request shall constitute a waiver of the employee's rights to a hearing.
 - C. Any employee who proceeds with a request to the Finance and Administration Committee of the Board of Directors, where any provision(s) or requirement(s) of this article has not been complied with, and who fails to object, in writing or on the record prior to making the request, shall be deemed to have waived his/her right to object to said irregularity.
 - D. A time for the hearing shall be established by the Board Secretary/Office Manager and shall not be less than fourteen (14) calendar days, or more than sixty (60) calendar days, from the date of the filing of the request.
 - E. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least seven (7) calendar days prior to the hearing date.
 - F. The parties to any hearing before the Finance and Administration Committee of the Board of Directors may mutually agree in writing, with the permission of the Finance and Administration Committee of the Board of Directors, to waive oral testimony. Submission may be by affidavits, declarations, depositions, or other documents, mutually exchanged. The Finance and Administration Committee of the Board of Directors, will receive and take action on requests to waive oral testimony prior to or at the scheduled hearing date.
 - G. With the exception of Agency employees, the expenses of witnesses to appear at a hearing for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said hearing shall be on call and shall be relieved of regular duties to report, when summoned by the Finance and Administration Committee of the Board of Directors to the hearing. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable MOU.
 - H. Any time frames specified in the Article may only be waived by the written mutual consent of both parties.
 - I. The failure of the employee, and/or a representative of the employee, to appear in person at any hearing shall be deemed a withdrawal of the employee's grievance, unless otherwise excused by the Finance and Administration Committee of the Board of Directors, respectively.

Section 15.05. - Conduct of Grievance Hearings with the Finance and Administration Committee of the Board of Directors

- A. All hearings shall be conducted in closed session, unless prohibited by the Brown Act.
- B. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.

- C. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- D. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- E. The rules or privileges shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and immaterial, irrelevant, or unduly repetitious evidence may be excluded at the sole discretion of the Finance and Administration Committee of the Board of Directors.
- F. The Finance and Administration Committee of the Board of Directors shall rule on the admission or exclusion of evidence.
- G. Decisions made by the Finance and Administration Committee of the Board of Directors shall not be invalidated by any informality in the proceedings, and the Finance and Administration Committee of the Board of Directors shall not be bound by technical rules of evidence.
- H. Each party shall have the right to:
 - 1) Be represented by a person of his/her choice;
 - 2) Call and examine witnesses;
 - 3) Introduce evidence;
 - 4) Cross-examine opposing witnesses on any matter relevant to the issues; and,
 - 5) Impeach any witness, regardless of which party first called him/her to testify.
- I. Oral evidence shall be taken only on oath of affirmation. The witness shall raise his/her right hand and the hearing officer shall ask the witness "do you swear/affirm to tell the truth and nothing but the truth".
- J. The hearing shall proceed in the following order, unless the Finance and Administration Committee of the Board of Directors, for special reason(s), otherwise directs:
 - 1) Introductions of the parties present;
 - 2) The employee, or his/her representative, shall be permitted to make an opening statement;

- 3) The respective Executive Manager, or his/her representative, shall be permitted to make an opening statement;
 - 4) The employee, or his/her representative, may then offer his/her evidence in support thereof;
 - 5) The Executive Manager, or his/her representative, shall produce the evidence on which his/her decision is based; and,
 - 6) Oral arguments or post hearing briefs shall be permitted at the discretion of the Finance and Administration Committee of the Board of Directors.
- K. The Finance and Administration Committee of the Board of Directors shall determine relevancy, weight, and credibility of the evidence, and shall base its findings on the preponderance of the evidence.
 - L. Mechanical transcription of the proceedings may be made by either party provided it is not disruptive to the proceedings.
 - M. At its sole discretion, the Finance and Administration Committee of the Board of Directors, prior to or during a hearing, may grant a continuance(s) for any reason it believes to be important in reaching a fair and proper decision.
 - N. Each party to the proceedings shall provide ten (10) complete copies of all documents, evidence, and/or photographs to be submitted for the record.

Section 15.06. - Notice of Decision by the Finance and Administration Committee of the Board of Directors

- A. The Finance and Administration Committee of the Board of Directors shall render its written decision as soon after the conclusion of the hearing as possible, and in no event, later than fourteen (14) calendar days after completion of the hearing, unless otherwise stipulated by the parties. The decision of the Finance and Administration Committee of the Board of Directors shall be binding and final.
- Said decision shall also contain an advisory that the Board of Directors has adopted Agency Resolution No. 88-10-1 adopting the provisions of Section 1094.6 of the Code of Civil Procedure applicable to certain administrative decisions, and providing for time limits on the judicial review of such administrative decisions.
- B. All other grievances such as, but not limited to, working conditions, safety matters, interpretation of Agency ordinances, resolutions, policies, and/or provisions of this Manual., may be processed through Step 3 of the procedure. No matter that is processed through the procedures provided for in Article 16 may be grieved under the procedures in this Article.

ARTICLE 16 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES

No disciplinary action may be imposed on any Agency employee covered by this Manual with the exception of oral counseling, until said action has been reviewed by the Manager of

Human Resources or his/her designated representative(s), or as provided for in Section 16.03, without compliance with the procedures set forth in this Article. In the event of an emergency situation, some or all steps of progressive discipline can be bypassed. The type of discipline imposed will be based upon the seriousness of the event as jointly decided between the Manager of Human Resources and the General Manager.

Section 16.01. - Types of Discipline

Where appropriate, discipline imposed by the Agency may consist of one or more of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance.
- B. Oral Reprimand. A warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred.
- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct workplace behavior or performance or be subject to more serious disciplinary action.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons.
- E. Reduction in Pay. A decrease in an employee's pay to a lower Step within the employee's current pay range or for a specified period of time.
- F. Demotion. An involuntary moving of an employee to a lower-paying classification or position for disciplinary reasons. Failure to meet the requirements of promotional (technical) probation is not considered a disciplinary demotion.
- G. Termination. The discharge for cause of an employee at the discretion of the Agency.

Section 16.02. - Conduct Leading to Disciplinary Action(s)

Following are **EXAMPLES** of conduct which could result in disciplinary action up to and including termination. This list is not exhaustive and employees may be disciplined for other inappropriate activities or behavior:

- A. Absenteeism. Excessive unscheduled absences from the workplace.
- B. Tardiness. Arriving late for work, leaving work early without approval of the employee's supervisor, taking excessively long break and/or lunch periods.
- C. Job Abandonment (see Section 1.11).
- D. Violation of Agency/Division/Department Rules and/or Policies.

- E. Uninsurability. Becoming uninsurable by the standards of the Agency's automobile insurance program for any reason if insurability is an essential requirement of the employee's job.
- F. Use of Work Phone and/or Personal Cell Phone for Personal Business. The excessive receipt or placement of non-emergency personal telephone calls during working hours.
- G. Reading Non-Work Related Material During Work Hours.
- H. Discourteous Treatment of the Public or Other Employees.
- I. Violation of MOU Provisions.
- J. Conduct Outside Working Hours. Any conduct outside of working hours that would have an adverse impact on the employee's job, would be injurious to the interests of the Agency, would be in a manner incompatible with the due and faithful discharge of the employee's duties or would be significantly prejudicial to the reputation of the Agency.
- K. Failure To Perform Job. Failure to perform assigned tasks that are within the scope of the employee's position in an effective and timely manner.
- L. Fraudulent Actions. Falsifying employment applications, time cards, production records, overtime sheets, or other work records or the practice of fraud of any type.
- M. Mishandling/Maintenance of Agency Materials or Equipment. Careless, negligent or intentional mishandling of any Agency property, vehicles, materials or equipment or failure to maintain equipment assigned to the employee for use or operation.
- N. Careless or Negligent Actions. Careless, negligent, abusive or other actions that endanger or threaten to endanger the employee or other employees or the public including placing the Agency in a position of liability for the damage or injury to another person or their property.
- O. Violation of the Provisions of the Agency's Safety Manual.
- P. Sleeping on the Job.
- Q. Illegal Strike Against the Agency. Participating in an illegal strike, work stoppage or slow down against the Agency.
- R. Violations of Laws. A violation of any municipal, county, State or Federal law by an employee while acting as an agent or employee of the Agency.
- S. Carrying a firearm or other weapon while on Agency owned or controlled property or while on duty.
- T. Willfully or negligently damaging Agency property.
- U. Criminal Conduct. The commission of a felony or a misdemeanor committed during the course of employment, which jeopardizes the Agency's property,

security, or its public reputation, the interests of the other employees, or results in the employee not being available for work. Also, the commission of a felony or a misdemeanor committed during the employee's off-duty hours which is related to the employment relationship between the Agency and the employee which significantly prejudices any one of these interests.

- V. Disruption of Agency business through willful misconduct.
- W. Altercations with a member of the public or another employee during working hours or while on Agency owned or controlled property.
- X. Action by or behavior of the employee which presents a danger to the safety or welfare of the employee, co-workers, or the public.
- Y. Sexual activity on the job.
- Z. Release of confidential information (i.e., unauthorized release/distribution of confidential material/data, unauthorized opening of confidential/personal material data).
- AA. Insubordination. An employee's refusal or failure to obey a directive from a designated supervisor or to comply with an established work procedure. Under certain circumstances, use of objectionable language or abusive behavior toward supervisors may be deemed insubordination when it directly challenges or undermines management's authority.
- BB. Theft or misappropriation of any property or funds of the Agency or its employees.
- CC. Possess, sell, buy, distribute, offer to possess, sell, buy, distribute, or use, or having in the employee's system, any illegal or purported to be illegal substance, alcohol, or any legal drug or substance not properly obtained by the employee while on or about Agency time and/or property. Reference Agency Policy A-63, Drug/Alcohol Free Workplace.

Section 16.03. - Administrative Leave

- A. The Agency reserves the right to place any employee on administrative leave with pay pending an investigation of his/her acts, or failure to act, which may be grounds for disciplinary action. The placement of an employee on administrative leave is not a disciplinary act. The employee shall be considered as being on a paid leave of absence for purposes of pay, benefits, and seniority. An employee on administrative leave shall receive pay until such time as the Notice of Decision has been issued by the Department Manager, or in the case of an appeal, until such time as the Notice of Decision has been issued by the Executive Manager.
- B. In emergency situations, as defined in Sections 16.02.K through 16.02.CC, it may be necessary to take immediate disciplinary action, up to and including termination. If administrative leave is in the best interests of all parties involved, the Agency reserves the right to place the employee on paid administrative leave without prior written notice (oral notice shall be sufficient, provided that written notice is given to the employee within three (3) working days of when oral notice was given).

- C. In an emergency situation in which an employee is immediately placed on administrative leave and the employee is cleared of any wrongdoing, or it is determined by the General Manager, or designated representative(s), that the employee was wrongfully placed on administrative leave, the employee shall be restored to his/her former position with no loss of pay, benefits, or seniority.

Section 16.04. - Agency Authority

- A. The Agency retains full authority for discipline and discharge. The Agency agrees that employees will only be disciplined for just cause, and that the principles of progressive discipline, where possible and reasonable, will be followed.
- B. It is understood that based on individual circumstances, and/or the nature or severity of an alleged violation, progressive discipline steps may be repeated or, in some cases, bypassed.

Section 16.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was: 1) postmarked if sent certified mail, return receipt requested; 2) delivered to a courier service, or; 3) hand-delivered to the employee.

Section 16.06. - Notice of Proposed Disciplinary Action

- A. Except in emergency situations as provided for in Section 16.02 and 16.03 of this Article, when disciplinary action is proposed that would invoke Skelly rights against a regular full-time employee, the respective Department Manager shall give the employee the Notice of Proposed Disciplinary Action at least seven (7) calendar days prior to the effective date of the proposed action. Said written notice shall contain at least the following information:
 - 1) The name, address or Agency facility, and title of the affected employee;
 - 2) The proposed disciplinary action, and the date and time when said action shall become effective;
 - 3) The specific ground(s) for the proposed action;
 - 4) A description of the employee's acts or omissions supporting the proposed action, and/or a description of the events or circumstances upon which the proposed action is based;
 - 5) Copies of the materials and/or documents upon which the proposed action is based; and,
 - 6) An advisory that the employee shall have an opportunity to file a written response to said action, and/or meet with the respective Department Manager, at the option of the employee, prior to the effective date and time of the proposed disciplinary action, provided the response is submitted, and/or a request for a meeting is made, within seven (7) calendar days of the employee's receipt of the Notice of Proposed Disciplinary Action. The

advisory shall also inform the employee that his/her failure to file a written response and/or meet with the Department Manager within the stated time frame shall waive his/her right to respond to the proposed action.

- B. Oral notice by the Department Manager is insufficient as complete notice to an employee of a proposed disciplinary action and may only be given as the initial notice in emergency situations which call for immediate action as provided for in Section 16.02 and 16.03 of this Article.

Section 16.07. - Right to Respond

Should the disciplinary action consist of a written reprimand, the employee may file a written rebuttal to the Department Manager within seven (7) calendar days of receipt. The rebuttal shall be filed with the disciplinary action in the employee's personnel file. An employee shall have no further right to respond or appeal a written reprimand beyond filing the written rebuttal. An employee's failure to respond to a written reprimand in the specified time period shall waive the employee's right to respond to the written reprimand.

All employees served with a Notice of Proposed Disciplinary Action (other than for a written reprimand) shall, at his/her option, have the right to file a written response to said action, and/or meet with the respective Department Manager, provided the response is submitted, or a request for a meeting is made, within seven (7) calendar days of the employee's receipt of the Notice of Proposed Disciplinary action.

An employee's failure to respond to the Notice of Proposed Disciplinary Action in the specified time periods shall waive the employee's right to further appeal the proposed disciplinary action, and the disciplinary action shall become effective on the date and time originally set forth in the notice of proposed disciplinary action.

Section 16.08. - Notice of Decision by the Department Manager

- A. The Department Manager shall, before making a final decision regarding the proposed action, consider any evidence and/or arguments against the proposed action presented by the employee or his/her representative.
- B. After considering all of the facts regarding said action and any responses presented by the employee or his/her representative, the Department Manager may rescind, modify, or impose the proposed action as he/she deems appropriate; however, the proposed action cannot be increased.
- C. After reaching a final decision regarding said action, the Department Manager shall notify the employee of his/her decision within seven (7) calendar days following receipt of any written response provided by the employee and/or after any meeting conducted with the employee, whichever is later, by forwarding to the employee, by certified mail, return receipt requested, by courier service, or by personal delivery, a Notice of Decision.
- D. The Notice of Decision shall contain an advisory that the employee has the right to file an appeal of the Department Manager's decision to the Administrative Appeals Committee. The employee must request an appeal in writing to the Administrative Appeals Committee within seven (7) calendar days of the employee's receipt of the Notice of Decision.

The advisory shall also inform the employee that his/her failure to file an appeal within the stated time frame shall waive his/her rights to appeal the proposed action.

Section 16.09. - Effective Date of Disciplinary Action

- A. If the Department Manager imposes any disciplinary action, it shall become effective on the date and time originally set in the Notice of Proposed Disciplinary Action or seven (7) calendar days following the employee's receipt of the Notice of Decision, whichever is later.
- B. Should the employee request an appeal of the Department Manager's decision (other than a decision to impose oral counseling or an oral or written reprimand), said appeal shall be made to the Administrative Appeals Committee and the implementation of any disciplinary action imposed on the employee by the Department Manager shall be stayed until such time as the Committee reaches their decision on such action. During the stay, the employee shall remain in the status he/she was in when the action was proposed; i.e., in service, on Administrative Leave, or on suspension.

Section 16.10. - Disciplinary Appeals to the Administrative Appeals Committee

- A. A regular full-time employee against whom a disciplinary action has been proposed (other than a decision to impose oral counseling or an oral or written reprimand) may appeal such action by filing with the Manager of Human Resources a written request for an appeal with the Administrative Appeals Committee. The request for an appeal must be made within seven (7) calendar days of the employee's receipt of the Notice of Decision by the Department Manager.
- B. Within seven (7) calendar days after receipt of the written request for an appeal, the Manager of Human Resources shall convene a committee made up of one Executive Manager mutually agreed to by the Manager of Human Resources and the employee, one Association representative selected by the employee, and the Manager of Human Resources. Said committee shall meet with the employee to discuss the appeal with the employee within seven (7) calendar days after receipt of the written request. If an Executive Manager cannot be mutually agreed to, the selection of an Executive Manager shall be made by the employee Association representative and then the Manager of Human Resources each alternately striking names of Executive Managers from a list until only one name remains. The list shall be made up of all Executive Managers, excluding the Executive Manager over the Department that the employee is assigned and the General Manager.
- C. The request for an appeal shall be signed by the employee, or his/her representative, and shall contain:
 - 1) A statement describing the basis of the appeal;
 - 2) The corrective action requested; and,

- 3) The name and address to which further communications shall be sent to the employee, or his/her representative.

The scope of the employee's disciplinary appeal shall be limited to the written request for appeal filed with the Manager of Human Resources.

- D. Failure of the employee, or his/her representative, to file a timely request for an appeal shall constitute a waiver of the employee's rights to an appeal.
- E. An employee who proceeds with an appeal to the Committee, where any provision(s) or requirement(s) of this Article has not been complied with, and who fails to object, in writing or on the record prior to the appeal, shall be deemed to have waived his/her right to object to said irregularity.
- F. The parties to any appeal before the Committee may mutually agree in writing, with the permission of the Committee, to waive oral testimony. Submission may be by affidavits, declarations, depositions, or other documents, mutually exchanged. The Committee will receive and take action on requests to waive oral testimony prior to or at the scheduled meeting.
- G. With the exception of Agency employees, the expenses of witnesses to appear at any appeal meeting for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said meeting shall be on call and shall be relieved of regular duties to report, when summoned by the Committee to the appeal meeting. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable MOU.
- H. Any time frames specified in this section may only be waived by the written mutual consent of both parties.
- I. The failure of the employee, and/or a representative of the employee, to appear in person at any appeal meeting shall be deemed a withdrawal of the employee's appeal, unless otherwise excused by the Committee respectively.

Section 16.11. - Conduct of Appeals Meeting with the Administrative Appeals Committee

- A. The Committee shall schedule and conduct an appeal meeting with the employee, within seven (7) calendar days of receipt of the employee's written request for said meeting.
- B. For an appeal meeting with the Committee, the following procedures shall be observed:
 - 1) The affected employee may either represent him/herself, or may be represented by a party of his/her own choice; and,
 - 2) Each party shall be given a reasonable opportunity to be heard on relevant issues, including the right to question and cross-examine witnesses, unless oral testimony has been waived in accordance with Section 16.10.F.

Section 16.12. - Notice of Decision by General Manager Following Appeal to the Administrative Appeals Committee

- A. After considering all of the facts regarding said action and any responses presented by the employee, the Committee shall, within seven (7) calendar days, issue an advisory written decision to the General Manager making a recommendation to rescind, modify, or sustain the disciplinary action as he/she deems appropriate; however, the proposed action cannot be increased.

The Administrative Appeals Committee's decision shall be advisory to the General Manager who may accept or reject the committee's decision in his/her sole discretion. The General Manager shall thereafter render a final written Notice of Decision.

- B. If the disciplinary action is rescinded, the employee shall be restored to his/her position, with no loss of pay, benefits or seniority.
- C. If the disciplinary action is modified, the employee's pay, benefits, and/or seniority shall be adjusted accordingly. The effective date of the modified discipline shall be set forth in the Notice of Decision.
- D. After reaching a decision regarding said action, the General Manager shall notify the employee of his/her decision within seven (7) calendar days following receipt of the Committee's written decision, by forwarding to the employee, by certified mail, return receipt requested, by courier service, or by personal delivery, a Notice of Decision.
- E. In the event of disciplinary actions sustaining suspension without pay in excess of five (5) days, demotion, or termination of employment, the Notice of Decision shall contain an advisory that the employee has the right to file an appeal of the General Manager's decision to the Board of Directors, provided the request is submitted in writing to the Board Secretary/Office Manager within seven (7) calendar days of the employee's receipt of the Notice of Decision.

The advisory also shall inform the employee that his/her failure to file an appeal within the stated time frame shall waive his/her rights to appeal the General Manager's decision.

Section 16.13. - Effective Date of Disciplinary Action

If the General Manager sustains a disciplinary action, it shall become effective on the date and time originally set in the Notice of Proposed Disciplinary Action by the Department Manager, or seven (7) calendar days following the employee's receipt of General Manager's Notice of Decision, whichever is later.

Section 16.14. - Decision of General Manager Final and Binding

- A. Except for disciplinary actions imposing suspension without pay in excess of five (5) days, demotion or termination of employment, the decision of the General Manager shall be final and binding, and shall not be appealable to the Board of Directors.

- B. Disciplinary actions which are appealable to the Board of Directors will not be stayed during the appeal process to the Board of Directors.

Section 16.15. - Disciplinary Appeals to the Board of Directors

This section shall apply only to disciplinary actions sustaining suspension without pay in excess of five (5) days, demotion, or termination of employment.

- A. All requests for an appeal hearing before the Board of Directors shall be made in writing to the Board Secretary/Office Manager within seven (7) calendar days of the employee's receipt of the Notice of Decision from the General Manager. All appeals to the Board of Directors shall be heard by the Finance and Administration Committee of the Board of Directors.
- B. The request for an appeal shall be signed by the employee, or his/her representative, and shall contain:
 - 1) A statement describing the basis of the appeal;
 - 2) The corrective action requested; and,
 - 3) The name and address to which further communications shall be sent to the employee, or his/her representative.

The scope of the employee's appeal shall be limited to the written request for appeal filed with the Board Secretary/Office Manager and cannot raise new issues that were not within the scope of the original appeal before the Administrative Appeals Committee (other than matters which first arose in the Administrative Appeals Committee meeting).

- C. Failure of the employee, or his/her representative, to file a timely appeal shall constitute a waiver of the employee's rights to an appeal hearing.
- D. Either party who proceeds with an appeal to the Finance and Administration Committee of the Board of Directors, knowing that any provision(s) or requirement(s) of this Article has not been complied with, and who fail to object, in writing or on the record, shall be deemed to have waived his/her right to object to said irregularity.
- E. A time for the appeal hearing shall be established by the Board Secretary/Office Manager and shall not be less than seven (7) calendar days, or more than sixty (60) calendar days, from the date the request for an appeal hearing is received.
- F. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least seven (7) calendar days prior to the hearing date.
- G. The parties to any appeal hearing before the Finance and Administration Committee of the Board of Directors may mutually agree in writing, with the permission of the Finance and Administration Committee of the Board of Directors, to waive oral testimony. Submission may be by affidavits, declarations,

depositions, or other documents, mutually exchanged. The Finance and Administration Committee of the Board of Directors will receive and take action on requests to waive oral testimony prior to or at the scheduled hearing date.

- H. With the exception of Agency employees, the expenses of witnesses to appear at an appeal hearing for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said hearing shall be on call and shall be relieved of regular duties to report, when summoned by the Finance and Administration Committee of the Board of Directors to the appeal hearing. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable MOU.
- I. Any time frames specified in the section may only be waived by the written mutual consent of both parties.
- J. The failure of the employee, and/or a representative of the employee, to appear in person at any appeal hearing shall be deemed a withdrawal of the employee's appeal, unless otherwise excused by the Finance and Administration Committee of the Board of Directors.

Section 16.16. - Conduct of Appeals Hearing with the Finance and Administration Committee of the Board of Directors

- A. All hearings shall be conducted in closed session; however, the employee may request a hearing open to the public, unless a public hearing would violate the confidentiality and privacy rights of any party named in the action.
- B. Charges against an employee appealed to the Finance and Administration Committee of the Board of Directors shall not be public record or open to public inspection unless an open public hearing has been conducted.
- C. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
- D. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- E. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- F. The rules or privileges shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and immaterial, irrelevant, or unduly repetitious evidence may be excluded at the sole discretion of the Finance and Administration Committee of the Board of Directors.
- G. The Finance and Administration Committee of the Board of Directors shall rule on the admission or exclusion of evidence.

H. Decisions made by the Finance and Administration Committee of the Board of Directors shall not be invalidated by any informality in the proceedings.

I. Each party shall have the right to:

- 1) Be represented by legal counsel, or other person of his/her choice;
- 2) Receive a witness list from the opposing party five (5) days prior to the date of the hearing;
- 3) Call and examine witnesses;
- 4) Introduce evidence;
- 5) Cross-examine opposing witnesses on any matter relevant to the issues;
- 6) Impeach any witness, regardless of which party first called him/her to testify; and,
- 7) Rebut the evidence against him/her.

If the employee does not testify on his/her own behalf, he/she may be questioned as if under cross-examination. The employee must be present at the appeal hearing or the appeal shall be deemed withdrawn.

J. Each party shall submit a list of witnesses, seven (7) calendar days prior to the hearing, to the Manager of Human Resources, or designated representative(s) to allow the Manager of Human Resources, or designated representative(s) to submit a notice to appear to the employees.

K. Oral evidence shall be taken only on oath of affirmation. The witness shall raise his/her right hand and the hearing officer shall ask the witness "do you swear/affirm to tell the truth and nothing but the truth".

L. The hearing shall proceed in the following order, unless the Finance and Administration Committee of the Board of Directors, for special reason(s), otherwise directs:

- 1) Introductions of the parties present;
- 2) The Department Manager imposing discipline, or his/her representative, shall be permitted to make an opening statement;
- 3) The employee appealing, or his/her representative, shall be permitted to make an opening statement;
- 4) The Department Manager imposing disciplinary action, or his/her representative, shall produce the evidence on which the disciplinary action is based;

- 5) The employee appealing such disciplinary action, or his/her representative, may then open his/her defense and offer his/her evidence in support thereof;
 - 6) Each party may then, in order, respectively offer rebutting evidence only, unless the Finance and Administration Committee of the Board of Directors, for good reason, permits them to offer evidence upon their original case; and,
 - 7) Oral arguments or post hearing briefs shall be permitted at the discretion of the Finance and Administration Committee of the Board of Directors.
- M. The Finance and Administration Committee of the Board of Directors shall determine relevancy, weight, and credibility of the testimony and evidence, and shall base their findings on the preponderance of the evidence.
 - N. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
 - O. No still photographs, videos, moving pictures, or television pictures shall be taken in the hearing room during the hearing, unless an open public hearing is being conducted.
 - P. Mechanical transcription of the proceedings may be made by either party, provided it is not disruptive to the proceedings.
 - Q. At its sole discretion, the Finance and Administration Committee of the Board of Directors, prior to or during a hearing, may grant a continuance(s) for any reason it believes to be important in reaching a fair and proper decision.
 - R. Each party to the proceedings shall provide ten (10) complete copies of all documents, evidence, and/or photographs to be submitted for the record.
 - S. All appeal hearings shall be recorded by a certified court reporter selected by the Agency. Alternatively, the parties may agree to have the proceedings recorded by an audio recording device.

Section 16.17. - Notice of Decision by the Finance and Administration Committee of the Board of Directors

- A. The Finance and Administration Committee of the Board of Directors shall render its written decision as soon after the conclusion of the hearing as possible, and in no event, later than fourteen (14) calendar days after completion of the hearing, unless otherwise stipulated by the parties. The Finance and Administration Committee of the Board of Directors shall set forth its decision as to each of the charges and the reasons therefore.

Said decision shall also contain an advisory that the Board of Directors has adopted Agency Resolution No. 88-10-1 adopting the provisions of Section 1094.6 of the Code of Civil Procedure applicable to certain administrative decisions, and providing for time limits on the judicial review of such administrative decisions.

- B. The Finance and Administration Committee of the Board of Directors may sustain, rescind, or modify any or all of the disciplinary action imposed against the employee; however, the action cannot be increased.
- C. If the disciplinary action is modified, the employee's pay, benefits and/or seniority shall be adjusted accordingly. The effective date of the modified discipline shall be set forth in the Notice of Decision.
- D. If the disciplinary action is rescinded, the employee shall be restored to his/her position, with no loss of pay, benefits or seniority.

ARTICLE 17 - RULE MAKING AUTHORITY

Section 17.01. - General

Subject to those provisions that fall under Government Code Section 3500, et. seq., the General Manager, or designated representative(s), may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this MOU and the policies of the Agency.

ARTICLE 18 - NOTICE

Section 18.01. - General

Within three (3) months of the adoption of this MOU, a copy shall be presented to each Inland Empire Operator's Association employee of the Agency, and to each newly hired Inland Empire Operators' Association employee at the time of appointment.

ARTICLE 19 - MODIFIED AGENCY SHOP

Section 19.01. - General

- A. Current employees in the Inland Empire Operators' Association who are now Inland Empire Operators' Association members shall remain Inland Empire Operators' Association members for the period of this MOU.
- B. An employee who is hired after July 1, 2001 in a job classification within the IEUA Operators' Association representation covered by this MOU shall become a member of the Inland Empire Operators' Association, or pay a fee in an amount equal to the Inland Empire Operators' Association's biweekly dues upon completion of his/her original probationary period. Such fee shall be by payroll deduction.
- C. Dues withheld by the Agency shall be transmitted to the Inland Empire Operators' Association officer designated in writing by the Inland Empire Operators' Association as the person authorized to receive such funds, at the address specified.
- C. The Agency shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card or a petition signed by the

members of the Inland Empire Operators' Association is submitted to the Agency in sufficient time to permit normal processing of the change or deduction.

- E. No Association member shall be required to join the Inland Empire Operators' Association or make an Agency fee payment if the Association member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Association member has verified the specific circumstances. Such employee must, instead, arrange with the Inland Empire Operators' Association to satisfy his/her obligation by donating the equivalent amount to any one of the following tax exempt (under Section 501(c)(3) of the Internal Revenue Code), non-labor, non-religious charitable funds: (a) Mount Baldly United Way, (b) Salvation Army, and (c) the City of Hope. The Inland Empire Operators' Association shall be responsible for determinations under this paragraph.
- F. The Inland Empire Operators' Association shall be fully responsible for expending funds received under this provision consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations.
- G. Whenever an Association member shall be delinquent in the payment of dues or fees, the Inland Empire Operators' Association shall give the Association member written notice thereof and fifteen (15) days to cure the delinquency.
- H. The Agency shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.
- I. If agency shop is held invalid by operation of law or by any court of competent jurisdiction then any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of the MOU shall continue to have such dues deductions made by the Agency during the term of this MOU provided, however, that any employee in the unit may terminate such Association dues during the period of June 1 through June 10 of each year of the MOU by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The Association will provide the Agency's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.
- J. The Inland Empire Operators' Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the Agency and, upon request to the employees who are members of the Inland Empire Operators' Association within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

- K. This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Association pursuant to Government Code Section 3502.5(b).
- L. The Inland Empire Operators' Association hereby agrees to defend, indemnify and hold harmless the Inland Empire Utilities Agency and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this provision.
- M. The Inland Empire Operators' Association's indemnity and liability obligation is more fully set forth as follows:
- 1) The Inland Empire Operators' Association shall defend, indemnify and hold harmless the Inland Empire Utilities Agency and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this agreement. Upon commencement of such legal action, administrative proceeding, or claim, the Inland Empire Operators' Association shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the Agency or its officers and employees because of any application of this provision shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Inland Empire Operators' Association shall not diminish the Inland Empire Operators' Association's defense and indemnification obligations of the Agreement.
 - 2) The Agency, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Inland Empire Operators' Association of such action, provide the Inland Empire Operators' Association with all information, documents, and assistance necessary for the Inland Empire Operators' Association's defense or settlement of such action and fully cooperate with the Inland Empire Operators' Association in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by the Inland Empire Operators' Association.
 - 3) The Inland Empire Operators' Association upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. The Inland Empire Operators' Association, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

ARTICLE 20 - CONTRACT TERM

Section 20.01. - General

This MOU shall be effective as of July 1, 2018, and shall remain in full force and effect through June 30, 2021, or until a successor MOU is implemented after meeting and conferring.

During the term of this MOU through June 30, 2021, if the Agency provides any other bargaining units a COLA or Medical Benefit adjustment greater than contained in this MOU then

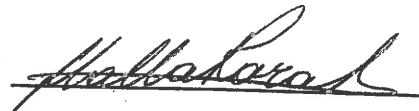
the Agency shall adjust this MOU to make is consistent with the changes in the other MOU.

IN WITNESS WHEREOF, the parties have executed this agreement, by their duly authorized representatives, on the day and the year first above written.

Inland Empire Operators' Association

Inland Empire Utilities Agency

VHR 575 7-31-18



Victor Rodriguez
Steward

Halla Razak
General Manager

NB 1226 7-31-18

Noah Ball
Steward

RESOLUTION NO. 2018-8-10

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT TO THE AGENCY'S SALARY SCHEDULE/MATRIX FOR ALL EMPLOYEE GROUPS

WHEREAS, the Agency has negotiated new labor contracts and made compensation changes that affect all employees represented and unrepresented employee bargaining groups including the Operators' Association employees

WHEREAS, the Agency now desires to update the salary and classification information to comply with the California Code of Regulations (CCR) §570.5.

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

SECTION 1. The Laboratory Unit, Professional Unit, General Unit, Supervisors' Unit, Unrepresented Employees, Executive Management Employees, and Operators' Association salary schedule/matrix is hereby adopted and set forth in Exhibit "1" of this resolution.

SECTION 2. The salary information contained in Exhibit "1" shall be effective as of July 1, 2018.

ADOPTED the 15th day of August 2018.

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)
COUNTY OF) SS
SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2018-8-10, was adopted at a regular
Board Meeting on August 15, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

*A Municipal Water District

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix

Effective July 1, 2018

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Accountant I	173	UN	Exempt
Accountant II	175	PR	Exempt
Accounting Supervisor	184	SU	Exempt
Accounting Technician I	170	GU	Non-exempt
Accounting Technician II	173	GU	Non-exempt
Administrative Assistant I	171	GU	Non-exempt
Administrative Assistant I (confidential)	171	UN	Non-exempt
Administrative Assistant II	174	PR	Non-exempt
Administrative Assistant II (confidential)	174	UN	Non-exempt
Assistant Engineer	179	UN	Exempt
Associate Engineer	182	UN	Exempt
Biologist ¹	181	LB	Exempt
Board Secretary/Office Manager	188	UN	Exempt
Budget Officer	186	UN	Exempt
Business Systems Analyst I	179	PR	Exempt
Business Systems Analyst II	181	PR	Exempt
Business Systems Supervisor	184	SU	Exempt
CAD Designer	178	UN	Non-exempt
Chemist	181	LB	Exempt
Chief Financial Officer	192	UN	Exempt
Chief Information Technology Officer	192	UN	Exempt
Collection System Operator I	171	GU	Non-exempt
Collection System Operator II	175	GU	Non-exempt
Collection System Operator III	177	GU	Non-exempt
Collection System Supervisor	184	SU	Exempt
Compost Facility Supervisor	185	SU	Exempt
Compost Operator	174	GU	Non-exempt
Compost Sales Representative	181	PR	Exempt
Compost Worker	170	GU	Non-exempt
Construction Project Inspector	180	UN	Non-exempt
Construction Project Manager - PE	186	PR	Exempt
Contracts Administrator I	177	PR	Exempt
Contracts Administrator II	180	PR	Exempt
Contracts and Procurement Supervisor	184	SU	Exempt
Control Systems Analyst I	180	GU	Non-exempt
Control Systems Analyst II	182	GU	Non-exempt
Deputy Manager of Capital Improvement Projects	188	UN	Exempt
Deputy Manager of Construction Management	188	UN	Exempt
Deputy Manager of Engineering	189	UN	Exempt
Deputy Manager of Grants	188	UN	Exempt
Deputy Manager of Human Resources	188	UN	Exempt
Deputy Manager of Integrated Systems Services	188	UN	Exempt
Deputy Manager of Maintenance	188	UN	Exempt
Deputy Manager of Operations	188	UN	Exempt

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix

Effective July 1, 2018

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Deputy Manager of Planning & Environmental Resources	189	UN	Exempt
Deputy Manager of Safety	188	UN	Exempt
Electrical & Instrumentation Technician I	176	GU	Non-exempt
Electrical & Instrumentation Technician II	179	GU	Non-exempt
Electrical & Instrumentation Technician III	181	GU	Non-exempt
Electrical & Instrumentation Technician IV	182	GU	Non-exempt
Engineering Services Analyst	182	PR	Exempt
Engineering Services Specialist	179	UN	Exempt
Engineering Services Supervisor	184	SU	Exempt
Engineering Technician	175	GU	Non-exempt
Environmental Resources Planner I	179	UN	Exempt
Environmental Resources Planner II	182	UN	Exempt
Executive Assistant	178	UN	Exempt
Executive Manager of Engineering/Assistant General Manager	196	EX	Exempt
Executive Manager of External Affairs and Policy Development/AGM	196	EX	Exempt
Executive Manager of Finance & Administration/Assistant General Manager	196	EX	Exempt
Executive Manager of Operations/Assistant General Manager	196	EX	Exempt
External Affairs Analyst	180	UN	Exempt
External Affairs Specialist I	171	UN	Exempt
External Affairs Specialist I (Y-Rated) ²	202	UN	Exempt
External Affairs Specialist II	177	UN	Exempt
Facilities Program Supervisor	184	SU	Exempt
Facilities Specialist	177	PR	Exempt
Facilities Specialist - Landscape	177	UN	Exempt
Financial Analyst I	179	PR	Exempt
Financial Analyst II	181	PR	Exempt
General Manager	204	EX	Exempt
GIS Specialist	178	UN	Exempt
Grants Administrator	179	PR	Exempt
Groundwater Recharge Supervisor	187	SU	Exempt
Human Resources Analyst I	177	UN	Exempt
Human Resources Analyst II	179	UN	Exempt
Human Resources Officer	183	UN	Exempt
Human Resources Technician	171	UN	Non-exempt
HVAC Technician	177	GU	Non-exempt
Industrial Engine Technician I	177	GU	Non-exempt
Industrial Engine Technician II	181	GU	Non-exempt
Information Systems Analyst I	179	PR	Exempt
Information Systems Analyst II	181	PR	Exempt
Intern	001	OTR	Non-exempt
Internal Auditor	179	PR	Exempt
Inventory Resources Coordinator	181	PR	Exempt
Laboratory Assistant	172	LB	Non-exempt
Laboratory Scientist I	177	LB	Non-exempt

Inland Empire Utilities Agency
Salary Matrix
Effective July 1, 2018

EXHIBIT 1

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Laboratory Scientist II	179	LB	Non-exempt
Laboratory Supervisor	184	SU	Exempt
Maintenance Planner	181	GU	Non-exempt
Maintenance Specialist	201	UN	Exempt
Maintenance Supervisor	185	SU	Exempt
Manager of Business Information Services	190	UN	Exempt
Manager of Contracts & Procurement	190	UN	Exempt
Manager of Engineering	192	UN	Exempt
Manager of External Affairs	190	UN	Exempt
Manager of Finance & Accounting	190	UN	Exempt
Manager of Grants	190	UN	Exempt
Manager of Human Resources	190	UN	Exempt
Manager of Integrated Systems Services	190	UN	Exempt
Manager of Internal Audit	190	UN	Exempt
Manager of Laboratories	190	UN	Exempt
Manager of Operations & Maintenance	192	UN	Exempt
Manager of Planning & Environmental Resources	192	UN	Exempt
Manager of Regional Compost Authority	190	UN	Exempt
Manager of Technical Services	190	UN	Exempt
Materials Specialist	182	PR	Exempt
Mechanic I	172	GU	Non-exempt
Mechanic II	176	GU	Non-exempt
Mechanic III	179	GU	Non-exempt
Mechanic IV	181	GU	Non-exempt
Network Administrator	183	PR	Exempt
Office Assistant	166	GU	Non-exempt
Office Assistant (confidential)	166	UN	Non-exempt
Operations Specialist	179	UN	Exempt
Operations Supervisor	184	SU	Non-exempt
Pretreatment & Source Control Inspector I	174	GU	Non-exempt
Pretreatment & Source Control Inspector II	177	GU	Non-exempt
Principal Accountant	186	UN	Exempt
Process Automation & Controls Supervisor	185	SU	Exempt
Procurement Specialist I	174	PR	Non-exempt
Procurement Specialist II ³	175	PR	Non-exempt
Project Manager I	184	PR	Exempt
Project Manager II	185	PR	Exempt
Records Management Supervisor	184	SU	Exempt
Records Specialist	173	GU	Non-exempt
Recycled Water Distribution Operator	179	OP	Non-exempt
Risk Specialist	174	UN	Non-exempt
RW/Groundwater Recharge Operations & Maintenance Specialist	179	UN	Exempt
RW/Groundwater Recharge Systems Maintenance Technician	176	GU	Non-exempt
Safety Analyst	178	UN	Exempt

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix

Effective July 1, 2018

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Safety Officer	184	UN	Exempt
Senior Accountant	179	PR	Exempt
Senior Associate Engineer	184	UN	Exempt
Senior Associate Engineer - PE	185	UN	Exempt
Senior Compost Operations & Maintenance Technician	181	GU	Non-exempt
Senior Construction Project Inspector	182	UN	Exempt
Senior Engineer	187	PR	Exempt
Senior Environmental Resources Planner	184	UN	Exempt
Senior External Affairs Specialist	180	UN	Exempt
Senior Financial Analyst	183	PR	Exempt
Senior Information Systems Analyst	182	PR	Exempt
Senior Internal Auditor	182	PR	Exempt
Senior Inventory Analyst	182	PR	Exempt
Senior Management Analyst	182	PR	Exempt
Senior Operations Specialist	184	UN	Exempt
Senior Pretreatment & Source Control Inspector	180	GU	Non-exempt
Senior Project Manager	187	PR	Exempt
Senior Wastewater Treatment Plant Operator	181	OP	Non-exempt
Senior Water Plant Operator	181	OP	Non-exempt
Senior Water Resources Analyst	184	PR	Exempt
Source Control/Environmental Resources Supervisor	187	SU	Exempt
Supervisor - Environmental Compliance & Energy	188	SU	Exempt
Systems Administrator	181	PR	Exempt
Technology Specialist I	178	GU	Non-exempt
Technology Specialist II	180	GU	Non-exempt
Technology Specialist III	182	GU	Non-exempt
Warehouse Technician	171	GU	Non-exempt
Wastewater Treatment Plant Operator I	174	OP	Non-exempt
Wastewater Treatment Plant Operator II	176	OP	Non-exempt
Wastewater Treatment Plant Operator III	178	OP	Non-exempt
Wastewater Treatment Plant Operator IV, V	180	OP	Non-exempt
Wastewater Treatment Plant Operator-in-Training	171	OP	Non-exempt
Water Plant Operator I	174	OP	Non-exempt
Water Plant Operator II	176	OP	Non-exempt
Water Plant Operator III	178	OP	Non-exempt
Water Plant Operator IV, V	180	OP	Non-exempt
Water Resources Supervisor	184	SU	Exempt

Notes:

1. Incumbent Biologist in this position prior to 7/1/01 shall be non-exempt.
2. The Y-Rated salary for this position is reflective of the incumbent in the position effective 11/1/14 formerly classified as CIP Coordinator.
3. Incumbent Procurement Specialist I reclassified to Procurement Specialist II on 7/1/18 shall be exempt.

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
165				
1	19.3994	1,551.95	3,362.57	40,351
2	19.8843	1,590.75	3,446.62	41,359
3	20.3814	1,630.51	3,532.78	42,393
4	20.8910	1,671.28	3,621.11	43,453
5	21.4132	1,713.06	3,711.63	44,540
6	21.9486	1,755.89	3,804.43	45,653
7	22.4973	1,799.78	3,899.53	46,794
8	23.0597	1,844.78	3,997.02	47,964
9	23.6363	1,890.90	4,096.95	49,163
166				
1	20.3680	1,629.44	3,530.46	42,365
2	20.8772	1,670.17	3,618.71	43,424
3	21.3991	1,711.93	3,709.18	44,510
4	21.9341	1,754.73	3,801.91	45,623
5	22.4824	1,798.59	3,896.95	46,763
6	23.0445	1,843.56	3,994.38	47,933
7	23.6206	1,889.65	4,094.23	49,131
8	24.2111	1,936.89	4,196.59	50,359
9	24.8164	1,985.31	4,301.50	51,618
167				
1	21.3860	1,710.88	3,706.90	44,483
2	21.9205	1,753.64	3,799.56	45,595
3	22.4685	1,797.48	3,894.55	46,735
4	23.0303	1,842.42	3,991.92	47,903
5	23.6060	1,888.48	4,091.71	49,101
6	24.1962	1,935.70	4,194.01	50,328
7	24.8011	1,984.09	4,298.86	51,586
8	25.4212	2,033.70	4,406.34	52,876
9	26.0567	2,084.54	4,516.49	54,198
168				
1	22.4532	1,796.26	3,891.89	46,703
2	23.0145	1,841.16	3,989.18	47,870
3	23.5899	1,887.19	4,088.92	49,067
4	24.1796	1,934.37	4,191.13	50,294
5	24.7841	1,982.73	4,295.91	51,551
6	25.4038	2,032.30	4,403.33	52,840
7	26.0389	2,083.11	4,513.40	54,161
8	26.6898	2,135.19	4,626.24	55,515
9	27.3570	2,188.56	4,741.89	56,903
169				
1	23.5743	1,885.95	4,086.22	49,035
2	24.1637	1,933.10	4,188.37	50,260
3	24.7677	1,981.42	4,293.07	51,517
4	25.3870	2,030.96	4,400.41	52,805

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	26.0216	2,081.73	4,510.41	54,125
6	26.6722	2,133.78	4,623.18	55,478
7	27.3390	2,187.12	4,738.76	56,865
8	28.0224	2,241.80	4,857.22	58,287
9	28.7230	2,297.84	4,978.65	59,744
170				
1	24.7537	1,980.30	4,290.65	51,488
2	25.3726	2,029.80	4,397.91	52,775
3	26.0068	2,080.54	4,507.85	54,094
4	26.6570	2,132.56	4,620.54	55,447
5	27.3234	2,185.87	4,736.06	56,833
6	28.0065	2,240.52	4,854.47	58,254
7	28.7067	2,296.54	4,975.83	59,710
8	29.4244	2,353.95	5,100.23	61,203
9	30.1600	2,412.80	5,227.74	62,733
171				
1	25.9914	2,079.31	4,505.17	54,062
2	26.6412	2,131.29	4,617.81	55,414
3	27.3072	2,184.57	4,733.24	56,799
4	27.9898	2,239.19	4,851.57	58,219
5	28.6897	2,295.17	4,972.87	59,674
6	29.4069	2,352.55	5,097.19	61,166
7	30.1421	2,411.36	5,224.62	62,695
8	30.8955	2,471.64	5,355.23	64,263
9	31.6680	2,533.44	5,489.12	65,869
172				
1	27.2918	2,183.34	4,730.58	56,767
2	27.9741	2,237.93	4,848.85	58,186
3	28.6735	2,293.88	4,970.08	59,641
4	29.3903	2,351.22	5,094.32	61,132
5	30.1251	2,410.01	5,221.69	62,660
6	30.8783	2,470.26	5,352.23	64,227
7	31.6501	2,532.01	5,486.02	65,832
8	32.4415	2,595.32	5,623.19	67,478
9	33.2524	2,660.20	5,763.76	69,165
173				
1	28.6551	2,292.41	4,966.89	59,603
2	29.3714	2,349.71	5,091.05	61,093
3	30.1058	2,408.46	5,218.34	62,620
4	30.8584	2,468.67	5,348.78	64,185
5	31.6298	2,530.38	5,482.50	65,790
6	32.4206	2,593.64	5,619.56	67,435
7	33.2311	2,658.49	5,760.05	69,121
8	34.0619	2,724.96	5,904.07	70,849
9	34.9135	2,793.08	6,051.67	72,620

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
174				
1	30.0856	2,406.85	5,214.83	62,578
2	30.8377	2,467.01	5,345.20	64,142
3	31.6087	2,528.69	5,478.83	65,746
4	32.3990	2,591.92	5,615.82	67,390
5	33.2089	2,656.71	5,756.21	69,075
6	34.0391	2,723.13	5,900.11	70,801
7	34.8901	2,791.21	6,047.61	72,571
8	35.7623	2,860.99	6,198.80	74,386
9	36.6564	2,932.51	6,353.77	76,245
175				
1	31.5879	2,527.03	5,475.23	65,703
2	32.3776	2,590.21	5,612.12	67,345
3	33.1870	2,654.96	5,752.41	69,029
4	34.0167	2,721.34	5,896.23	70,755
5	34.8671	2,789.37	6,043.64	72,524
6	35.7388	2,859.10	6,194.72	74,337
7	36.6323	2,930.58	6,349.60	76,195
8	37.5480	3,003.84	6,508.33	78,100
9	38.4868	3,078.94	6,671.04	80,052
176				
1	33.1664	2,653.31	5,748.84	68,986
2	33.9956	2,719.65	5,892.57	70,711
3	34.8454	2,787.63	6,039.87	72,478
4	35.7165	2,857.32	6,190.86	74,290
5	36.6094	2,928.76	6,345.64	76,148
6	37.5247	3,001.98	6,504.29	78,051
7	38.4628	3,077.02	6,666.88	80,003
8	39.4243	3,153.95	6,833.55	82,003
9	40.4100	3,232.80	7,004.40	84,053
177				
1	34.8255	2,786.04	6,036.43	72,437
2	35.6962	2,855.69	6,187.34	74,248
3	36.5886	2,927.09	6,342.03	76,104
4	37.5034	3,000.27	6,500.59	78,007
5	38.4410	3,075.28	6,663.10	79,957
6	39.4020	3,152.16	6,829.67	81,956
7	40.3870	3,230.96	7,000.42	84,005
8	41.3967	3,311.73	7,175.42	86,105
9	42.4315	3,394.52	7,354.80	88,258
178				
1	36.5655	2,925.24	6,338.01	76,056
2	37.4796	2,998.37	6,496.47	77,958
3	38.4166	3,073.33	6,658.88	79,907
4	39.3771	3,150.17	6,825.36	81,904

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix

Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	40.3615	3,228.92	6,995.99	83,952
6	41.3705	3,309.64	7,170.89	86,051
7	42.4048	3,392.39	7,350.17	88,202
8	43.4649	3,477.19	7,533.92	90,407
9	44.5515	3,564.12	7,722.26	92,667
179				
1	38.3952	3,071.61	6,655.16	79,862
2	39.3550	3,148.40	6,821.54	81,858
3	40.3389	3,227.11	6,992.07	83,905
4	41.3474	3,307.79	7,166.87	86,002
5	42.3811	3,390.49	7,346.05	88,153
6	43.4406	3,475.25	7,529.70	90,356
7	44.5266	3,562.13	7,717.94	92,615
8	45.6398	3,651.18	7,910.89	94,931
9	46.7808	3,742.46	8,108.67	97,304
180				
1	40.3144	3,225.15	6,987.83	83,854
2	41.3223	3,305.79	7,162.54	85,950
3	42.3554	3,388.43	7,341.60	88,099
4	43.4142	3,473.14	7,525.13	90,302
5	44.4996	3,559.96	7,713.26	92,559
6	45.6120	3,648.96	7,906.09	94,873
7	46.7524	3,740.19	8,103.74	97,245
8	47.9212	3,833.70	8,306.34	99,676
9	49.1193	3,929.54	8,514.01	102,168
181				
1	42.3279	3,386.23	7,336.83	88,042
2	43.3862	3,470.89	7,520.27	90,243
3	44.4708	3,557.66	7,708.27	92,499
4	45.5825	3,646.60	7,900.97	94,812
5	46.7221	3,737.77	8,098.50	97,182
6	47.8902	3,831.22	8,300.97	99,612
7	49.0875	3,927.00	8,508.49	102,102
8	50.3146	4,025.17	8,721.20	104,654
9	51.5724	4,125.80	8,939.22	107,271
182				
1	44.4446	3,555.56	7,703.72	92,445
2	45.5557	3,644.45	7,896.32	94,756
3	46.6945	3,735.56	8,093.72	97,125
4	47.8619	3,828.95	8,296.06	99,553
5	49.0585	3,924.68	8,503.47	102,042
6	50.2849	4,022.80	8,716.06	104,593
7	51.5420	4,123.36	8,933.94	107,207
8	52.8306	4,226.45	9,157.31	109,888
9	54.1513	4,332.10	9,386.23	112,635

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
183				
1	46.6687	3,733.50	8,089.25	97,071
2	47.8355	3,826.84	8,291.49	99,498
3	49.0314	3,922.51	8,498.78	101,985
4	50.2572	4,020.58	8,711.25	104,535
5	51.5136	4,121.09	8,929.02	107,148
6	52.8014	4,224.11	9,152.25	109,827
7	54.1215	4,329.72	9,381.07	112,573
8	55.4745	4,437.96	9,615.58	115,387
9	56.8614	4,548.91	9,855.98	118,272
184				
1	49.0006	3,920.05	8,493.44	101,921
2	50.2256	4,018.05	8,705.77	104,469
3	51.4813	4,118.50	8,923.43	107,081
4	52.7683	4,221.47	9,146.51	109,758
5	54.0876	4,327.00	9,375.18	112,502
6	55.4397	4,435.18	9,609.55	115,315
7	56.8257	4,546.06	9,849.80	118,198
8	58.2463	4,659.71	10,096.03	121,152
9	59.7026	4,776.21	10,348.45	124,181
185				
1	51.4491	4,115.93	8,917.85	107,014
2	52.7354	4,218.83	9,140.80	109,690
3	54.0537	4,324.29	9,369.31	112,432
4	55.4051	4,432.40	9,603.54	115,243
5	56.7902	4,543.21	9,843.63	118,124
6	58.2100	4,656.80	10,089.73	121,077
7	59.6652	4,773.22	10,341.97	124,104
8	61.1568	4,892.54	10,600.51	127,206
9	62.6858	5,014.86	10,865.54	130,386
186				
1	54.0231	4,321.85	9,364.01	112,368
2	55.3737	4,429.89	9,598.11	115,177
3	56.7580	4,540.64	9,838.06	118,057
4	58.1770	4,654.16	10,084.01	121,008
5	59.6314	4,770.52	10,336.12	124,033
6	61.1223	4,889.78	10,594.52	127,134
7	62.6502	5,012.02	10,859.37	130,312
8	64.2165	5,137.32	11,130.86	133,570
9	65.8220	5,265.76	11,409.14	136,910
187				
1	56.7228	4,537.82	9,831.95	117,983
2	58.1407	4,651.26	10,077.73	120,933
3	59.5943	4,767.54	10,329.68	123,956
4	61.0842	4,886.73	10,587.93	127,055

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	62.6112	5,008.90	10,852.62	130,231
6	64.1766	5,134.13	11,123.95	133,487
7	65.7810	5,262.48	11,402.03	136,824
8	67.4255	5,394.04	11,687.09	140,245
9	69.1111	5,528.89	11,979.26	143,751
188				
1	59.5569	4,764.55	10,323.19	123,878
2	61.0458	4,883.66	10,581.27	126,975
3	62.5719	5,005.75	10,845.80	130,150
4	64.1362	5,130.89	11,116.93	133,403
5	65.7396	5,259.17	11,394.86	136,738
6	67.3831	5,390.65	11,679.74	140,157
7	69.0677	5,525.42	11,971.74	143,661
8	70.7943	5,663.55	12,271.02	147,252
9	72.5643	5,805.14	12,577.81	150,934
189				
1	62.5344	5,002.75	10,839.30	130,072
2	64.0979	5,127.83	11,110.29	133,324
3	65.7003	5,256.02	11,388.05	136,657
4	67.3428	5,387.42	11,672.75	140,073
5	69.0264	5,522.11	11,964.57	143,575
6	70.7520	5,660.16	12,263.67	147,164
7	72.5207	5,801.66	12,570.26	150,843
8	74.3339	5,946.71	12,884.54	154,614
9	76.1922	6,095.38	13,206.65	158,480
190				
1	65.6600	5,252.80	11,381.07	136,573
2	67.3015	5,384.12	11,665.60	139,987
3	68.9841	5,518.73	11,957.24	143,487
4	70.7087	5,656.69	12,256.17	147,074
5	72.4764	5,798.11	12,562.58	150,751
6	74.2883	5,943.06	12,876.64	154,520
7	76.1455	6,091.64	13,198.55	158,383
8	78.0492	6,243.93	13,528.53	162,342
9	80.0004	6,400.03	13,866.73	166,401
191				
1	68.9426	5,515.41	11,950.05	143,401
2	70.6662	5,653.29	12,248.80	146,986
3	72.4328	5,794.62	12,555.02	150,660
4	74.2436	5,939.49	12,868.89	154,427
5	76.0997	6,087.98	13,190.61	158,287
6	78.0022	6,240.18	13,520.39	162,245
7	79.9523	6,396.18	13,858.40	166,301
8	81.9511	6,556.09	14,204.86	170,458
9	83.9999	6,719.99	14,559.99	174,720

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
192				
1	72.3911	5,791.29	12,547.79	150,573
2	74.2009	5,936.07	12,861.49	154,338
3	76.0559	6,084.48	13,183.03	158,196
4	77.9572	6,236.58	13,512.59	162,151
5	79.9063	6,392.50	13,850.42	166,205
6	81.9038	6,552.31	14,196.67	170,360
7	83.9515	6,716.12	14,551.60	174,619
8	86.0502	6,884.02	14,915.37	178,984
9	88.2015	7,056.12	15,288.27	183,459
193				
1	76.0100	6,080.80	13,175.07	158,101
2	77.9102	6,232.82	13,504.43	162,053
3	79.8580	6,388.64	13,842.05	166,105
4	81.8544	6,548.35	14,188.10	170,257
5	83.9008	6,712.07	14,542.81	174,514
6	85.9983	6,879.86	14,906.37	178,876
7	88.1482	7,051.86	15,279.03	183,348
8	90.3520	7,228.16	15,661.01	187,932
9	92.6108	7,408.86	16,052.54	192,630
194				
1	79.8127	6,385.02	13,834.21	166,011
2	81.8080	6,544.64	14,180.06	170,161
3	83.8532	6,708.26	14,534.56	174,415
4	85.9495	6,875.96	14,897.92	178,775
5	88.0984	7,047.87	15,270.38	183,245
6	90.3008	7,224.07	15,652.14	187,826
7	92.5583	7,404.66	16,043.44	192,521
8	94.8722	7,589.78	16,444.52	197,334
9	97.2440	7,779.52	16,855.63	202,268
195				
1	83.8038	6,704.30	14,525.99	174,312
2	85.8988	6,871.91	14,889.13	178,670
3	88.0464	7,043.71	15,261.38	183,137
4	90.2475	7,219.80	15,642.90	187,715
5	92.5037	7,400.30	16,033.98	192,408
6	94.8163	7,585.31	16,434.83	197,218
7	97.1868	7,774.94	16,845.70	202,148
8	99.6164	7,969.31	17,266.84	207,202
9	102.1068	8,168.55	17,698.52	212,382
196				
1	87.9922	7,039.38	15,251.98	183,024
2	90.1921	7,215.36	15,633.29	187,599
3	92.4468	7,395.74	16,024.11	192,289
4	94.7580	7,580.64	16,424.72	197,097

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix
Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	97.1269	7,770.15	16,835.32	202,024
6	99.5551	7,964.41	17,256.23	207,075
7	102.0440	8,163.52	17,687.63	212,252
8	104.5950	8,367.60	18,129.80	217,558
9	107.2099	8,576.79	18,583.05	222,997
197				
1	92.3913	7,391.31	16,014.50	192,174
2	94.7011	7,576.09	16,414.86	196,978
3	97.0687	7,765.49	16,825.24	201,903
4	99.4954	7,959.63	17,245.86	206,950
5	101.9827	8,158.62	17,677.01	212,124
6	104.5324	8,362.59	18,118.95	217,427
7	107.1457	8,571.66	18,571.92	222,863
8	109.8243	8,785.95	19,036.22	228,435
9	112.5699	9,005.59	19,512.12	234,145
198				
1	97.0103	7,760.82	16,815.11	201,781
2	99.4355	7,954.84	17,235.48	206,826
3	101.9214	8,153.71	17,666.37	211,996
4	104.4694	8,357.56	18,108.04	217,296
5	107.0811	8,566.49	18,560.73	222,729
6	109.7582	8,780.66	19,024.75	228,297
7	112.5022	9,000.17	19,500.38	234,005
8	115.3147	9,225.18	19,987.88	239,855
9	118.1976	9,455.81	20,487.58	245,851
199				
1	104.2884	8,343.07	18,076.66	216,920
2	106.8956	8,551.64	18,528.56	222,343
3	109.5680	8,765.44	18,991.78	227,901
4	112.3072	8,984.57	19,466.58	233,599
5	115.1149	9,209.19	19,953.25	239,439
6	117.9928	9,439.42	20,452.08	245,425
7	120.9426	9,675.41	20,963.38	251,561
8	123.9661	9,917.29	21,487.46	257,850
9	127.0653	10,165.22	22,024.65	264,296
200				
1	112.1091	8,968.73	19,432.24	233,187
2	114.9118	9,192.95	19,918.05	239,017
3	117.7847	9,422.78	20,416.01	244,992
4	120.7293	9,658.34	20,926.41	251,117
5	123.7475	9,899.80	21,449.56	257,395
6	126.8412	10,147.29	21,985.80	263,830
7	130.0122	10,400.98	22,535.45	270,425
8	133.2625	10,661.00	23,098.84	277,186
9	136.5941	10,927.52	23,676.30	284,116

Inland Empire Utilities Agency

EXHIBIT 1

Salary Matrix

Effective July 1, 2018

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
201				
1	59.3745	4,749.96	10,291.58	123,499
202				
1	42.9806	3,438.45	7,449.97	89,400
203				
1	149.1334	11,930.68	25,849.80	310,198
204				
1	151.0337	12,082.69	26,179.17	314,150
001				
1	11.0000			
2	12.0000			
3	13.0000			
4	14.0000			
5	15.0000			
6	16.0000			

**ACTION
ITEM**

5A

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

HHR

Committee: Engineering, Operations & Water Resources

08/08/18

Finance & Administration

08/08/18

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-1 Switchgear and Generator Control Upgrades

Executive Summary:

In July 2016, IEUA evaluated Regional Water Recycling Plant No. 1's (RP-1) electrical distribution system and planned expansion. The evaluation included electrical equipment sizes, existing power load, and future power load needs. The report concluded that the switchgear was at the end of its useful life, and the switchgear is critical for maintaining plant operational compliance.

The RP-1 Power Reliability Generator Control Upgrades Project will replace the outdated control equipment for the backup generators allowing RP-1 to operate reliably during a power outage. On September 12, 2017, IEUA received three design-build bids. Big Sky Electric (Big Sky) was determined to be the best value, responsible bidder. After the bids were received, the RP-1 switchgear failed a functionality test in October 2017. Big Sky proposed an added value option to replace the 12kV switchgear. Staff determined it was in IEUA's best interest to include this added value option. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees. Additionally, staff requests the existing contract with Black & Veatch contract be amended to include engineering services during construction.

Staff's Recommendation:

1. Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;
2. Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

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

Account/Project Name:

EN17044/RP-1 Switchgear and Generator Control Upgrades

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

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

Business Goal:

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

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Construction Contract [Click to Download](#)

Attachment 4 - Consultant Engineering Amendment

Attachment 1

Background

Subject: RP-1 Switchgear and Generator Upgrades Design-Build Contract Award

In July 2016, IEUA retained the services of Tetra Tech to perform a system analysis for the existing Regional Water Recycling Plant No. 1 (RP-1) electrical distribution system and planned expansion. The system analysis consisted of evaluating electrical equipment sizes, existing switchgear load, and the future load expansion. Tetra Tech proposed recommendations to address existing and future electrical system deficiencies.

Part of Tetra Tech's system analysis consisted of evaluating the three existing 1250 kW Caterpillar backup generators and their related control systems located inside the Power Reliability Building at RP-1. The analysis concluded that the existing generator control system is an outdated analog system that does not meet the plant's current digital data and network system requirements and is unreliable; placing RP-1 at risk during a power outage. The purpose of the RP-1 Power Reliability Generator Control Upgrades Project is to replace the outdated control equipment for the backup generators as well as incorporate microgrid technology allowing RP-1 to maximize the use of alternative power generation on a go forward basis. This reliability is critical in maintaining water quality compliance and staff safety.

On January 17, 2017, IEUA retained Black & Veatch to prepare a Project Design Report for engineering and pre-design services for the Project. On May 10, 2017, IEUA pre-qualified three design-build contractors for the Project. On July 24, 2017, IEUA advertised via *PlanetBids* a Request for Proposal to three pre-qualified design-build contractors in compliance with Senate Bill (SB) 785, which allows public agencies to select design-build contractors based on the best value to IEUA rather than being selected exclusively on lowest cost. This project delivery method was preferred due to the sensitivity of the controls systems and the significant impact that quality experience can have on the success of this project. All three contractors participated in the job walk on August 3, 2017.

On September 12, 2017, the following proposals were received:

Bidder's Name	Total Price
Big Sky Electric	\$2,458,143
CDM Smith	\$2,350,484
CSI Electric	\$2,286,570
Engineer's Estimate	\$2,500,000

The proposals were reviewed by a selection committee from Engineering and Construction Management, Integrated Systems Services, and Contracts and Procurement; member agency staff was requested to participate but were unavailable to assist.

Pursuant to SB 785, the proposals were evaluated based on technical design and construction experience, proposed work plan, schedule, fees, and the recommended RP-1 electrical back-up plan. Based on these criteria, the committee unanimously determined that Big Sky Electric (Big Sky) provided the best value to IEUA for the Project. Big Sky was the only Design/Build

Contractor to submit a complete proposal package encompassing the entire scope of work as requested by IEUA. During the pre-qualification process, IEUA staff evaluated Big Sky's financial statements and verified references; which were found to be excellent. Big Sky demonstrated the technical experience and responsiveness to be successful on this project.

Value-Added Proposal

In addition to the base proposal submitted in early September 2017, Big Sky proposed a value-added scope of work to replace the 12kV switchgear due to its age. IEUA had identified the RP-1 12kV Switchgear replacement as a future project and had begun switchgear testing to determine its viability and condition. The testing report, delivered in October 2017, stated that the switchgear had obsolete parts, was operating inefficiently, and had failed several of the testing procedures and could not be repaired. With this information, IEUA staff began to evaluate Big Sky's value-added proposal and elected to include the value-added scope of work.

Including the value-added scope of work for the 12kV switchgear presents the following cost savings to IEUA:

Project Description	Total Price
Planned Future 12kV Switchgear Projects	\$3,900,000
Value-Added 12kV Switchgear Replacement Cost, Project No. EN17044	-\$1,968,857
Total Savings	\$1,931,143

In addition to the cost savings, adding the replacement of the 12kV switchgear to the Project requires only one plant shutdown as opposed to several plant shutdowns; minimizing risk to plant operations and compliance.

The total requested amount for the design-build contract is as follows:

Big Sky Electric's Proposal	Total Price
RP-1 Generator Control Upgrades	\$2,458,143
RP-1 12kV Switchgear Replacement – Added Value Proposal	\$1,968,857
Total Bid Price	\$4,427,000

The following table is the anticipated project cost:

Description	Estimated Cost
Pre-Design Services	\$328,000
Pre-Design Contract (actual)	\$102,500
IEUA Pre-Design Services (actual)	\$225,500
Design-Build Services	\$322,454
Owner's Engineer Services (~4%)	\$189,644
IEUA Services (~3%)	\$132,810
Construction	\$4,869,700
Design-Build Contract (this action)	\$4,427,000
Contingency (~10%)	\$442,700
Total Project Cost	\$5,520,154

Current Total Project Budget	\$5,830,000
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The following is the anticipated project schedule:

Project Milestone	Date
Design-Build Contract Award	August 2018
Design Completion	March 2019
Construction Completion	May 2019

The RP-1 12kV Switchgear and Generator Control Upgrades Project is consistent with *IEUA's Business Goal of Wastewater Management* specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachment 2

RP-1 Switchgear and Generator Control Upgrades Construction Contract Award

Project No. EN17044



Regional Water Recycling Plant No. 1



The Project

- RP-1 Switchgear and Generator Control Upgrades
 - Systems at their “End of Life”
 - Unreliable Switchgear operation, parts are obsolete, and failed coordination testing
 - Old Technology Generator Control Panels
 - Out dated Engine Control Panels
- Scope includes:
 - Replacement of 12kV Switchgear with Spare Breaker Space
 - Replacement of Control Panels for Generator Control
 - New Digital Engine Control Panels at Generators
 - Emergency Power During Construction



Contractor Selection

Three design-build bids were received on September 12, 2017:

Bidder's Name	Final Bid Amount
Big Sky Electric	\$2,458,143
CDM Smith	\$2,350,484
CSI Electric	\$2,286,570
Engineer's Estimate	\$2,500,000

Value Added Proposal	
Big Sky Electric	\$1,968,857
Final Price	\$4,427,000

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Pre-Design Services	\$328,000	Construction	
Pre-Design Contract (actuals)	\$102,500	Construction Contract Award	August 2018
IEUA pre-design Services (actuals)	\$225,500	Construction Completion	May 2019
Design-Build Services	\$322,454		
Owner Engineer Services (~4%)	\$189,644		
IEUA Design-Build Services (~3%)	\$132,810		
Construction	\$4,869,700		
Design-Build Contract (this action)	\$4,427,000		
Contingency (10%)	\$442,700		
Total Project Cost	\$5,520,154		
Total Project Budget	\$5,830,000		

Recommendation

- Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;
- Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
- Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

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

Attachment 3



**CONTRACT NUMBER: 4600002590
FOR
DESIGN-BUILD SERVICES
FOR
RP-1 12KV SWITCHGEAR AND GENERATOR CONTROL UPGRADES
PROJECT NO. EN17044**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 20____, 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" or "IEUA"), and Big Sky Electric, Inc., with offices in Upland, California (hereinafter referred to as "Contractor"), for the RP-1 12kV Switch Gear and Generator Control Upgrades Project (hereinafter referred to as the "Project").

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

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

Project Manager: Gary Dix
Address: 6075 Kimball Avenue, Bldg. "B"
Chino, CA 91708
Telephone: 909-993-1670
Facsimile: 909-993-9000
Email: gdix@ieua.org

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

Contractor: Big Sky Electric, Inc
John Phillips
President
Address: 310 McArthur Way, Suite A
Upland, CA 91786
Telephone: (909) 694-0432
Facsimile: (909) 694-0433

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002590 and Approved Change Orders
 - B. Contract Number 4600002590 General Terms and Conditions.
 - C. Contractor's Best and Final Offer dated June 25, 2018.
 - D. Agency's Added Value Scope of Work dated May 15, 2018.
 - E. Contractor's Original Proposal dated September 12, 2017.
 - F. Agency's Request for Proposal Number RFP-RW-17-009 dated July 24, 2017.

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with Exhibit A, Contractor's Proposal dated June 25, 2018, Exhibit B, Agency's Added Value scope of work, dated May 15, 2018, Exhibit C, Contractor's original proposal, dated September 12, 2017, and Exhibit D, Agency's Request for Proposal, dated July 24, 2017, which are attached hereto, and made a part hereof by this reference.

Contractor shall 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.

The Notice Requesting Proposals, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's 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 it fully set forth.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or **May 31, 2019**, whichever occurs first, unless agreed upon by both parties, reduced to writing, and incorporated as an amendment to this Contract.

Time is of the essence on this Contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price **NOT-TO-EXCEED MAXIMUM OF \$4,427,000** for all services satisfactorily provided during the term of this Contract.

1. Invoicing shall be submitted electronically to apgroup@ieua.org. Payment shall 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.

Contractor shall submit certified payroll records (CPR's) to the Labor Commissioner using DIR's electronic certified reporting system and provide with their invoice certified payroll verifying that Contractor has paid prevailing wage in accordance with the DIR requirements as stipulated in California Senate Bills 854 and 96 (<http://www.dir.ca.gov/public-works/certified-payroll-reporting.html>).

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

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

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

8. LIQUIDATED DAMAGES: Liquidated damages, in the amount of \$1,000 per calendar day, shall apply for each full day that the Contractor's completion of the project is delinquent to May 31, 2019. Any and all liquidated damages shall be paid by the 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.

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 2 – General Information, Part R “Liquidated Damages”, for any violation of the General Conditions, Section 6 - Contractor’s Responsibilities, Part E, "Law and Regulations"; Bidding and Contract Requirements Contract Section D –Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section 4 – Contractor’s Responsibilities, Part D, "Labor, Materials and Equipment"; General Conditions Section 6 – Contractor’s Responsibilities, Part I, "Safety and Protection" or General Conditions Section 9 – Legal Responsibilities, Part H, "Disturbance of the Peace".

9. 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. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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

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

1. Commercial General Liability and Automobile Liability Coverage

- a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
- b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

Inland Empire Utilities Agency, a Municipal Water District
Attn: Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, CA 91709
Email: AWitte@ieua.org

10. FITNESS FOR DUTY:

A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:

1. Shall report to 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 the Agency.

- B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.
- C. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker

employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. 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.
- J. Equal Opportunity: 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.
- K. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or

shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

L. Disputes:

1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.
2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- M. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- N. 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.

SB854 Reuirements:

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.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.
13. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.
 - B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency

when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

- C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

14. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

- B. 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 arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

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

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

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

Contractor: John Phillips
Big Sky Electric, Inc.
310 McArthur Way, Suite A
Upland, CA 91786

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

16. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
17. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public

Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

18. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
19. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
20. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
21. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
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, etcetera.
23. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
24. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
25. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
**A MUNICIPAL WATER DISTRICT*

BIG SKY ELECTRIC, INC.:

Warren T. Green (Date)
Manager of Contracts
and Procurement

John Phillips (Date)
President

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Attachment 4



**CONTRACT AMENDMENT NUMBER: 4600002269-005
FOR
CONSULTING ENGINEERING SERVICES
FOR THE
RP-1 POWER RELIABILITY BUILDING CONTROLS,
PROJECT NO. EN17044**

THIS CONTRACT AMENDMENT FIVE is made and entered into this ____ day of _____, 2018, 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 Black & Veatch Corporation with offices located in Los Angeles and Irvine, California (hereinafter referred to as “Consultant”), for Electrical and Instrumentation & Control (I&C) design services for the RP-1 Power Reliability Building Controls Project No. EN17044, and shall revise the Contract as herein amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, IS CHANGED TO ADD: Additional Consultant services and responsibilities shall include and be in accordance with tasks identified in Consultant’s Proposal dated June 25, 2018, which is attached hereto, incorporated herein, and made a part hereof as **Exhibit A**.

SECTION SIX, COMPENSATION IS CHANGED TO ADD THE FOLLOWING PARAGRAPH:

As compensation for the additional work performed under this Contract, Agency shall pay Consultant, on a **Fixed Price Level-of-Effort basis** at the rates specified within Consultant’s proposal, which is attached hereto, incorporated herein, and made a part hereof as **Exhibit A**, up to the **NOT-TO-EXCEED MAXIMUM OF \$292,144.00**. This represents an increase of \$189,644.00 as authorized by SAP Purchase Requisition 10045165.

All Other Provisions Of This Contract Remain Unchanged, In Full Force, And Effect.

(Signature Page Immediately Follow)



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT


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

INLAND EMPIRE UTILITIES AGENCY:
**A MUNICIPAL WATER DISTRICT*


BLACK AND VEATCH CORPORATION:

Halla H. Razak
General Manager

(Date)



Jeff Neeman, P.E.
Associate Vice President



(Date)

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Exhibit A



June 25, 2018

Inland Empire Utilities Agency
6075 Kimball Ave
Chino, CA. 91708

Attention: Mr. Gary Dix

Subject: Request for Proposal for Consulting Engineering Services for the RP-1 and 12kV Switchgear Generator Control Upgrades, Project No. EN17044 Amendment Request No. 4

We are pleased to submit a fee estimate to provide Owner's Engineering Services during the Design/Build Phase of the subject project based on the scope of work provided by the Inland Empire Utilities Agency (IEUA) to Black & Veatch on May 29, 2018.

BACKGROUND

The RP-1 Power Switchgear Generator Control Upgrades Project involves the integration of a new control system at the Power Reliability Building (PRB). The project objective is to improve and enhance the operation and reliability of the existing power generating equipment.

This project also includes the removal of existing 12 kV switchgear and installation of new 12 kV switchgear in the PRB. The switchgear will be designed to be flexible, efficient and have room for expansion.

Black & Veatch has completed development of the technical documents for the Design/Build Contractor. For the next phase of the project, IEUA has requested additional engineering services from Black & Veatch covered under Amendment No. 4 to provide owner's representative assistance during the final design, construction and post-construction phases of the project.

SCOPE OF SERVICES

In this letter proposal, we have outlined the additional scope of work that Black & Veatch will perform as requested by IEUA.

TASK 1—Design Services

This task will include the following services:

- A. Project Management to prepare invoices, track progress, the budget and participate in the project kick-off meeting.
- B. During the project kick-off phase, Black & Veatch will attend meetings and review the Design/Build Contractor documents as identified in the IEUA scope of work.
- C. During the 50% design review, Black & Veatch will attend meetings and workshops and review the design documents as identified in the IEUA scope of work.

- D. During the 85% design review, Black & Veatch will attend meetings and workshops and review the updated design documents as identified in the IEUA scope of work.
- E. During Final Design review, Black & Veatch will attend one (1) meeting and one (1) workshop and review the final design documents as identified in the IEUA scope of work.

Agendas and meeting minutes are assumed to be prepared by IEUA, but Black & Veatch has included time to review meeting minutes for accuracy and completeness. Black & Veatch has assumed twenty (24) drawings will be reviewed at the 50% Design Phase, increasing to 36 drawings for the 85% and final design reviews.

TASK 2—Construction Services

- A. Project Management to prepare invoices, track progress, manage the budget and provide general project coordination.
- B. Attend one (1) preconstruction workshop and nine (9) construction workshops
- C. Attend one (1) Factory Acceptance Test (FAT) which will be located out of state for 3 days.
- D. Attend weekly Construction Progress Meetings by phone. Sixteen (16) progress meetings are included at average time of one (1) hour each meeting.
- E. Review of shop drawings and submittals provided by the Design/Build Contractor to be completed within twenty-one (21) calendar days. Ten (10) shop drawings are included in our fee estimate for Black & Veatch review. The fee estimate includes four hours of review time for initial shop drawing review and 2 hours for each resubmittal for a total twenty (20) submittal reviews. Half of the submittals are assumed to require I&C discipline review.
- F. Assist in the response to job-site questions and review Request for Deviations submitted by the Design/Build Contractor. A total of twenty (20) Requests for Information or job-site questions are included at an average effort of three (3) hours per question. Half of the questions are assumed to be related to Electrical with the other half Instrumentation and Controls.
- G. Attend the testing, training, start-up and commissioning workshop.

TASK 3—Post Construction Services

- A. Review the Design/Build Contractor's as-built drawings. Review the Operations and Maintenance manuals, Asset List and Process Control Narrative as submitted by the Design/Build Contractor.

SCHEDULE IMPACT

The following schedule was used to prepare the fee estimate per the IEUA scope of scope, acknowledging it is subject to change.

Milestone	Completion Date
Design/Build Contract Award	August 15, 2018
Design Completion	March 1, 2019
Construction Completion	April 30, 2019
Project Closure	June 30, 2019

Black & Veatch anticipates the majority of the design will be completed within the first 3 to 4 months following Contractor notice-to-proceed.

ESTIMATED FEE

Our fee for the above additional efforts is estimated not-to-exceed one hundred eighty nine thousand six hundred forty four dollars (\$189,644). Our billing rates and the fee breakdown are provided in the attached fee tables.

We look forward to continuing assisting IEUA with this project as it moves forward from preliminary design through construction and commissioning. We will expeditiously and cost-effectively work towards achieving IEUA's goals for this project.

If you have additional questions and would like to discuss this proposal, please contact Brian Waite at (949) 471-3896.

Very truly yours,

BLACK & VEATCH CORPORATION


Brian Waite, PE
Project Manager
(949) 471-3896
Waiteb@BV.com



Matthew L. Thomas, PE
Project Director
(949) 788-4250
ThomasML@BV.com

Attachments: Table 1: Labor and Fee Estimate
Table 2: Meeting Level of Effort
Table 3: Submittal Level of Effort

Table 1
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Labor and Fee Estimate

Task Description	Principal In Charge	Project Manager	Electrical Eng Manager	I&C Eng Manager	Accounting	Total Hours	Total Labor	Direct Expense	Total Subs	Total Cost
Task	Rate	\$300	\$290	\$290	\$230	\$95				
Task 1 - Design Services										
1.1 Project Management	0.0	15.0			11.0	26	5,395	0	0	5,395
1.2 Kick-off Meeting and Document Review										
Meetings		6.0	8.5	8.5		23	6,160	76	0	6,236
Submittal Review		0.0	9.0	14.0		23	5,830	0	0	5,830
1.3 50% Design Meetings and Document Review										
Meetings		0.0	8.5	20.5		29	7,180	153	0	7,333
Submittal Review		0.0	42.0	44.0		86	22,300	0	0	22,300
1.4 85% Design Meetings and Document Review										
Meetings		0.0	8.5	32.5		41	9,940	229	0	10,169
Submittal Review		0.0	25.0	29.0		54	13,920	0	0	13,920
1.5 100% Design Meetings and Document Review										
Meetings		0.0	2.5	8.5		11	2,680	38	0	2,718
Submittal Review		0.0	28.0	31.0		59	15,250	0	0	15,250
Task 2 Construction Services										
2.1 Project Management	0.0	17.5			12.5	30	6,263	0	0	6,263
2.2 Pre/Construction workshops		0.0	48.0	48.0		96	24,960	610	0	25,570
2.3 FAT Witnessing		0.0	32.0	0.0		32	9,280	1,440	0	10,720
2.4 Weekly Progress Meetings		0.0	16.0	12.0		28	7,400	0	0	7,400
2.5 Shop Drawing Reviews		2.0	60.0	30.0		92	24,880	0	0	24,880
2.6 Question/RFI Assistance		0.0	30.0	30.0		60	15,600	0	0	15,600
Task 3 Post Construction Services										
3.1 As-built Review		0.0	16.0	8.0		24	6,480	0	0	6,480
3.2 O&M Manual Review		0.0	4.0	4.0		8	2,080	0	0	2,080
3.3 Process Control Narrative Review		0.0	2.0	4.0		6	1,500	0	0	1,500
TOTAL	0	41	340	324	24	728	\$187,098	\$2,546	0	\$189,644

Table 2
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Meeting Level of Effort

Phase	Title	Day(s)	Duration (Hrs)	Requirements	PM (Hrs)	Electrical (Hrs)	I&C (Hrs)	Travel (\$)	Notes
Design	Project Kickoff	1	4	In-Person	6	6	6	\$ 76.30	
Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
50% Design	Architectural and Equipment	1	4	In-Person	0	6	6	\$ 76.30	
50% Design	Process Control Narrative	2	4	In-Person	0	0	12	\$ 76.30	
50% Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
85% Design	Architectural and Equipment	1	4	In-Person	0	6	6	\$ 76.30	
85% Design	OIT/HMI Screens	2	4	In-Person	0	0	12	\$ 76.30	
85% Design	Process Control Narrative	2	4	In-Person	0	0	12	\$ 76.30	
85% Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
Final Design	Process Control Narrative	1	4	In-Person	0	0	6	\$ 38.15	
Final Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
Construction	Preconstruction and Overall System Workshop	1	4	In-Person	0	6	6	\$ 76.30	
Construction	Transition and Backup Generation Workshop	2	4	In-Person	0	12	0	\$ 76.30	
Construction	Electrical I&C and Mechanical Workshop	2	4	In-Person	0	12	12	\$ 152.60	
Construction	SCADA System Programming Workshop	2	4	In-Person	0	0	12	\$ 76.30	
Construction	70% Construction Completion Workshop	1	4	In-Person	0	6	6	\$ 76.30	
Construction	FAT Test (Out of State)	3	24	In-Person	0	32	0	\$ 1,440.00	4 hours each way travel
Construction	Weekly Progress Meetings	8	2	Conference Call	0	16	12	\$ -	
Construction	Testing/Training/Startup/Commissioning Workshop	1	4	In-Person	0	12	12	\$ 152.60	

Table 3
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Submittal Level of Effort

Phase	Title	# of submittals	PM (Hrs)	Electrical (Hrs)	I&C (Hrs)	Notes
Design	Control Panel/Switchgear Layout	1	0	4	4	
Design	Component List/Bill of Materials	1	0	2	2	
Design	Project Schedule	1	0	2	2	
Design	Process Control Narrative (draft)	1	0	1	6	
50% Design	Project Description	1	0	1	1	
50% Design	Back-up and Transition Plan	1	0	4	1	
50% Design	Design Criteria	1	0	2	2	
50% Design	Equipment Cut Sheets	1	0	6	6	
50% Design	Drawings	1	0	24	24	Assumed: 24 dwgs @ 2 hr/dwg
50% Design	Specifications	1	0	4	4	
50% Design	Process Control Narrative	1	0	1	6	
85% Design	Drawings	1	0	18	18	Assumed: 36 dwgs @ 1 hr/dwg
85% Design	Specifications	1	0	2	4	
85% Design	Process Control Narrative	1	0	1	6	
85% Design	Back-up and Transition Plan	1	0	4	1	
Final Design	Drawings	1	0	18	18	Assumed: 36 dwgs @ 1 hr/dwg
Final Design	Specifications	1	0	1	2	
Final Design	Process Control Narrative	1	0	1	4	
Final Design	Design Calculations	1	0	4	2	
Final Design	Equipment Cut Sheets	1	0	2	4	
Final Design	Back-up and Transition Plan	1	0	2	1	
Construction	Shop Drawings (qty 10)	2	2	60	30	
Post Construction	As-builts	1	0	16	8	
Post Construction	O&M Manual	1	0	4	4	
Post Construction	Final Process Control Narrative	1	0	2	4	

**INFORMATION
ITEM**

6A

Engineering and Construction Management Project Updates



EN18036 – CCWRF Asset Management and Improvements - III

Project Goal: Improve Drainage and Processes

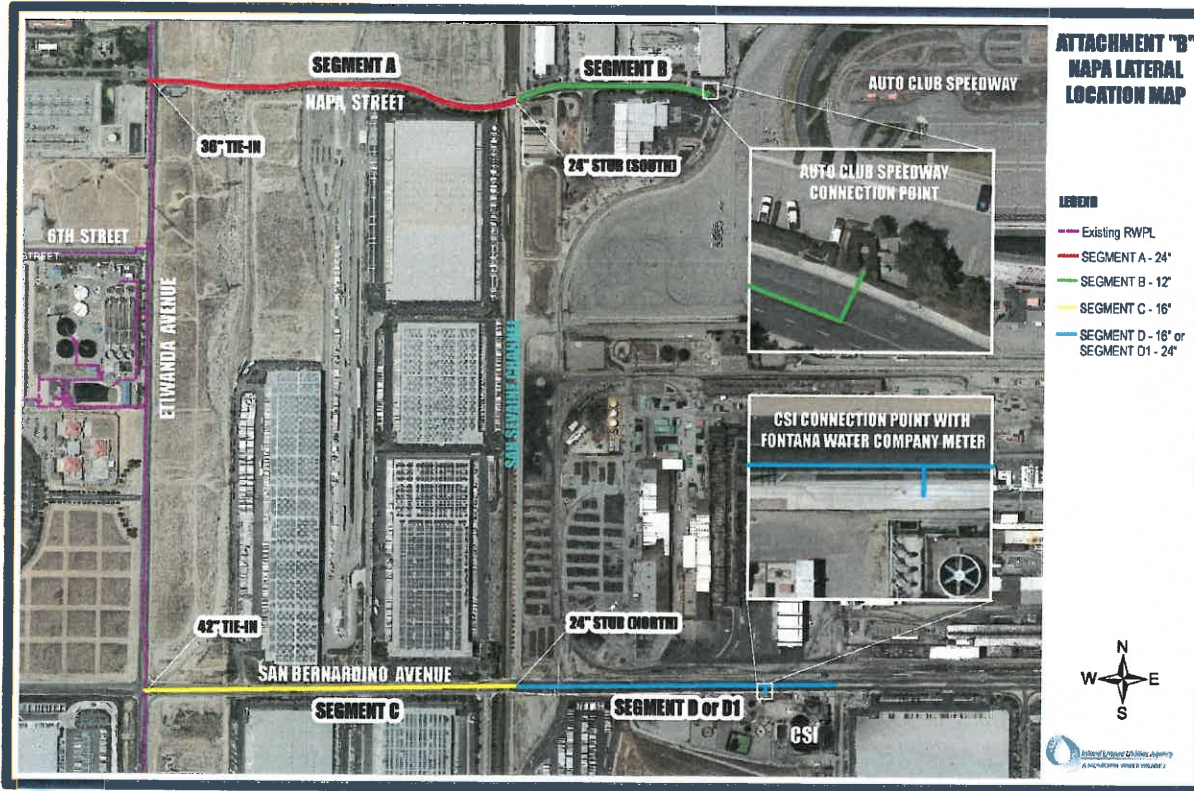
Total Project Budget: \$2.4 M
Project Completion: November 2020

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	GHD	\$250 K	0.0%
Construction	TBD	TBD	TBD



WR15021 – Napa Lateral

Project Goal: Increased Recycled Water Use



Total Project Budget: \$6.5 M
Project Completion: June 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build (Current)	Ferreira Construction	\$5.3 M	0.0%

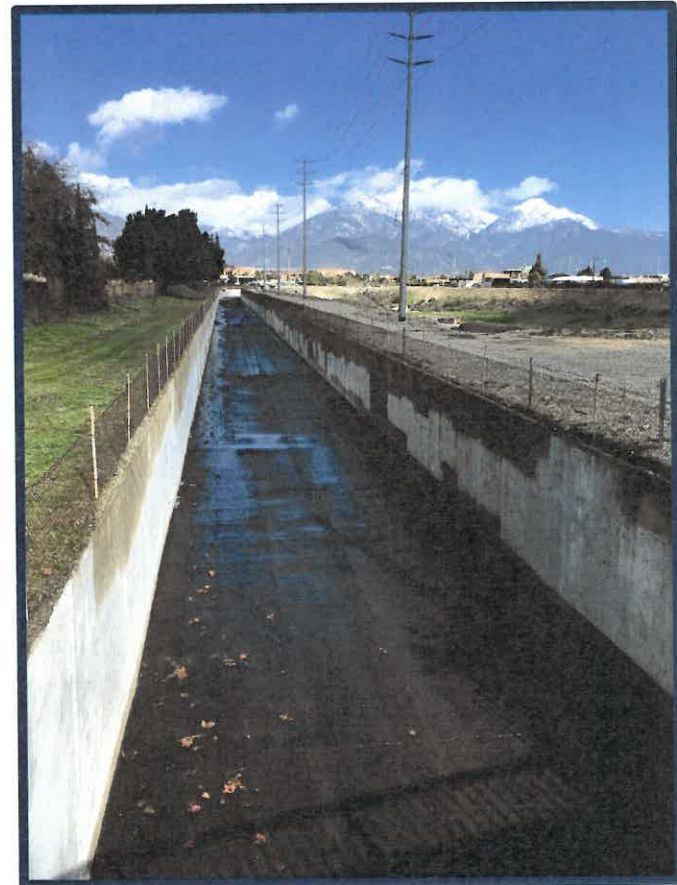
RW15003.03 – Montclair Basin Improvements

Project Goal: Divert Additional Storm Water for GWR

Total Project Budget: \$1.8 M

Project Completion: December 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Carollo	\$156 K	0.0%
Construction	TBD	TBD	TBD



EN14019.00 – RP-1 Headworks

Project Goal: Retrofit Headworks Grit Removal System



Total Project Budget: \$9.7 M
Project Completion: February 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Woodward & Curran	\$1.3 M	15.18%
Construction (Current)	Myers & Sons	\$5.7 M	0.0%

PA17006.02 – RP-5 Aeration Panel Replacement

Project Goal: Aeration Panel and Sprayer Replacement

Total Project Budget: \$3.6 M

Project Completion: December 2018

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In House	None	N/A
Construction (Current)	Genesis Construction	\$3.0 M	0.0%



EN18055 – Headquarters Roofing

Project Goal: Replace HQ Roof and Skylights



Total Project Budget: \$1.3 M
Project Completion: September 2018

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In House	None	N/A
Construction (Current)	Best Contracting	\$1 M	0.0%

**INFORMATION
ITEM**

6E

Date: August 15, 2018

HHR

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Finance & Administration

08/08/18

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Treasurer's Report of Financial Affairs

Executive Summary:

The Treasurer's Report of Financial Affairs for the month ended June 30, 2018 is submitted in a format consistent with the State requirement.

For the month of June 2018, total cash, investments, and restricted deposits of \$222,953,603 reflects a decrease of \$3,878,517 compared to the total of \$226,832,120 reported for May 2018. The decrease was due to debt service payments and project expenses partially offset by capital call and State Revolving Fund (SRF) loan receipts. The average days of cash on hand for the month ended June 30, 2018 decreased from 261 days to 253 days.

The unrestricted Agency investment portfolio yield in June 2018 was 2.118%, an increase of 0.205% compared to the May yield of 1.913%. The increase can be attributed to a more favorable market yield.

Staff's Recommendation:

The Treasurer's Financial Affairs Report for the month ended June 30, 2018 is an informational item for the Board of Director's review.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Interest earned on the Agency's investment portfolio increases the Agency's overall reserves.

Prior Board Action:

On July 18, 2018, the Board of Directors approved the Treasurer's Financial Affairs Report for the month ended May 31, 2018.

Environmental Determination:

Not Applicable

Business Goal:

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.

Attachments:

- Attachment 1 - June 18 Financial Affairs - Background
- Attachment 2 - June 18 Financial Affairs - Powerpoint
- Attachment 3 - June 18 Financial Affairs Report

Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs for the month ended June 30, 2018 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. 2018-2-5).

Agency total cash, investments, and restricted deposits for the month ended June 30, 2018 was \$222.9 million, a decrease of \$3.9 million from the \$226.8 million reported for the month ended May 31, 2018. The decrease was primarily due to debt service payments and project expenses partially offset by capital call and State Revolving Funds (SRF) loan receipts.

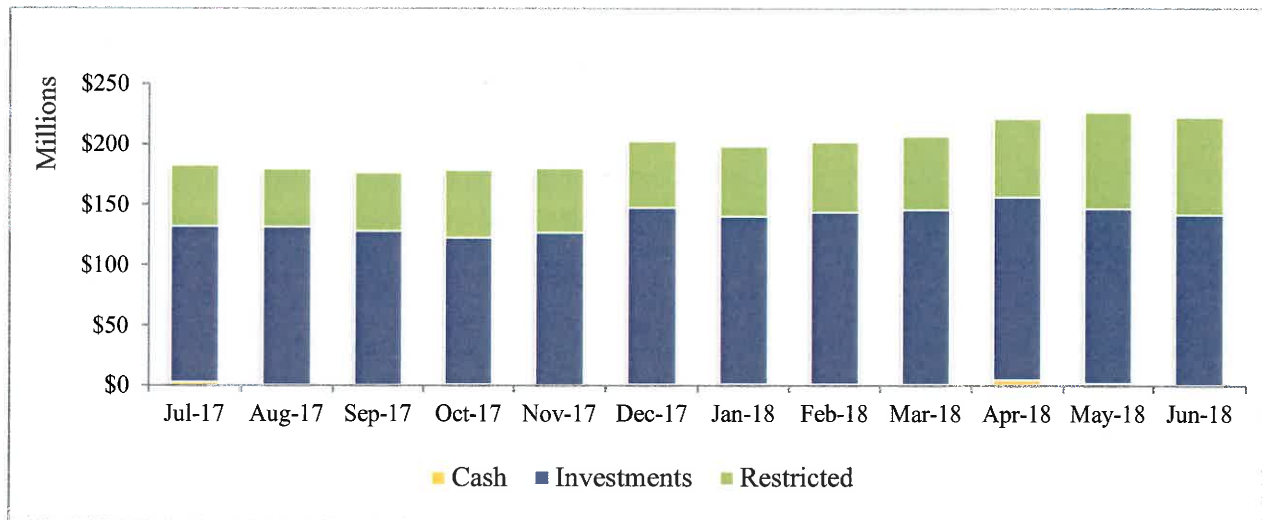
Table 1 represents the unrestricted Agency investment portfolio, by authorized investment and duration, with total portfolio amount of \$141.3 million. The Agency portfolio excludes restricted deposits in the amount of \$81.4 million held by member agencies and with fiscal agents.

PFM Asset Management LLC assumed day to day management of the Agency's investment portfolio beginning in April 2018.

Table 1: Agency Portfolio

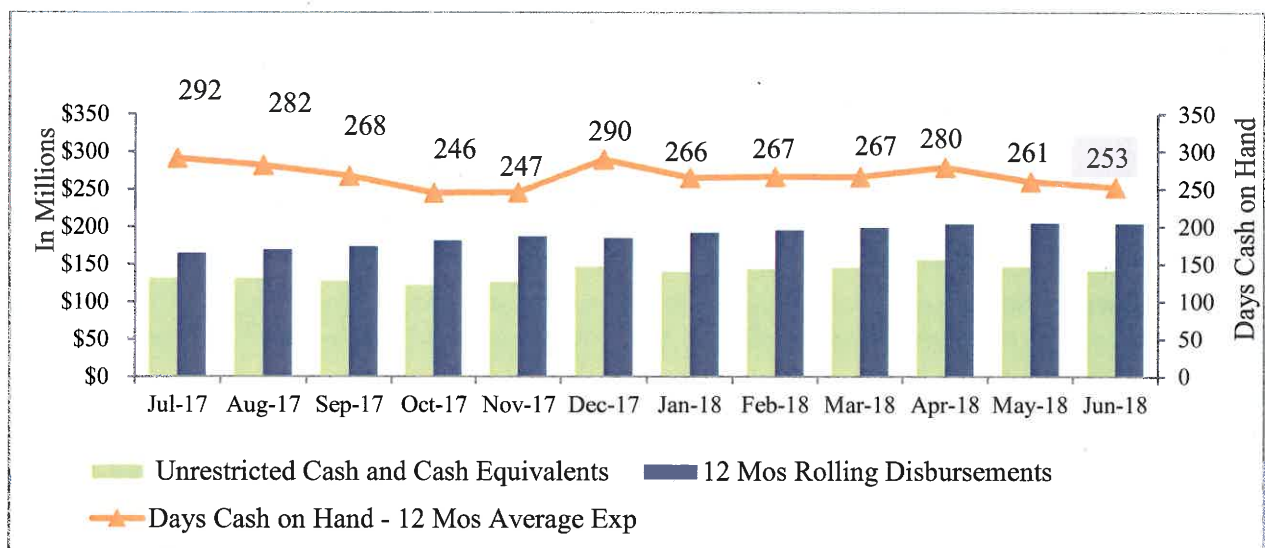
Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of June 30, 2018 (\$ million)				Average Yield	Portfolio % (Unrestricted)
		Under 1 Year	1-3 Years	Over 3 Years	Total		
LAIF- Unrestricted	\$65	\$22.53			\$22.53	1.86%	15.95%
CAMP - Unrestricted	n/a	\$35.50			\$35.50	2.05%	25.13%
Citizens Business Bank – Sweep	40%	\$ 2.60			\$ 2.60	0.90%	1.85%
Brokered Certificates of Deposit	30%	\$0.96	\$1.65	\$0.81	\$ 3.42	2.65%	2.43%
Commercial Paper	25%	\$1.00			\$ 1.00	2.43%	0.70%
Medium Term Notes	30%	\$7.73	\$1.13	\$9.25	\$18.11	2.35%	12.82%
Municipal Bonds	10%		\$1.00		\$ 1.00	1.75%	0.71%
US Treasury Notes	n/a	\$1.95	\$7.87	\$14.70	\$24.52	2.53%	17.35%
US Gov't Securities	n/a	\$7.76	\$23.22	\$1.61	\$32.59	1.98%	23.06%
Total		\$80.03	\$34.87	\$26.37	\$141.3	2.12%	100.00%

Figure 1: Cash, Investments, and Restricted Deposits



Average days cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency’s cash flow. The average days of cash on hand for the month ended June 30, 2018 decreased from 261 days to 253 days as shown in Figure 2.

Figure 2: Days Cash on Hand – 12 Month Rolling Average



Monthly cash and investment summaries are available on the Agency’s website at www.ieua.org/fy-2017-18-cash-and-investment/.

Treasurer's Report of Financial Affairs for June 30, 2018



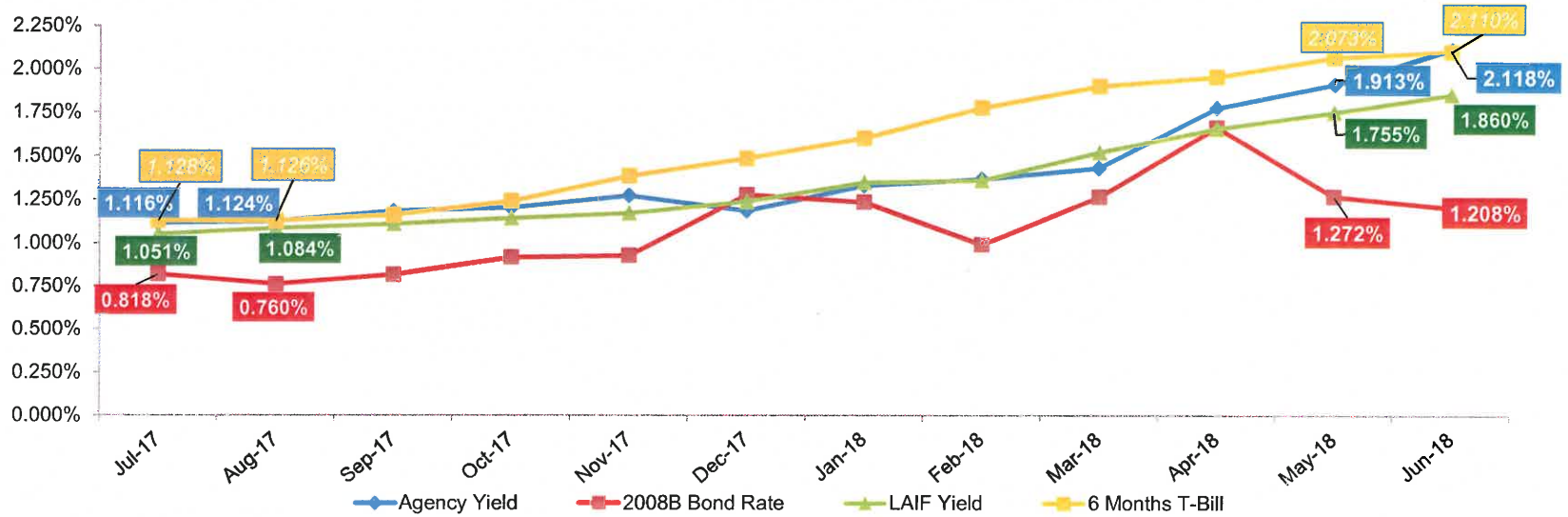
Agency Liquidity

- Decrease due to debt service payments and project expenses partially offset by capital call and SRF loan receipts.

Liquidity			
Description	June (\$ million)	May (\$ million)	Increase/ (Decrease) (\$ million)
Investment Portfolio	\$141.3	\$144.8	(\$3.5)
Cash and Restricted Deposits	<u>\$81.6</u>	<u>\$82.0</u>	<u>(\$0.4)</u>
Total Investments, Cash, and Restricted Deposits	\$222.9	\$226.8	(\$3.9)
Investment Portfolio Yield	2.118%	1.913%	0.205%
Weighted Average Duration (Years)	1.06	0.99	0.07
Average Cash on Hand (days)	253	261	(8)

Monthly cash and investment summaries available at: www.ieua.org/fy-2017-18-cash-and-investment/

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 June 30, 2018



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2018-2-5) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on February 21, 2018.

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
June 30, 2018

	June	May
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	\$286,501	\$1,874,921
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$2,606,431	\$18,158,793
Local Agency Investment Fund (LAIF)	22,527,517	22,527,517
CalTrust	0	0
California Asset Management Program (CAMP)	35,497,959	23,438,371
Certificates of Deposit	3,429,482	1,205,000
Municipal Bonds	998,523	998,419
Commercial Paper	991,000	989,000
Medium Term Notes	18,112,339	18,116,323
U.S. Treasury Notes	24,515,514	22,519,500
U.S. Government Sponsored Entities	32,588,827	36,824,788
Total Investments	\$141,267,592	\$144,777,711
 Total Cash and Investments Available to the Agency	 \$141,554,093	 \$146,652,632
 <u>Restricted Deposits</u>		
CAMP Water Connection Reserve	\$10,882,109	\$10,091,623
LAIF Self Insurance Reserve	5,979,918	5,979,918
Debt Service Accounts	2,563,997	2,561,496
Capital Capacity Reimbursement Account (CCRA) Deposits Held by Member Agencies	46,804,082	48,468,107
California Employers' Retirement Benefit Trust Account - CERBT (Other Post Employment Benefits - OPEB)	14,249,085	12,217,999
Escrow Deposits	920,319	860,345
Total Restricted Deposits	\$81,399,510	\$80,179,488
 Total Cash, Investments, and Restricted Deposits	 \$222,953,603	 \$226,832,120

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2018

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Negative balance offset by CBB Sweep Balance)	\$28,877
CBB Payroll Account	-
CBB Workers' Compensation Account	29,781
Subtotal Demand Deposits	<u>\$58,658</u>

Other Cash and Bank Accounts

Petty Cash	\$2,250
Subtotal Other Cash	<u>\$2,250</u>

US Bank Pre-Investment Money Market Account

\$225,593

Total Cash and Bank Accounts

\$286,501

Unrestricted Investments

CBB Repurchase (Sweep) Investments

Fannie Mae Bond	\$2,606,431
Subtotal CBB Repurchase (Sweep)	<u>\$2,606,431</u>

Local Agency Investment Fund (LAIF)

LAIF Fund	\$22,527,517
Subtotal Local Agency Investment Fund	<u>\$22,527,517</u>

California Asset Management Program (CAMP)

Short Term	\$35,497,959
Subtotal CAMP	<u>\$35,497,959</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2018

Unrestricted Investments Continued

Brokered Certificates of Deposit

Brokered Certificates of Deposit	\$3,429,482
Subtotal Brokered Certificates of Deposit	<u>\$3,429,482</u>

Commercial Paper

Natixis NY Branch	\$991,000
Subtotal Commercial Paper	<u>\$991,000</u>

Municipal Bonds

State and Local Municipal Bonds	\$998,523
Subtotal Municipal Bonds	<u>\$998,523</u>

Medium Term Notes

Johnson & Johnson	\$1,663,461
Microsoft	2,054,073
Exxon Mobil	2,508,134
Wells Fargo Bank	1,503,601
UPS of America Inc	794,214
Hershey Company	334,780
American Honda Finance	769,004
Boeing Co	798,365
Toyota Motor	979,772
Bank of NY Mellon	1,372,529
American Express	786,214
Walt Disney Company	799,508
Visa Inc	796,693
Bank of America	770,555
Oracle Corp	1,390,276
Burlington North Santa Fe Corp	791,160
Subtotal Medium Term Notes	<u>\$18,112,339</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2018

Unrestricted Investments Continued

U.S. Treasury Notes

Treasury Note	\$24,515,514
Subtotal U.S. Treasury Notes	<u>\$24,515,514</u>

U.S. Government Sponsored Entities

Fannie Mae Bank	\$7,858,536
Freddie Mac Bank	9,506,541
Federal Farm Credit Bank	5,759,889
Federal Home Loan Bank	9,463,861
Subtotal U.S. Government Sponsored Entities	<u>\$32,588,827</u>

Total Investments \$141,267,592

Restricted Deposits

Investment Pool Accounts

CAMP - Water Connection Reserves	\$10,882,109
LAIF - Self Insurance Fund Reserves	5,979,918
Subtotal Investment Pool Accounts	<u>\$16,862,027</u>

Debt Service

2008B Debt Service Accounts	\$2,563,310
2010A Debt Service Accounts	3
2017A Debt Service Accounts	684
Subtotal Debt Service	<u>\$2,563,997</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2018

Restricted Deposits Continued

CCRA Deposits Held by Member Agencies

City of Chino	\$10,308,549
Cucamonga Valley Water District	4,678,426
City of Fontana	6,334,771
City of Montclair	2,275,853
City of Ontario	14,733,781
City of Chino Hills	6,524,281
City of Upland	1,948,421
Subtotal CCRA Deposits Held by Member Agencies	\$46,804,082

CalPERS

CERBT Account (OPEB)	\$14,249,085
Subtotal CalPERS Accounts	\$14,249,085

Escrow Deposits

Kemp Brothers Construction	\$871,046
Genesis Construction	49,273
Subtotal Escrow Deposits	\$920,319

<i>Total Restricted Deposits</i>	\$81,399,510
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<i>Total Cash, Investments, and Restricted Deposits as of June 30, 2018</i>	\$222,953,603
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Total Cash, Investments, and Restricted Deposits as of 6/30/18	\$222,953,603
Less: Total Cash, Investments, and Restricted Deposits as of 5/31/18	226,832,120
<i>Total Monthly Increase (Decrease)</i>	<i>(\$3,878,517)</i>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2018

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	%	%	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
Cash, Bank Deposits, and Bank Investment Accounts												
Citizens Business Bank (CBB)												
Demand Account*					\$28,877	\$28,877	N/A	\$28,877		N/A	N/A	\$28,877
Payroll Checking					0	0	N/A	0		N/A	N/A	0
Workers' Compensation Account					29,781	29,781	N/A	29,781		N/A	N/A	29,781
Subtotal CBB Accounts					\$58,658	\$58,658		\$58,658				\$58,658
US Bank (USB)												
Custodial Money Market (Investment Mgmt.)					\$174,445	\$174,445	N/A	\$174,445	0.20%		N/A	\$174,445
Custodial Money Market (Debt Service)					51,148	51,148	N/A	51,148	1.40%		N/A	51,148
Subtotal USB Account					\$225,593	\$225,593		\$225,593	0.47%			\$225,593
Petty Cash					\$2,250	\$2,250	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts					\$286,501	\$286,501		\$286,501				\$286,501
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>												
Investments												
CBB Daily Repurchase (Sweep) Accounts												
Fannie Mae Bond					\$2,606,431	\$2,606,431	N/A	\$2,606,431	0.90%		N/A	\$2,606,431
Subtotal CBB Repurchase Accounts					\$2,606,431	\$2,606,431		\$2,606,431	0.90%			\$2,606,431
LAIF Accounts												
Non-Restricted Funds					\$22,527,517	\$22,527,517	N/A	\$22,527,517	1.854%		N/A	\$22,527,517
Subtotal LAIF Accounts					\$22,527,517	\$22,527,517		\$22,527,517	1.854%			\$22,527,517
CAMP Accounts												
Non-Restricted Funds					\$35,497,959	\$35,497,959	N/A	\$35,497,959	2.05%		N/A	\$35,497,959
Subtotal CAMP Accounts					\$35,497,959	\$35,497,959		\$35,497,959	2.05%			\$35,497,959
Brokered Certificates of Deposit (CDs)												
American Express Credit	N/R	N/R			\$240,000	\$240,000	1097	\$240,000	1.70%	1.70%	07/16/18	\$239,956
American Express Credit	N/R	N/R			240,000	240,000	1097	240,000	1.70%	1.70%	07/16/18	239,955
Ally Bank	N/R	N/R			243,000	243,000	722	243,000	1.45%	1.45%	03/11/19	241,653
Wells Fargo Bank	N/R	N/R			242,000	242,000	729	242,000	1.55%	1.55%	03/15/19	240,803
Bank of Nova Scotia Houston	N/R	N/R			1,410,000	1,409,464	730	1,409,482	3.08%	3.10%	06/05/20	1,417,824
Synchrony Bank	N/R	N/R			240,000	240,000	1827	240,000	2.25%	2.25%	10/02/20	236,752
Royal Bank of Canada NY	N/R	N/R			815,000	815,000	1095	815,000	3.24%	3.24%	06/07/21	820,736
Subtotal Brokered CDs					\$3,430,000	\$3,429,464		\$3,429,482	2.65%			\$3,437,679

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2018

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	%	%	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<u>Investments (continued)</u>												
US Treasury Note												
US Treasury Note	AA+	Aaa			\$1,950,000	\$1,940,250	808	\$1,945,993	1.125%	1.35%	05/31/19	\$1,928,519
US Treasury Note	AA+	Aaa			3,000,000	2,937,305	819	2,942,905	1.500%	2.46%	07/15/20	2,937,891
US Treasury Note	AA+	Aaa			2,225,000	2,201,012	1019	2,202,740	2.125%	2.53%	01/31/21	2,198,491
US Treasury Note	AA+	Aaa			2,850,000	2,715,627	1153	2,722,197	1.125%	2.69%	06/30/21	2,726,872
US Treasury Note	AA+	Aaa			2,615,000	2,588,543	1201	2,590,176	2.250%	2.57%	07/31/21	2,585,377
US Treasury Note	AA+	Aaa			2,555,000	2,480,346	1323	2,484,434	1.750%	2.60%	11/30/21	2,479,548
US Treasury Note	AA+	Aaa			2,500,000	2,418,750	1436	2,422,362	1.875%	2.75%	03/31/22	2,428,223
US Treasury Note	AA+	Aaa			2,550,000	2,476,090	1474	2,479,671	1.875%	2.64%	04/30/22	2,474,398
US Treasury Note	AA+	Aaa			2,065,000	1,980,706	1530	1,981,974	1.750%	2.76%	09/30/22	1,986,191
US Treasury Note	AA+	Aaa			1,600,000	1,546,625	1641	1,548,397	2.000%	2.80%	10/31/22	1,553,563
US Treasury Note	AA+	Aaa			1,260,000	1,191,980	1778	1,194,665	1.500%	2.69%	02/28/23	1,192,817
Subtotal US Treasuries					\$25,170,000	\$24,477,234		\$24,515,514		2.537%		\$24,491,890
U.S. Government Sponsored Entities												
Federal Farm Credit Bank	AA+	Aaa			3,000,000	3,000,000	1,079	3,000,000	1.15%	1.15%	02/22/19	2,977,797
Federal Farm Credit Bank	AA+	Aaa			760,000	759,701	720	759,889	1.40%	1.42%	03/27/19	755,052
Federal Home Loan Bank	AA+	Aaa			2,000,000	1,997,600	801	1,999,019	1.38%	1.43%	05/24/19	1,982,318
Federal Farm Credit Bank	AA+	Aaa			2,000,000	2,000,000	1,460	2,000,000	1.52%	1.52%	06/24/19	1,982,814
Freddie Mac Bond	AA+	Aaa			1,500,000	1,500,000	1,080	1,500,000	1.15%	1.15%	07/26/19	1,479,705
Fannie Mae Step Bond	AA+	Aaa			1,500,000	1,500,000	1,080	1,500,000	1.25%	1.33%	07/26/19	1,487,424
Fannie Mae Bond	AA+	Aaa			900,000	899,460	1,153	899,460	1.25%	1.27%	08/23/19	888,014
Fannie Mae Bond	AA+	Aaa			1,350,000	1,350,000	1,157	1,350,000	1.25%	1.25%	08/26/19	1,331,863
Freddie Mac Bond	AA+	Aaa			3,000,000	2,972,928	1,359	2,990,729	1.25%	1.50%	10/02/19	2,954,418
Federal Home Loan Bank	AA+	Aaa			5,000,000	4,965,250	657	4,968,778	2.13%	2.52%	02/11/20	4,969,460
Federal Home Loan Bank	AA+	Aaa			2,500,000	2,495,600	712	2,496,064	2.38%	2.47%	03/30/20	2,492,385
Freddie Mac Bond	AA+	Aaa			2,500,000	2,485,350	1,036	2,486,404	2.38%	2.59%	02/16/21	2,480,845
Freddie Mac Bond	AA+	Aaa			2,550,000	2,527,994	1,028	2,529,408	2.38%	2.70%	02/16/21	2,530,462
Fannie Mae Bond	AA+	Aaa			2,510,000	2,502,671	1,092	2,503,160	2.50%	2.60%	04/13/21	2,496,717
Fannie Mae Bond	AA+	Aaa			1,655,000	1,603,678	1,632	1,605,916	2.00%	2.74%	10/05/22	1,601,606
Subtotal U.S. Gov't Sponsored Entities					\$32,725,000	\$32,560,232		\$32,588,827		1.98%		\$32,410,880
(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)												
<u>Commercial Paper</u>												
JP Morgan Securities	A-1	P-1			\$1,000,000	\$987,866	182	\$991,000		2.43%	11/13/18	\$990,867
Subtotal Commercial Paper					\$1,000,000	\$987,866		\$991,000		2.43%		\$990,867
<u>Municipal Bonds</u>												
San Diego Redevelopment Agency	AA	N/R			\$1,000,000	\$996,800	934	\$998,523	1.625%	1.75%	09/01/19	\$989,520
Subtotal State and Local Municipal Bonds					\$1,000,000	\$996,800		\$998,523		1.75%		\$989,520

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2018

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Value			Date	Value

Investments (continued)

Medium Term Notes

Johnson & Johnson	AAA	Aaa			\$1,660,000	\$1,682,808	1,044	\$1,663,461	1.65%	1.16%	12/05/18	\$1,654,341
Microsoft	AAA	Aaa			2,050,000	2,076,691	1,045	2,054,073	1.625%	1.16%	12/06/18	2,044,529
Exxon Mobil	AA+	Aaa			1,000,000	1,005,750	763	1,001,849	1.708%	1.43%	03/01/19	994,963
Exxon Mobil	AA+	Aaa			1,500,000	1,506,285	712	1,506,285	1.819%	1.60%	03/15/19	1,492,444
Wells Fargo Bank	A+	Aa2			1,500,000	1,511,655	1,061	1,503,601	1.75%	1.48%	05/24/19	1,486,562
UPS of America Inc	A+	A1			725,000	802,046	714	794,214	8.38%	2.75%	04/01/20	790,895
Hershey Company	A	A1			335,000	334,769	1,123	334,780	3.10%	3.12%	05/15/21	335,376
American Honda Finance	A+	A2			800,000	767,016	1,181	769,004	1.65%	3.00%	07/12/21	765,454
Boeing Co	A	A2			680,000	805,678	1,215	798,365	8.75%	2.88%	08/15/21	792,772
Toyota Motor	AA-	Aa3			1,000,000	978,790	1,364	979,772	2.60%	3.21%	01/11/22	979,515
Bank of NY Mellon	A	A1			1,400,000	1,371,048	1,391	1,372,529	2.60%	3.18%	02/07/22	1,371,201
American Express	A-	A2			800,000	785,488	1,415	786,214	2.70%	3.20%	03/03/22	781,034
Walt Disney Company	A+	A2			815,000	798,692	1,416	799,508	2.45%	3.00%	03/04/22	791,263
Visa Inc	A+	A1			825,000	795,407	1,611	796,693	2.15%	3.03%	09/15/22	790,781
Bank of America	A-	A3			800,000	769,264	1,647	770,555	2.50%	3.43%	10/21/22	766,278
Oracle Corp	AA-	A1			1,420,000	1,389,001	1,764	1,390,276	2.63%	3.11%	02/15/23	1,375,342
Burlington North Santa Fe Corp	A+	A3			800,000	790,800	1,792	791,160	3.00%	3.26%	03/15/23	784,926
Subtotal Medium Term Notes					\$18,110,000	\$18,171,188		\$18,112,339		2.35%		\$17,997,676
Total Investments					\$142,066,907	\$141,254,692		\$141,267,592				\$140,950,419

(Source of Investment Amortized Cost: PFM)

Restricted Deposits

Investment Pool Accounts

CAMP - Water Connection Reserves					\$10,882,109	\$10,882,109	N/A	\$10,882,109	2.05%		N/A	\$10,882,109
LAIF - Self Insurance Reserves					\$5,979,918	\$5,979,918	N/A	\$5,979,918	1.854%		N/A	\$5,979,918
Total Investment Pool Accounts					\$16,862,027	\$16,862,027		\$16,862,027	1.98%			\$16,862,027

Debt Service and Arbitrage Accounts

2008B Debt Service Accounts					\$2,563,310	\$2,563,310	N/A	\$2,563,310	1.30%			\$2,563,310
2010A Debt Service Accounts					3	3	N/A	3	0.39%			3
2017A Debt Service Accounts					684	684	N/A	684	0.25%			684
Total Debt Service Accounts					\$2,563,997	\$2,563,997		\$2,563,997	1.30%			\$2,563,997

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2018

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Value			Date	Value
Restricted Deposits (continued)												
CCRA Deposits Held by Member Agencies												
City of Chino					\$10,308,549	\$10,308,549	N/A	\$10,308,549		N/A	N/A	\$10,308,549
City of Chino Hills					6,524,281	6,524,281	N/A	6,524,281		N/A	N/A	6,524,281
Cucamonga Valley Water District					4,678,426	4,678,426	N/A	4,678,426		N/A	N/A	4,678,426
City of Fontana					6,334,771	6,334,771	N/A	6,334,771		N/A	N/A	6,334,771
City of Montclair					2,275,853	2,275,853	N/A	2,275,853		N/A	N/A	2,275,853
City of Ontario					14,733,781	14,733,781	N/A	14,733,781		N/A	N/A	14,733,781
City of Upland					1,948,421	1,948,421	N/A	1,948,421		N/A	N/A	1,948,421
<i>Subtotal CCRA Deposits Held by Member Agencies</i>					<u>\$46,804,082</u>	<u>\$46,804,082</u>		<u>\$46,804,082</u>				<u>\$46,804,082</u>
<i>Reported total as of May 2018 except Chino & Ontario, less capital call receipts through June 30, 2018</i>												
CalPERS Deposits												
CERBT Account (OPEB)					<u>\$13,000,000</u>	<u>\$13,000,000</u>	N/A	<u>\$14,249,085</u>		N/A	N/A	<u>\$14,249,085</u>
Subtotal CalPERS Deposits					<u>\$13,000,000</u>	<u>\$13,000,000</u>		<u>\$14,249,085</u>				<u>\$14,249,085</u>
<i>As of March 31st, the 1 year net return is 5.68%</i>												
Escrow Deposits												
Kemp Brothers Construction Escrow					\$871,046	\$871,046	N/A	\$871,046		N/A	N/A	\$871,046
Genesis Construction Escrow					49,273	49,273	N/A	49,273		N/A	N/A	49,273
Subtotal Escrow Deposits					<u>\$920,319</u>	<u>\$920,319</u>		<u>\$920,319</u>				<u>\$920,319</u>
Total Restricted Deposits					<u>\$80,150,425</u>	<u>\$80,150,425</u>		<u>\$81,399,510</u>				<u>\$81,399,510</u>
Total Cash, Investments, and Restricted Deposits as of June 30, 2018					<u>\$222,503,833</u>	<u>\$221,691,618</u>		<u>\$222,953,603</u>				<u>\$222,636,430</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2018

June Purchases

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield to Maturity
1	06/06/18	Purchased	US Treasury Notes	UST	\$2,065,000	1.75%
2	06/07/18	Purchased	Bank of Nova Scotia Houston	CD	1,410,000	3.08%
3	06/08/18	Purchased	Royal Bank of Canada	CD	815,000	3.24%
Total Purchases					\$ 4,290,000	

June Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Type	Par Amount Matured/Sold	Investment Yield to Maturity
1	06/06/18	Sold	Federal Home Loan Banks	GSE	\$1,000,000	1.25%
2	06/06/18	Sold	Federal Home Loan Banks	GSE	\$1,000,000	1.25%
3	06/07/18	Sold	Federal Farm Credit Bank Notes	GSE	\$1,420,000	1.40%
4	06/08/18	Sold	Federal Farm Credit Bank Notes	GSE	\$820,000	1.40%
Total Maturities, Calls & Sales					\$ 4,240,000	

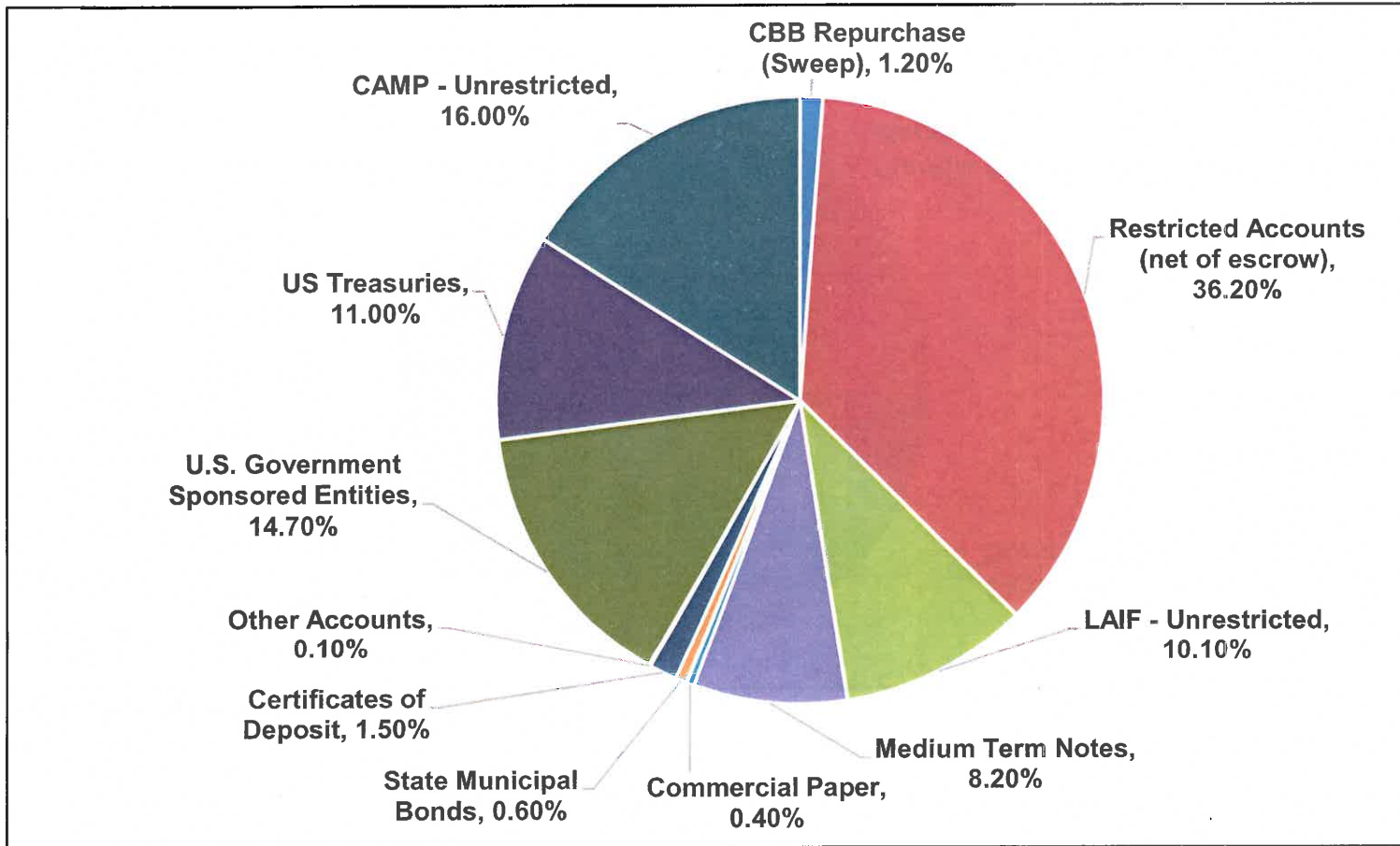
INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2018

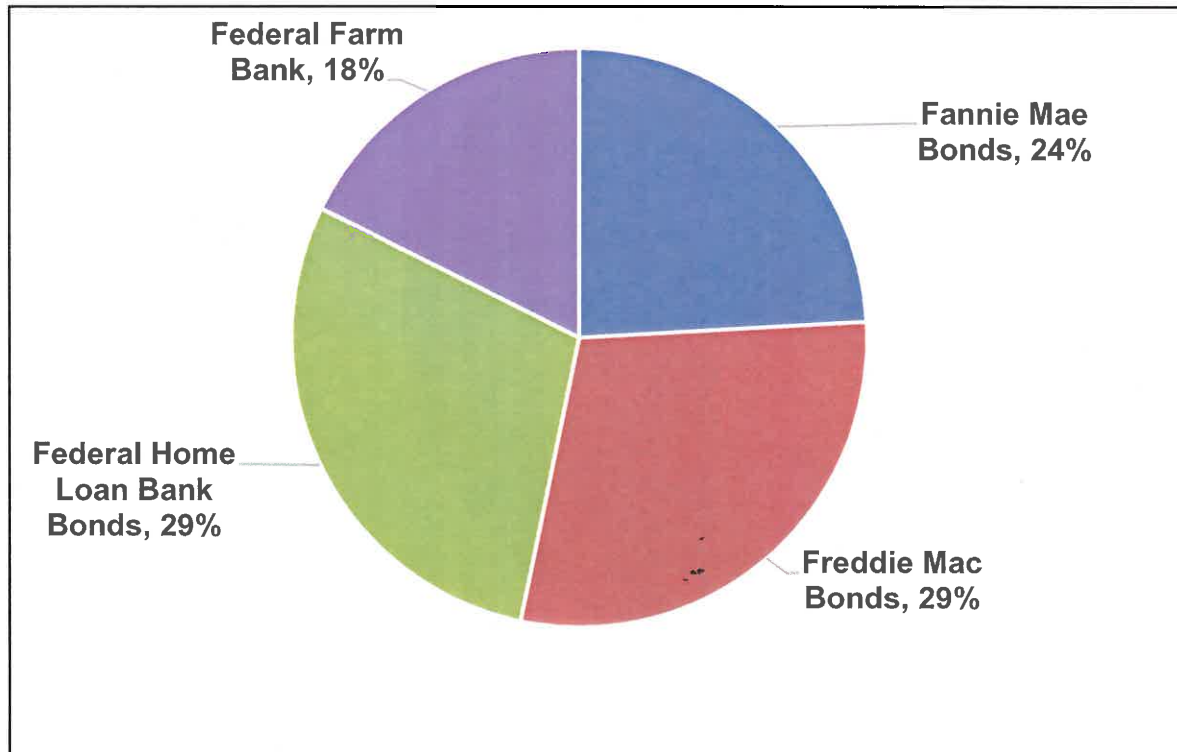
<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$2,606,431	0.900%
LAIF - Unrestricted	22,527,517	1.854%
CAMP - Unrestricted	35,497,959	2.050%
Brokered Certificates of Deposit	3,429,482	2.652%
Medium Term Notes	18,112,339	2.347%
Municipal Bonds	998,523	1.753%
Commercial Paper	991,000	2.430%
US Treasury Notes	24,515,514	2.537%
U.S. Government Sponsored Entities	32,588,827	1.976%
Total Investment Portfolio	\$141,267,592	
Investment Portfolio Rate of Return		2.118%
<u>Restricted/Transitory/Other Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
CCRA Deposits Held by Member Agencies	\$46,804,082	N/A
CalPERS OPEB (CERBT) Account	14,249,085	N/A
CAMP Restricted Water Connection Reserve	10,882,109	2.050%
LAIF Restricted Insurance Reserve	5,979,918	1.854%
US Bank - 2008B Debt Service Accounts	2,563,310	1.300%
US Bank - 2010A Debt Service Accounts	3	0.390%
US Bank - 2017A Debt Service Accounts	684	0.250%
US Bank - Pre-Investment Money Market Account	225,593	0.472%
Citizens Business Bank - Demand Account	28,877	N/A
Citizens Business Bank - Workers' Compensation Account	29,781	N/A
Other Accounts*	2,250	N/A
Escrow Account	920,319	N/A
Total Restricted/Transitory/Other Accounts	\$81,686,011	
Average Yield of Other Accounts		1.874%
Total Agency Directed Deposits	\$222,953,603	

*Petty Cash

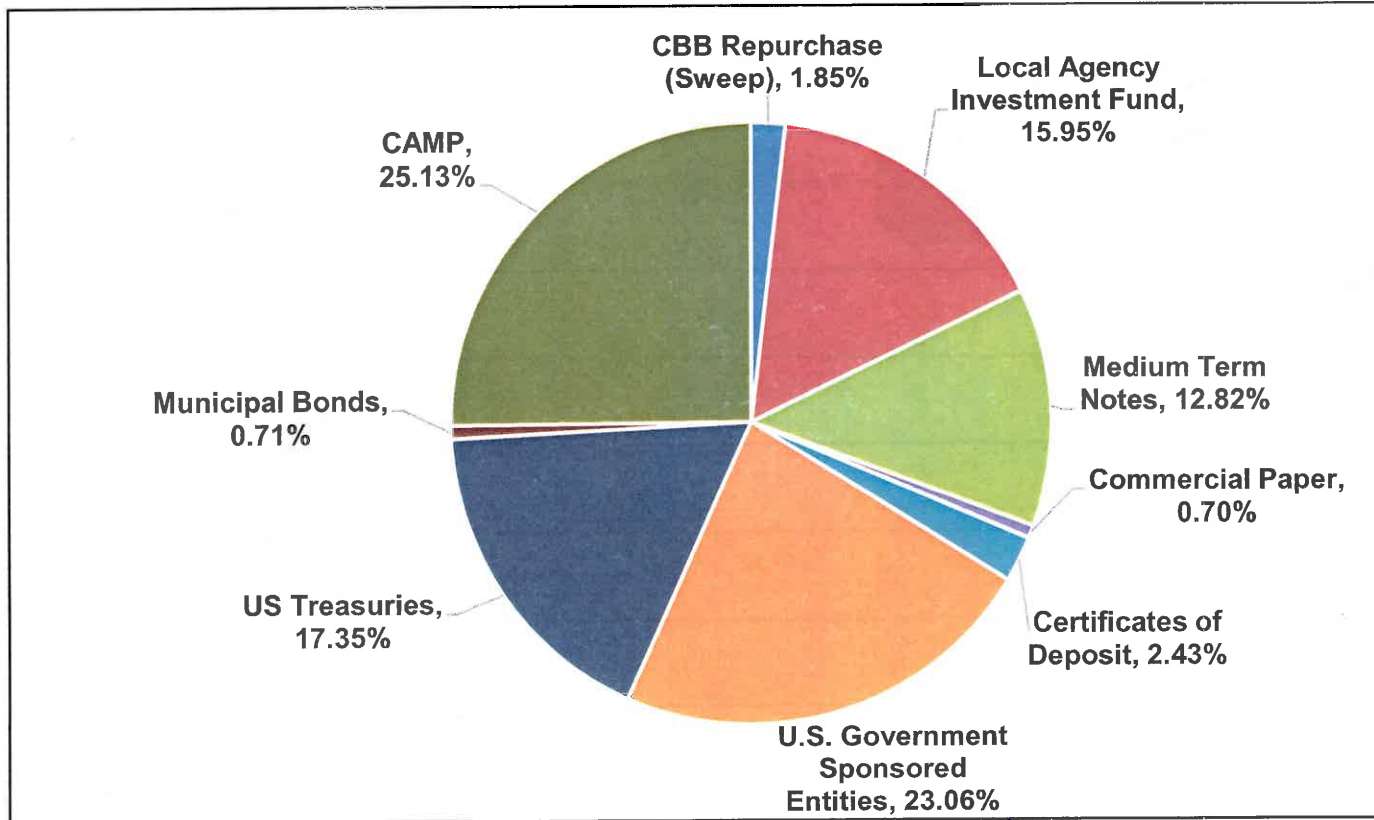
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2018
Agency Investment Portfolio (Net of Escrow Accounts)
\$222,033,284



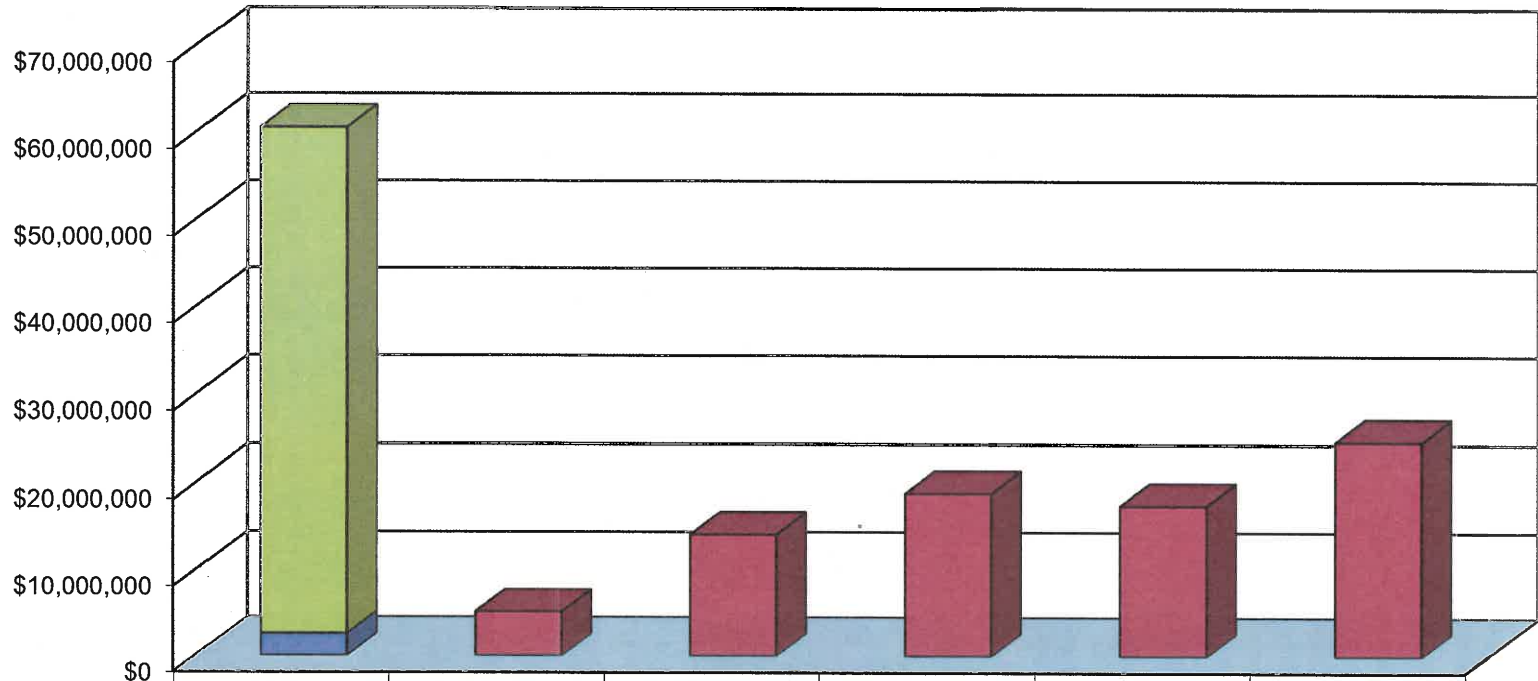
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2018
U.S. Government Sponsored Entities Portfolio
\$32,588,827



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2018
Unrestricted Agency Investment Portfolio
\$141,267,592

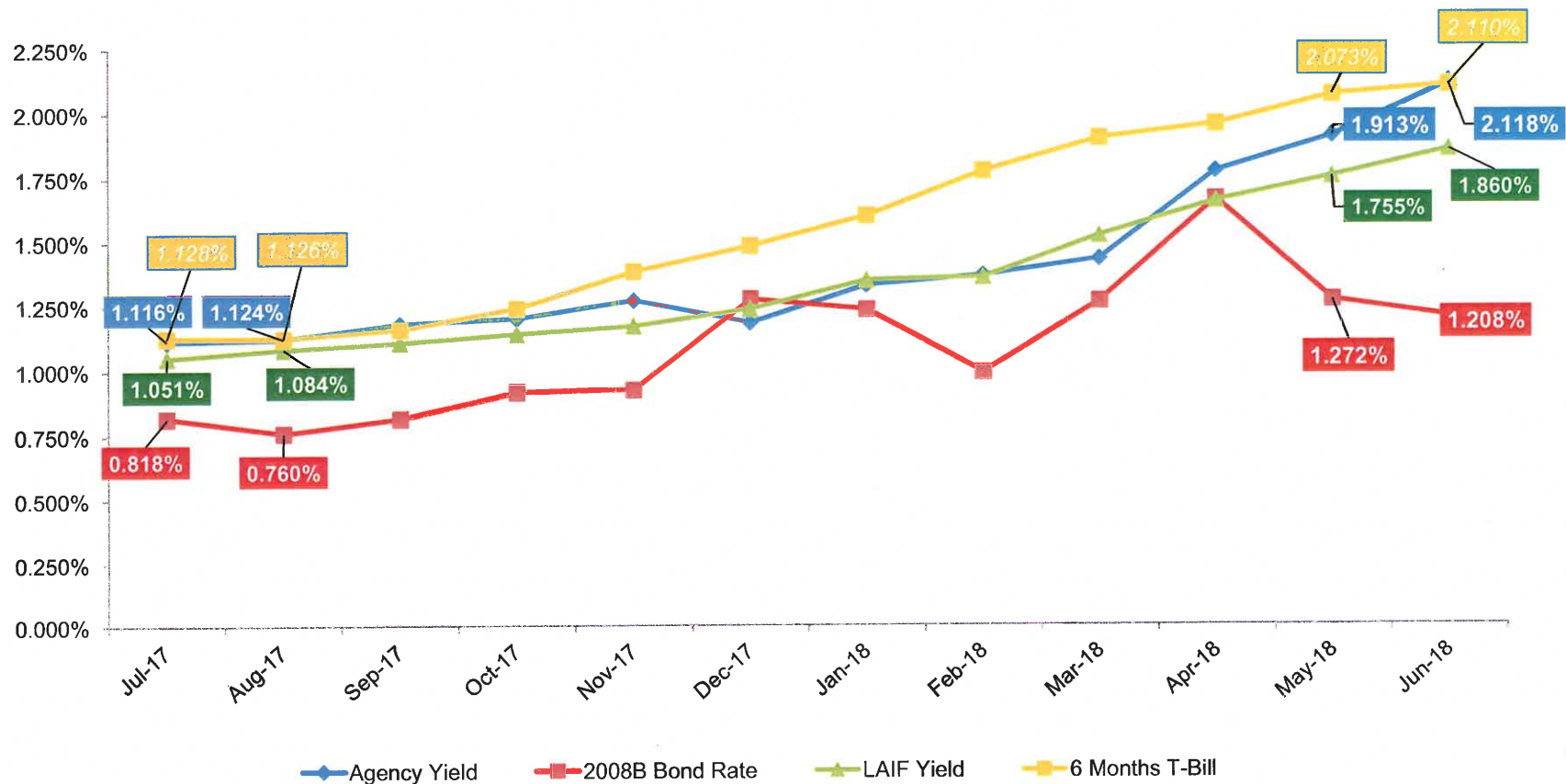


Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2018
Agency Investment Portfolio Maturity Distribution (Unrestricted)
\$141,267,592



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	2 to 3 Years	Over 3 Yrs
■ LAIF+CalTrust+CAMP	\$58,025,476					
■ CBB Repurchase (Sweep)	\$2,606,431					
■ GSE+CD+MTN+MUNI	\$0	5,188,534	14,201,636	18,907,250	17,545,598	24,792,667
□ Percent	42.9%	3.7%	10.0%	13.4%	12.4%	17.6%

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 For the Month Ended June 30, 2018
 Agency Investment Portfolio Yield Comparison



**INFORMATION
ITEM**

6F



Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

HHR

Committee: Community & Legislative Affairs

08/08/18

Executive Contact: Kathy Besser, Executive Manager of Ext. Aff. & Policy Dev./AGM

Subject: Public Outreach and Communication

Executive Summary:

This is an informational item that provides highlights of the External Affairs team's monthly outreach, education and communication programs and updates.

- August 10 is the San Bernardino County Water Conference at the DoubleTree Hotel, 222 N. Vineyard Ave., Ontario, 91764, from 9:00 a.m. – 1:00 p.m.

Halla Razak and Kathy Besser will both be serving on panels at the San Bernardino County Water Conference.

- August 15 is the IEUA Employee Recognition Picnic at IEUA (behind Building A), from 11:30 a.m. – 3:00 p.m.

Staff has created a Chino Creek Wetlands and Educational Park Instagram page that will feature park information, events, programs, and habitat.

Staff is creating a geocache for the Chino Creek Wetlands and Educational Park.

Staff is developing a self-guided tour brochure for the Chino Creek Wetlands and Educational Park, which will coincide with QR codes and park signage.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

N/A

Environmental Determination:

Not Applicable

Business Goal:

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

IEUA is committed to enhancing and promoting environmental sustainability and the preservation of the region's heritage.

Attachments:

Attachment 1 - Background

Background

Subject: Public Outreach and Communication

August

- August 1, Blood Drive, IEUA HQB Event Room, 8:00 a.m. – 1:00 p.m.
- August 10, San Bernardino County Water Conference, DoubleTree Hotel, 222 N. Vineyard Ave., Ontario, 91764, 9:00 a.m. – 1:00 p.m.
- August 15, IEUA Employee Recognition Picnic, IEUA (behind Building A), 11:30 a.m. – 3:00 p.m.

October

- October 20, Landscape & Water Conservation Festival, Chino Basin Water Conservation District, 4594 San Bernardino Street, Montclair, 9:00 a.m. – 2:00 p.m.
- October 30, Blood Drive, IEUA HQB Event Room, 8:00 a.m. – 1:00 p.m.

Media and Outreach

- Staff is working with member agencies to develop messages and outreach focused on specialized topics and water-related issues.
- A Chino Jr. Fair ad ran in the *Chino Champion* on July 7.
- A Back to School ad ran in the *Chino Champion* on July 21.
- External Affairs staff is working with Agency department leads to update the Agency's external website.
- Staff promoted July as Smart Irrigation Month through a free hose nozzle giveaway to those within our service area (limit two per household, while supplies last).
- Staff is working with the Facilities and Lab Departments on developing educational signage throughout the newly built lab building.
- July: 25 posts were published to the IEUA Facebook page, 12 Instagram posts and 25 tweets were sent on the @IEUAWater Twitter handle.
 - The top three Facebook posts, based on reach and engagement, in the month of July were:
 - 7/10: Hose Nozzle Giveaway
 - 7/18: #SmartIrrigationMonth tip
 - 7/11: Smart Irrigation Month video
 - The top three tweets, based on reach and engagement, in the month of July were:
 - 7/1: July is #SmartIrrigationMonth
 - 7/10: Hose Nozzle Giveaway
 - 7/11: Smart Irrigation Month video
 - The top three Instagram posts, based on reach and engagement, in the month of July were:
 - 7/19: #ThursdayThoughts
 - 7/10: Hose Nozzle Giveaway
 - 7/11: Smart Irrigation Month video
- Staff has created a Chino Creek Wetlands and Educational Park Instagram page that will feature park information, events, programs, and habitat.
- Staff is creating a geocache for the Chino Creek Wetlands and Educational Park.

Education and Outreach Updates

- Staff will begin program outreach for the new school year this month. Principal meetings will be scheduled in addition to digital and postal outreach methods.
- Staff is developing a self-guided tour brochure for the Chino Creek Wetlands and Educational Park, which will coincide with QR codes and park signage.

**INFORMATION
ITEM**

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MEMORANDUM

To: Halla Razak and Kathy Besser

From: Letitia White, Jean Denton, Shavenor Winters, Drew Tatum

Date: July 27, 2018

Re: July Monthly Legislative Update

Appropriations Move Forward

The House has now passed six of its 12 fiscal year 2019 appropriations bills, with a 217-199 vote July 19 on a two-bill minibus package (H.R. 6147) that included the Financial Services and Interior-Environment measures. Fifteen Republicans joined all Democrats present in opposing the package. The measure would provide \$35.3 billion for Interior-Environment and \$23.4 billion for Financial Services. The bill included provisions that would roll back Obama-era climate policies, including a repeal of the “waters of the United States” regulation, which led Democrats to uniformly oppose the spending bill.

The White House offered a mixed review in a Statement of Administration Policy, stopping short of threatening to veto the legislation. The White House criticizing the fact that the measure did not meet all the goals of the President’s Budget by failing to eliminate funds for the National Endowment for the Arts, National Endowment for the Humanities and the Woodrow Wilson International Center for Scholars. The administration praised some measures in the bill, including a \$585 million savings account in the Financial Services bill, which is a means of avoiding spending all the funds allocated to the bill.

The Senate began considering the House-passed package during the week of July 23, removing the House-passed language, and insert its own Financial Services, Interior-Environment, Agriculture-FDA and Transportation-HUD funding bills to create a four-bill minibus. Consideration is expected to be completed during the week of July 30th.

Once the Senate completes consideration of the legislation, the House and Senate will have each passed the following five FY19 appropriations bills: Energy and Water Development; Military Construction and Veterans Affairs; Legislative Branch; Interior; and Financial Services and General Government. As you will recall, the House and Senate are currently working to conference the first three of those appropriations bills that passed both chambers as a minibus

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appropriations package. A table of the priority programs from the Energy and Water Development Appropriations bill is included below. The House and Senate Appropriations Committees have now agreed to the topline 302(b) subcommittee allocations for that minibus package, and committee staff are planning to work through the August recess to finalize the conference report so it can be brought to the floor of the House and Senate in September. Priority programs within the FY19 Energy and Water Appropriations bill:

Program	FY18 Enacted	FY19 PB Request	FY19 House Recommendation	FY19 Senate Recommendation
WaterSMART Program:				
WaterSMART Grants	\$34 million	\$10 million	\$34 million	\$34 million
Cooperative Watershed Management	\$2.25 million	\$0.25 million	\$2.25 million	\$2.25 million
Water Conservation Field Services Program	\$4.179 million	\$1.75 million	\$4.179 million	\$4.179 million
Basin Studies	\$5.2 million	\$2.0 million	\$5.2 million	\$5.2 million
Title XVI - Water Recycle and Reuse Program	\$54.406 million	\$3.0 million	\$65 million **	\$54.406 million **
Resilient Infrastructure				
Drought Response		\$2.901		
**\$20 million is for water recycling and reuse projects authorized in the WIIN Act.				

While the House has passed the Defense Appropriations bill and the Senate is expected to pass the four-bill minibus that includes Agriculture and Transportation-HUD, the alternate chamber has not yet passed those measures, meaning Congress will not officially be able to begin conference negotiations. However, the House and Senate have already began conversations on how to fund the government beyond September 30, 2018 when the current fiscal year ends.

Both the House and Senate Appropriations Committees have advanced all twelve FY19 appropriations bills out of their respective Committees. A table with the status of the 12 annual spending bills is included below:

Spending Bill	Approved by the House Appropriations Committee	Approved by Senate Appropriations Committee	Passed Full House	Passed Full Senate	Became Law
Agriculture	5/16	5/24	n/a	n/a	n/a

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CJS	5/17	6/14	n/a	n/a	n/a
Defense	6/13	6/28	6/28	n/a	n/a
Energy and Water	5/16	5/24	6/8	6/25	n/a
Financial Services	6/13	6/21	7/19	n/a	n/a
Homeland Security	7/25	6/21	n/a	n/a	n/a
Interior	6/6	6/14	7/19	n/a	n/a
Labor/HHS	7/11	6/28	n/a	n/a	n/a
Legislative Branch	5/8	6/14	6/8	6/25	n/a
MilCon/VA	5/8	6/8	6/7	6/25	n/a
State-Foreign Ops	6/20	6/21	n/a	n/a	n/a
Transportation-HUD	5/23	6/7	n/a	n/a	n/a

Senate to Revise Scope of Water Authorization Bill Before Floor Vote

Senate Environment and Public Works Committee Chairman John Barrasso (R-WY) acknowledged that the America's Water Infrastructure Act of 2018 (S. 2800), as written cannot move forward after an analysis from the Congressional Budget Office (CBO) found it would boost the deficit by more than \$3 billion over the next decade. This legislation was previously referred to as the Water Resources Development Act. Sen. Barrasso said the scope of the bill, S. 2800, would be reined in before it heads to the Senate floor, which he is hopeful could happen when the Senate returns from its one-week August recess.

The bill won approval from the Environment and Public Works Committee on Tuesday, May 22, but the recent CBO score has forced committee leaders to reexamine authorization levels. The main source of this deficit spending in the current bill is a section that would dramatically expand a program at the Environmental Protection Agency that subsidizes loans for large water infrastructure projects under the Water Infrastructure Finance and Innovation Act (WIFIA). The provision would establish an innovative financing for state loan funds program authorized at \$100 million in FY19 and FY20 and expresses the “sense of Congress” that the program should be authorized at \$5 billion in future fiscal years. Sen. Barrasso has stated that this section would be targeted to get the budget score for the water resources legislation down to a reasonable level.

If the Committee reduces the authorization level for the innovative financing for state loan funds program, it would not impact the authorization levels for the existing state loan revolving funds. The Senate has not yet scheduled a time to bring the bill up on the floor. The House’s version of the water resource bill, H.R. 8, is much more narrow in scope than the Senate’s. It cleared the House on Wednesday, June 6 on a 408-2 vote.

House to Consider Water Infrastructure Transfers

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The House passed H.R. 3281, Water Infrastructure Transfers during on Wednesday, July 18. Under the legislation, the Bureau of Reclamation could transfer ownership of its water facilities to nonfederal entities. The Bureau of Reclamation owns 492 dams and 1,901 facilities, according to the House Natural Resources Committee. Under current law, it can contract out operation and maintenance to nonfederal entities such as water districts but cannot transfer ownership without an act of Congress.

The bill, now headed to the Senate, would authorize the Bureau to transfer ownership to other entities administratively and provide Congress a window to disapprove of the transfer. Congress has authorized 30 transfers over the past two decades. According to the Congressional Budget Office, an additional 15 nonfederal entities are currently pursuing transfers.

“Transferring these low hanging fruit facilities is often a win-win allowing water districts to leverage nonfederal financing through ownership equity while also decreasing federal liability,” said the bill’s sponsor, Rep. Doug Lamborn (R-CO), in a news release.

If enacted into law, facilities could be transferred to state agencies, water associations, tribes or tribal utilities, and other entities that hold a contract with the facility and could continue managing it in accordance with reclamation law. If the entity operating a facility is eligible, it would have the right of first refusal to take ownership. Facilities that generate hydropower for the power marketing administrations could not be transferred.

According to the House Natural Resources Committee, the bill would reduce the federal backlog of infrastructure repairs and upgrades by allowing local entities to finance projects themselves instead of waiting for federal appropriations.

The Interior Department would have to establish facility eligibility criteria within one year of the bill’s enactment.

The nonfederal entity would have to agree to accept the property, maintain its current use, and pay the federal government the equivalent of the present value of any repayment obligation or other income stream. The transfer couldn’t increase power rates or repayment obligations. The Interior Department would have to notify Congress 90 days before making a transfer and could only make the transfer if Congress didn’t pass a joint resolution to disapprove it. The Interior Department would have to include a description of actions taken to implement the bill and a list of transfers as part of its annual budget request.

Federal interests in facilities’ water rights would have to be conveyed via written agreements. Agreement negotiations would have to involve water or power customers that would be affected by the transfer.

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Once transferred, the federal government would only be liable for damages resulting from acts of negligence it committed prior to the transfer. Conveyed properties would no longer receive benefits, including project power, that are available to other Bureau of Reclamation projects. The legislation mirrors a proposal the Interior Department provided to Congress, according to a news release from the House Natural Resources Committee. President Donald Trump's infrastructure plan also included a title transfer proposal.

Court Pick Likely to Receive Late August / Early September Hearing

With President's Trump's announcement of a Supreme Court Justice nominee on Monday, July 9, attention remains focused on the confirmation process in the Senate. Senate Majority Whip John Cornyn (R-TX) said he hopes President Trump's nominee will get a hearing before the Senate Judiciary Committee in late August or early September.

With the Senate cancelling much of its traditional August state work period, the Senate will likely be in session for much of the month, meaning it could be in session at the end of the month for confirmation hearings. Much of the timing will be impacted by how quickly a nominee returns paperwork to the committee after his or her nomination.

The White House has confirmed that former Senator John Kyle (R-AZ) will serve as the Sherpa for President Trump's nominee to the Supreme Court. He represented Arizona in the Senate from 1995 to 2013, serving on the Judiciary Committee during confirmations of four of the last five justices to serve on the court.

Supreme Court nominee Brett Kavanaugh has returned a questionnaire to the Senate Judiciary Committee, bringing him closer to a scheduled confirmation hearing.

Mr. Kavanaugh returned a more than 100-page questionnaire dealing with his professional background, legal career and published writings to the Judiciary Committee. The accompanying appendices include hundreds of pages of speeches, writings and public statements that Mr. Kavanaugh has given over decades.

The judicial pick responded in the negative when asked on the forms if anyone in the President's office, the Justice Department, presidential campaign team or transition or Senate staff discussed with him "any currently pending or specific case, legal issue, or question in a manner that could reasonably be interpreted as seeking any express or implied assurances concerning your position on such case, issue, or question."

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Sen. Cory Booker (D-N.J.), a member of the Judiciary Committee, joined several other Senate Democrats who have been calling for Mr. Kavanaugh to recuse himself in cases relating to special counsel Robert Mueller's investigation. In the questionnaire and accompanying appendix, Mr. Kavanaugh also identified times when he has recused himself.

Trump Administration Seeks to Adjust Endangered Species Act

The Trump administration announced major changes it wants to make to parts of the Endangered Species Act (ESA). The Endangered Species Act was passed by Congress in 1973 and has been credited with saving the American alligator, which had been hunted to near extinction for the use of its skin in purses and other goods; the gray whale, depleted by commercial fishing in parts of the Pacific Ocean; and the bald eagle, which is flourishing again after nearly disappearing from much of the United States.

The administration intends to loosen regulations while providing the best conservation results. Among the proposed changes announced by the US Fish and Wildlife Service and National Oceanic Atmospheric Administration Fisheries would allow officials to consider potential economic impact when enforcing the ESA. An additional provision would also redefine several parts of the law that protect polar bears and other endangered species in the U.S.

The proposal was announced by both the Interior and Commerce departments- both departments are tasked with protecting endangered wildlife. If the proposal is finalized, possibly late this year, species that remain on the endangered list would still see their habitats protected, but it would become more difficult to list a new species for protection and easier to remove those now on the list.

At the same time, the Congressional Western Caucus, a group of House lawmakers has also been coordinating a strategy in support of these ESA changes. Chairman of the Natural Resources Committee, Rep. Rob Bishop (R-UT), has been supportive of five bills that would force the federal government to consider the economic impact of saving a species rather than making a decision based solely on science. Legislation that is passed by Congress and signed into law by the president is less easily undone than regulatory changes.

Environmentalists warn the suggested changes to the 45-year-old law could harm species that need protection.

U.S. Citizenship and Immigration

Immigration continues to be a focal point in both congress and the Administration.

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A bipartisan provision to give undocumented immigrants brought to the U.S. as children a one-year reprieve was included in a House Homeland Security spending measure that also would fund President Donald Trump's border barrier in a move that could become Congress's substitute for a broader immigration compromise.

The House Appropriations Committee approved an amendment by Rep. Pete Aguilar (D-CA) to their FY19 Homeland Security spending bill that would bar Immigrations and Customs Enforcement from detaining or deporting undocumented immigrants under the Deferred Action for Childhood Arrivals program who retain their eligibility for the program by maintaining a clean criminal record. The provision would protect the so-called Dreamers from the threat of deportation for the fiscal year from through Sept. 30, 2019. The House bill also includes \$5 billion to fund the border wall requested by the President.

It's also a roadmap for the larger compromise between DACA supporters, who have sought permanent protections for immigrants, and Trump, who wants \$25 billion overall to pay for an extensive border wall with Mexico.

The protections for the young immigrants still must be agreed to by the full House and the Senate. The Senate's Homeland Security spending bill does not include a provision protecting those in the DACA program and only includes \$1.6 billion for a border wall and fencing. Lawmakers have previously said a final deal on contentious bills, including Homeland Security spending, may have to wait until after the midterm elections in November.

The Trump administration has taken a series of actions in recent weeks that could lead to reevaluating cases of legal immigration.

The director of the U.S. Citizenship and Immigration Services (USCIS) — an office established in 2003 to process immigrant applications for visas, work permits, green cards and citizenship is hiring dozens of lawyers and immigration officers to review cases of immigrants who are suspected of having lied to officials during the naturalization process. The office shared a memo earlier this month announcing its plan to start issuing notices to appear for a wider range of cases. USCIS says the policy changes are an effort to ensure the nation's immigration laws are faithfully executed to keep communities safe and secure.

The change is the byproduct of an investigation completed in 2016 by the Department of Homeland Security Office of Inspector General after Immigration and Customs Enforcement (ICE) discovered in 2011 that it was missing fingerprint records of immigrants who were fugitives or convicted criminals, as well as those who had deportation orders.

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While the Administration continues to reunite detained families, growing concern around these families being immediately deported caused a federal judge on Monday, July 9 to order the US government to temporarily pause deportations of these families to allow attorneys time to debate whether the judge should permanently extend that order.

San Diego-based US District Court Judge Dana Sabraw addressed the issue at the top of a status hearing in a continuing family separations case filed by the American Civil Liberties Union. Sabraw is the federal judge who is overseeing a wide-ranging lawsuit over the US policy of separating children of undocumented immigrants from their parents.

Judge Sabraw ordered the pause to allow for a full written argument on the ACLU's request to pause deportations of parents for a week after reunification.

FAA Reauthorization Remains Grounded

Sen. John Thune (R-S.D.), Chairman of the Senate Commerce, Science and Transportation Committee, began checking with all of his fellow Republicans, through a process known as the hotline, for potential objections to a package of amendments to the Federal Aviation Administration bill (S. 1405) and had hoped Democrats would do the same.

Democrats' fear the Senate aviation bill could be used to make tax changes kept them from polling their members on a package of possible amendments, which has likely temporarily pushed back consideration of the legislation until at least mid-August. Democrats are seeking assurances on procedural changes to ensure Republicans will not use the tax sections to patch parts of the 2017 tax overhaul legislation.

Sen. Bill Nelson (D-FL), Ranking Member of the Senate Commerce, Science and Transportation Committee, said the tax title submitted as an amendment "looks clean," meaning it had no non-aviation provisions, but he said he was working with Minority Leader Chuck Schumer's (D-NY) office to decide how to proceed.

The clean tax title was included in the manager's package grouping of 46 amendments. Democrats want the tax title instead to be in the text of the underlying bill brought to the floor that the amendments would change. Sen. Thune handled controversial language on pilot flight hours in this manner and, the last time the FAA bill went to the floor, the tax title was in the substitute text.

The concern over taxes means the process to hotline and whittle down the number of potential amendments will take longer than Thune originally projected.

Members will submit new amendments and re-submit amendments that didn't make it into the initial grouping proposed to move with the bill.

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The goal would be to reduce the number of amendments that need individual votes to fewer than a dozen, said Thune. That process will take up at least next week, meaning the soonest the bill could find floor time would be the week of August 13, when the Senate returns from its truncated August recess.

Government Reshuffle

The Trump administration released a proposal in late June for a massive reorganization of the federal government that could make it easier to make cuts to key social safety net programs. However, the plan could be a tough sell in Congress.

Details on the proposed reorganization were put released by the U.S. Office of Budget and Management (OMB), which produces the president's budget and monitors agencies to ensure compliance with the president's policies. The proposal pitches sweeping changes for agencies ranging from the U.S. Postal Service to NASA. As expected, it would move the Supplemental Nutrition Assistance Program (SNAP) and the Special Supplemental Nutrition Program for Women, Infants, and Children from the U.S. Department of Agriculture (USDA) to the U.S. Department of Health and Human Services (HHS).

Senate Democrats during a hearing focused on the reorganization plan, accused an Office of Management and Budget official of withholding data from Congress that justifies the sweeping Trump administration proposal to overhaul the federal government, including merging some departments and shifting some programs for different agencies.

The consolidations would affect multiple offices at both departments. The proposed overhaul includes moving the National Marine Fisheries Service from the Commerce Department, where it currently sits, back to Interior. It would then merge with the U.S. Fish and Wildlife Service. Oversight and enforcement of the Endangered Species Act or the Marine Mammal Protection Act. The proposal also consolidates the U.S. Army Corps of Engineers civil works programs into the Transportation Department.

Both the House and Senate included in their fiscal 2019 appropriations bills provisions to block unilateral efforts to reshape the Office of Personnel Management, General Services Administration and other agencies covered in the general government spending measure. Bicameral pushback aside, with the gridlock in U.S. Congress it would be difficult to pass the sheer volume of bills required to implement the full range of reorganizations in the OMB proposal.

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Stormwater Task Force

The Environmental Protection Agency (EPA) would have to establish a task force on stormwater infrastructure funding under H.R. 3906.

Stormwater runoff can be a major source of water pollution, especially in cities with a lot of impermeable surfaces and drainage systems connected to their sewers. Many cities and towns are spending large amounts of money to comply with court orders that force them to upgrade their water infrastructure.

The task force would include federal, state, and local government officials, and representatives from private and nonprofit entities.

It would identify existing public and private sources of funding for stormwater infrastructure. Within 18 months of the bill's enactment, the EPA would have to provide Congress with a report from the task force on:

- Existing federal, state, local, and private sources of funding for stormwater infrastructure.
- How states have used stormwater funding for water treatment works.
- How sources of funding affect the affordability of infrastructure for municipalities, which would be evaluated by considering current sewer rates, stormwater fees, other revenue, and additional factors identified by the EPA in 2012 guidelines.
- Whether existing funding can support municipalities' capital expenditures and long-term operation and maintenance costs.

Infrastructure Plan Released

On Monday, July 23 Chairman Bill Shuster (R-PA) of the House Transportation and Infrastructure Committee introduced a discussion draft of an infrastructure plan that would implement a fuel tax increase in the short term while planning to eliminate fuel taxes in a decade in order to shore up the Highway Trust Fund.

Under his plan, the Highway Trust Fund solvency issue will be addressed using a fuel tax increase, including a 20 cent tax increase on diesel fuel over three years and a 3-year 15 cent increase in the gasoline tax. After 2021, fuel taxes will be adjusted to inflation until 2028. On Sept. 30, 2028, those user fees will drop to zero. Alternative fuels have similar increases, including compressed natural gas.

In addition to addressing traditional road infrastructure projects, the discussion draft includes a subtitle on water resources. The legislation would reauthorize the Water Infrastructure Finance and Innovation Act (WIFIA) program. It would also allow the Army Corps of Engineers (Corps) to enter into an agreement with the Environmental Protection Agency (EPA) to service loans for

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the Corps WIFIA program. Additionally, this section would ease administrative burdens on State Infrastructure Financing Authorities when applying for WIFIA loans and makes other improvements to the program.

Given the reality of the House's short timetable for remaining days in session prior to the lame duck session, the legislation is unlikely to gain much traction. As Chairman Shuster's term as chairman sunsets this plan serves as suggested list of guidelines and ideas for the next incoming chairman to craft what could be the next infrastructure package. Often outgoing chairman leave legislation as a 'pass down' guide.

Outlook for the Coming Month

The House is scheduled to be in recess for the month of August for the traditional district work period.

The Senate is scheduled to be in session the week of July 30 to finish consideration of the four-bill minibus appropriations package consisting of the following FY19 appropriations bills: Interior; Financial Services and General Government; Transportation, Housing and Urban Development; and Agriculture. The Senate is also expected to pass the FY19 National Defense Authorization Act Conference Report and pass a reauthorization bill for the National Flood Insurance Program before taking a week-long recess.

As the Senate's traditional August recess has been truncated to one week, the Senate is scheduled to return on Monday, August 13. While no schedule has been announced for the remainder of August, the following items could be considered during the month:

- FY19 Appropriations bills (including Defense and Labor, Health, and Human Services);
- The Water Resources Development Act (now known as the America's Water Infrastructure Act of 2018);
- Federal Aviation Administration Reauthorization; and
- Possible Committee hearings on the nomination of Brett Kavanaugh to serve as an Associate Justice of the United States Supreme Court.

**INFORMATION
ITEM**

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July 27, 2018

To: Inland Empire Utilities Agency

From: Michael Boccadoro
Beth Olhasso
Maddie Dunlap

RE: July Report

Overview:

As temperatures heat up during summer months dry conditions have plunged most of the state into mild drought conditions, but major reservoir levels continue to remain healthy.

After several years of work and public meetings, the State Water Resources Control Board (SWRCB) has announced that it intends consider whether to adopt the proposed Bay-Delta Water Quality Control Plan Update in August. If adopted, the proposal would update water quality requirements for salinity in the southern Delta and water flows in major tributaries to the San Joaquin River, including the Stanislaus, Tuolumne, and Merced Rivers. The revised plan proposes to increase the required flows to be left in the rivers, referred to as unimpaired flows, to around 40 percent from February to June.

Metropolitan Water District of Southern California has reaffirmed their commitment to fund not only their portion of California WaterFix, but will also pay the “unallocated” portion should no other user come forward with a commitment to finance.

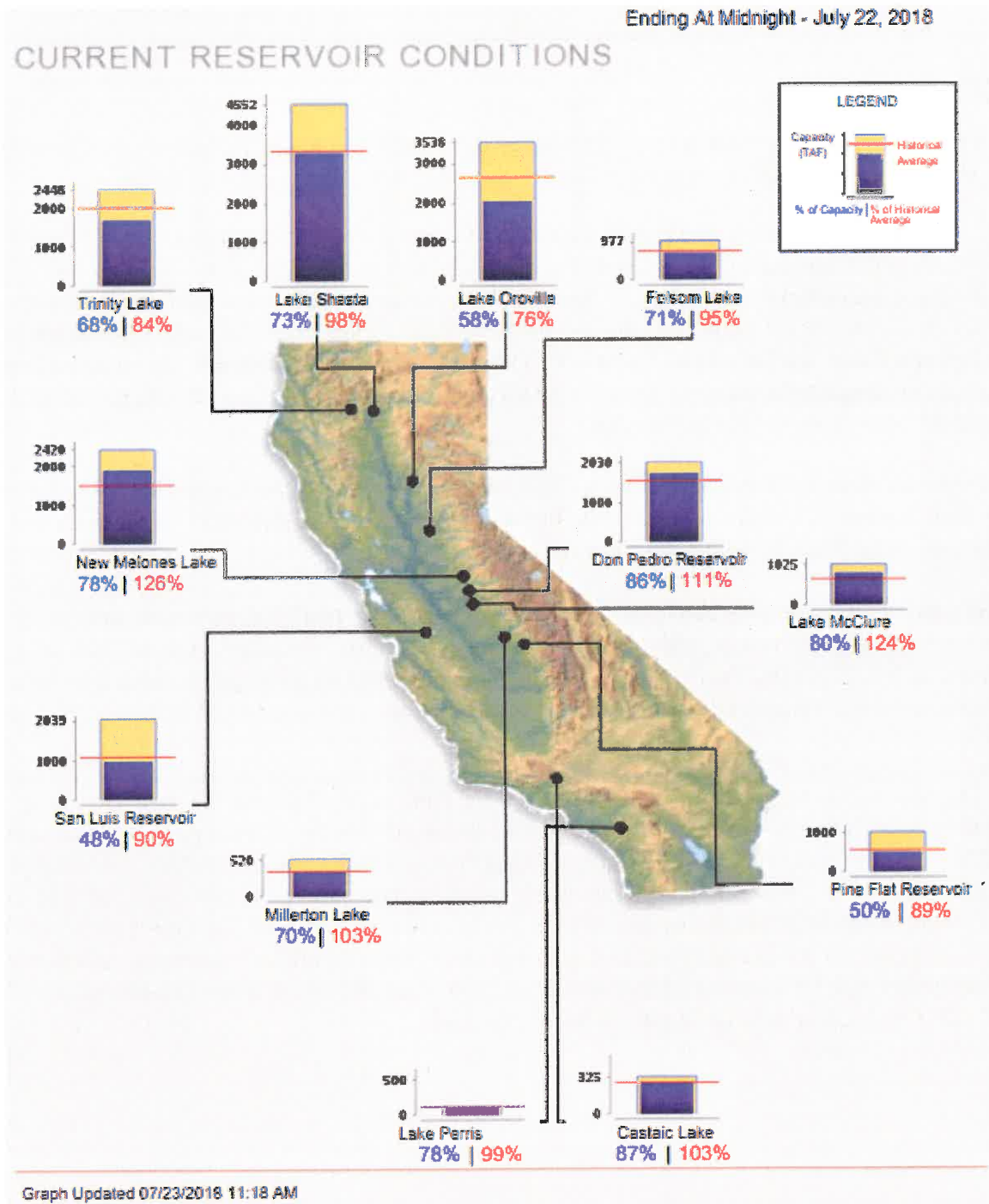
CARB announced that after analyzing all the data from 2016, that total statewide carbon emissions fell to 1990 levels, and did so a full four years before the target year of 2020 as outlined in AB 32 (2006, Pavley). As the state moves towards its 2030 goals, there will be a large focus on the transportation sector, which accounts for over 40 percent of emissions in the state.

The Legislature has been adjourned since July 6 for their yearly Summer Recess. They will return on August 6 and will have until August 31 to take action on all bills prior to concluding the 2017-2018 Legislative Session. Energy issues continue to be one of the most critical topics as legislators consider proposals on the renewable portfolio standard, a western regional grid, and appropriate utility response to the recent wildfires in wine country and Southern California. The wildfire legislation could add significantly to electricity rates of utility customers. Additionally, the legislature has yet to resolve proposals for a clean drinking water fund. The last month of the 2017-2018 legislative session is sure to be jam packed.

Inland Empire Utilities Agency Status Report – July 2018

Water Supply Conditions

As temperatures heat up during summer months, major reservoir levels have continued to remain healthy. The historically high precipitation levels from last winter continue to hold strong, supplemented by moderate rain and snowpack levels this year.



While carryover storage from last year is mitigating the impacts of a slower precipitation year, drought conditions have increased throughout the state with 85 percent of the state experiencing drought, as opposed to only 23 percent of the state experiencing drought at the same time last year.

SWRCB Released Final Draft of Phase One of Delta Water Quality Control Plan Update

After several years the State Water Resources Control Board (SWRCB) has announced that it will begin to consider whether to adopt the proposed Bay-Delta Water Quality Control Plan Update – Phase 1 in August. If adopted, the proposal would update water quality requirements for salinity in the southern Delta and water flows in major tributaries to the San Joaquin River, including the Stanislaus, Tuolumne, and Merced Rivers.

The revised plan proposes to increase the required flows to be left in the rivers, referred to as unimpaired flows, to around 40 percent from February to June. There aren't currently any unimpaired flow requirements for these rivers. Southern Delta salinity objectives would also be adjusted but have not faced controversy.

The most significant impacts of the plan are on agriculture, with a roughly 38 percent reduction in surface water supplies during critically dry years. The SWRCB's analysis shows for agricultural and municipal water users in the Central Valley, that proposal could result in an average increase in groundwater pumping of 105 thousand acre-feet per year (TAF/yr). Some parts of the region are already in overdraft situations, which will likely result in limited groundwater pumping resulting in agricultural and municipal water users having a water supply deficit.

Phase II of the Delta Water Quality Control Plan update covers the Sacramento River and its tributaries. The preliminary Phase II documents include a range of 35-75 percent unimpaired flows for Sacramento River Delta inflow, among other proposed changes. This would also constitute a significant change over current operations.

Phase III of the process will be water rights proceedings to align existing water rights permits with whatever the revised Water Quality Control Plan ends up being. This will undoubtedly be marked by years of litigation.

WaterFix and State Water Project Contracts

As widely reported, the Metropolitan Water District of Southern California (MWD) recently re-voted to support California WaterFix at the same levels previously authorized. Accusations of Brown Act violations triggered the revote. While the outcome did not change, the hearing was another opportunity for opponents to raise concerns about the price of the project and concerns about MWD picking up the "unallocated" costs of the project. Days later, the Delta Conveyance Finance Authority, led by the regional water agencies backing the tunnels project announced that it plans to apply for \$1.6 billion in federal water infrastructure loan funds administered by the US Environmental Protection Agency.

Natural Resources Secretary John Laird recently sent a letter to the Congressional Senate and House Committees on Appropriations opposing the "rider" that would exempt WaterFix from judicial review.

Also on the water conveyance topic, the Senate Natural Resources and Water Committee recently held a hearing to discuss extending the contract between DWR and the State Water Contractors. While the current agreement is not up for a number of years, DWR and the water contractors both agree that they need to extend the contract beyond 2035 so that long-term bonds can be issued. DWR Director Karla Nemeth reiterated several times that this contract extension was not an authorization of WaterFix. Instead, bonds would be issued for system improvements not related to WaterFix or Oroville Dam repair. There is a separate contract amendment process already underway to deal with WaterFix. There were not many members of the committee in attendance, but Chair Hertzberg (D-Van Nuys) had done his homework and asked some detailed questions. Ultimately, he said that the contract was very well written, but there was no action taken by the committee, as the law only requires the committee to have an informational hearing on the issue.

State Meets 2020 GHG Reduction Goal Early

Recently, the California Air Resources Board announced that the state has beaten its self-imposed goals for reducing greenhouse gas emissions. **CARB announced that after analyzing all the data from 2016, that total statewide carbon emissions fell below 1990 levels, and did so a full four years before the target year of 2020 as outlined in AB 32 (2006, Pavley).**

CARB said the reduction in emissions is the equivalent of taking 12 million cars off the road.

The state will now work towards new goals of 40 percent below 1990 levels by 2030. The 2030 goal is ambitious and will require some more drastic programs and initiatives to meet the new targets.

As illustrated in the chart, over 40 percent of emissions come from the transportation sector, a two percent increase in 2016. It is clear that the state will move towards more aggressive policies to reduce transportation-related emissions. We have already seen initiatives to regulate medium and heavy-duty vehicles in the South Coast Air District (AB 327). While that measure ultimately failed, it is reasonable to assume that measures will continue to be pursued in the Legislature, while CARB works to implement the 2030 Scoping Plan, which calls for reduced transportation emissions. There is significant funding available to help convert fleets from gasoline to electric.

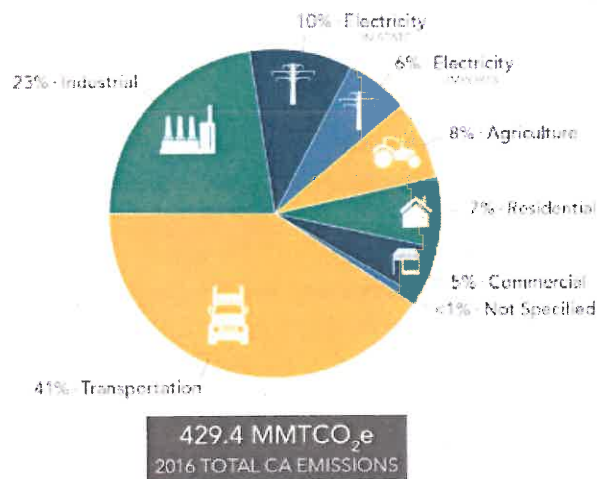


Figure 3*. 2016 GHG Emissions by Sector. This figure shows the relative size of 2016 emissions by sector. Emissions are organized by the categories in the AB 32 Scoping Plan.

Legislative Update

The Legislature adjourned for summer recess on July 6 and will return August 6 for the final four weeks of the 2017-2018 Legislative Session.

Clean Drinking Water Fund

The conversation around SB 623 (Monning) has slowed in recent weeks. After the Brown Administration released a budget trailer bill with their proposal for implementing a Safe Drinking Water Fee, the water community mobilized to oppose the proposal. The proposed language is consistent with SB 623 which would establish the Safe and Affordable Drinking Water Fund to provide operating and maintenance funds for disadvantaged communities with contaminated groundwater sources. The account would be funded by fees from all water users with an exemption for low income customers, an assessment on fertilizer, and an assessment on milk production and livestock operations. The Legislature elected not to move forward with the Administration's proposal for a Safe and Affordable Drinking Water Fund as part of the larger budget package. However, the Governor indicated that he is still supportive of the measure and would like to see something move in August.

Whether the final proposal comes in the form of a trailer bill or SB 623, a 2/3 vote would be required to pass the fee. The recall of Senator Josh Newman (D-Fullerton) over his vote for the gas tax will influence the final vote in several ways. For Democrats in fairly moderate districts, the recall shows them that they too could be vulnerable if they vote for a tax. Additionally, Newman was replaced by a Republican, who is very very unlikely to vote on any tax increase. Activity and discussion is likely to pick up after the July recess with a vote not expected until after the special election to fill the vacancy left by Senator Tony Mendoza's resignation. The runoff election features two Democrats.

AB 2050 (Caballero)

Eastern Municipal Water District and the California Municipal Utilities Association have introduced AB 2050 (Caballero, D-Salinas) as a complementary way to begin addressing drinking water challenges in disadvantaged communities. Their bill looks at how to consolidate failing water agencies under a larger umbrella to provide cost effective technical, managerial and financial support. The bill is supported by Metropolitan Water District of Southern California, the Association of California Water Agencies, the Santa Ana Watershed Project Authority and many local water agencies. The measure has passed both of its Senate policy committees and now moves to Appropriations Committee, where it will face a steep hill as the bill has been tagged with a significant price tag.

SB 998 (Dodd)

A coalition of opponents to SB 998, Senator Dodd's (D-Napa) bill regarding water shutoffs, continue to meet with the author's staff to present an initial list of amendments. Currently, the bill prohibits a water agency from shutting off water service to a residential customer, under certain conditions. Concerns among stakeholders remain on how the whole shutoff process would work including any Proposition 218 issues that would arise as other customers have to assume the cost of service to any residential property that does not pay their bill. The bill has been making its way through three different policy committees with members wanting to support access to clean drinking water for all Californians, but also understanding the Proposition 218 issues water agencies face. Negotiations look to be reaching a stalemate with the author not willing to take amendments proposed by a coalition of water interests. ACWA, CMUA and

others have all moved to a straight oppose position. The bill is in Assembly Appropriations Committee.

SB 831 (Wieckowski)

This bill looks to make it easier for accessory dwelling units to be permitted and constructed as one part of a package of bills aiming to ease California's lack of affordable housing. Many water agencies are concerned that they would not be able to charge to add a second meter, monthly or capacity charges to the accessory dwelling unit. The author seems to have agreed to amendments that would remove this provision and allow water agencies to charge the second unit.

Amendments are not in print, so final confirmation is necessary. The bill failed in the Assembly Local Government Committee. However, there is another vehicle, AB 2890 (Ting) that is similar to SB 831 that could take the concepts of SB 831 and add them to the Assembly bill. It remains unclear what will ultimately happen with this legislation.

SB 100 (deLeon): 100 Percent Clean Energy Standard

Senator Kevin de Leon's (D-Los Angeles) bill to establish a 100 percent clean energy standard by 2045 has gained renewed momentum. SB 100 also expedites the current 50 percent RPS target to December 31, 2026 (currently 2030) and adds a new 60 percent target for December 31, 2030. The bill also creates a goal for the state to meet all of its retail electric supply with a mix of RPS-eligible and zero carbon resources by 2045. The inclusion of large hydro will be a major discussion point as the bill moves forward.

The bill previously stalled in the Assembly Utilities and Energy Committee last September after committee chair, Assemblymember Chris Holden (D-Pasadena) refused to set the bill for a hearing. Recently, Senator de Leon revived the bill and it was heard in Assembly Utilities and Energy Committee in early July. While the bill passed out of the committee, there is still a very strong coalition in opposition to the bill. It is likely that the bill will move along until the end of the session where a larger package of energy bills will be negotiated and considered together as part of a broad deal between stakeholders.

Western Grid Regionalization

Another controversial energy bill, AB 813 (Holden, D-Pasadena) to establish a Western region transmission system, has also began to move again after many months of inaction. AB 813 stalled in the Senate last year but has taken some amendments in recent months, prompting recent hearings in the Senate.

The bill outlines a process for creating the bylaws and governing rules of a multistate regional transmission system organization, that would need to be reviewed and approved by the Energy Commission with consultation from the Air Resources Board (ARB) and the Public Utilities Commission (PUC). The proposed rules and documents would have to meet existing Federal Energy Regulatory Commission (FERC) requirements.

Stakeholders remain concerned with the unknown consequences of creating a regional grid. It is still unclear what the potential costs and benefits might be.

Utility Response to Catastrophic Wildfires

One of the most complicated and delicate issues this legislative session has been in response to last year's catastrophic wildfires. With a tangled web of interests including fire victims, utilities,

insurance companies, trial attorneys, labor unions, and ratepayers, the legislature has not been able to come to an agreement on how policies related to these types of natural disaster should be handled moving forward.

In the months since the fires, Cal Fire has released various investigative reports finding PG&E's transmission lines, other equipment, and less than satisfactory maintenance to be to blame for much of the damage. This has prompted PG&E to announce this month that claims will likely exceed \$2.5 billion. Some have speculated that the property damage alone could be as high as \$12 billion. PG&E's insurance would only cover up to \$840 million in damage. Damage estimates have not yet been released for the fires in the Southern California Edison (SCE) territory, but the issue of who is responsible for those costs, shareholders or ratepayers, will be a significant discussion.

The utilities have expressed significant concern and urgency to the legislature, shareholders and others over declining credit ratings and raising the possibility of bankruptcy. As such, the utilities have been lobbying the legislature to reduce wildfire liability by changing a state policy known as "inverse condemnation." Similar to eminent domain and other takings doctrine, inverse condemnation occurs when a citizen's property is taken by a government entity, or in this case the utility which has similar eminent domain powers. The utility could be required to pay damages caused by their equipment, even if they aren't proven to be negligent. Some legal professionals have speculated that even if the utilities are successful in getting this policy changed, it is unlikely to be retroactive.

The main legislative proposal right now is SB 1088 (Dodd, D-Napa). The bill claims to be a safety measure, protecting residents. However, the language of the bill currently requires the CPUC to more or less rubber stamp whatever safety plan the utility develops. Additionally, the utilities would be able to pass the increased costs of the new safety measures along to ratepayers without the current, rigorous process required at the CPUC. The bill has been controversial but continues to move through the legislative process with strong backing from utilities and their labor unions.

After several informal working groups comprised of moderate Assembly Democrats and Republicans formed to work on solutions without success, the Governor called for a Conference Committee to work on the issue. SB 901 is the Conference Committee vehicle. Time is quickly running out in the legislative session and members are feeling pressure to act before the legislature adjourns for the year. With the involvement of the Governor's office the issue could also emerge as a critical discussion before the legislature adjourns the two-year session at the end of August. The Governor's office recently released draft bill language to reduce the current strict liability standard for utilities for future fires.

**INFORMATION
ITEM**

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CALIFORNIA STRATEGIES, LLC

Date: July 25, 2018
To: Inland Empire Utilities Agency
From: John Withers, Jim Brulte
Re: July Activity Report

1. This month Senator Brulte and John Withers held their monthly meeting on July 2nd with the senior staff of the agency to discuss various District activities.
2. Regional Contract
 - The revised scope was accepted by the TAC and approved by IEUA BOD for activities through 2019
3. Proposition One Grant Application
 - Meeting held at CWC and application raised to Second Tier ranking
 - Obtained delegation letters of support
4. Chino Basin Water Bank
 - JPA is engaged
 - Board officers were selected
5. USBR Grant Award
 - Pursuing \$700K planning grant for Wineville and Jurupa Basins

**INFORMATION
ITEM**

6J

Federal Legislation of Significance

Bill Number	Sponsor	Title and/or Summary	Summary/Status
H.R. 8	Rep. Bill Shuster(R-PA)	Water Resources Development Act	<p>The bill authorizes proposed U.S. Army Corps of Engineers civil works activities and provides reforms to the Corps . WARDA authorizes locally driven, but nationally vital, investments in the Nation’s water resources infrastructure. It strengthens economic growth and competitiveness, helps move goods throughout the country and abroad, and protects our communities.</p> <p>The legislation passed the House on by a vote of 408 to 2.</p>
H.R.5895	Rep. Mike Simpson (R-ID)	Fiscal 2019 Energy and Water Development, Legislative Branch, and MilCon-VA Appropriations Minibus	<p>Provides FY2019 appropriations for U.S. Army Corps of Engineers civil works projects, the Department of the Interior's Bureau of Reclamation, the Department of Energy (DOE), and independent agencies such as the Nuclear Regulatory Commission. The legislative branch section, would provide additional funds for the Office of Compliance for training and higher caseloads. The office handles workplace protection complaints for the legislative branch. It also would block the automatic cost-of-living increase for members of Congress. The legislation would also appropriate funding for military construction and the Department of Veteran’s Affairs.</p> <p>The legislation was passed through both the House and the Senate and both chambers are conferencing together in order to reconcile discrepancies between each chambers version.</p>
H.R. 6147	Rep. Ken Calvert(R-CA)	Fiscal 2019 Interior-Environment, Financial Services Appropriations "Minibus"	<p>The legislation includes funding for the Department of the Interior, the Environmental Protection Agency (EPA), the Forest Service, the Indian Health Service, and various independent and related agencies. These funds are targeted to important investments in the nation’s natural resources, including \$3.4 billion for the Department of the Interior and U.S. Forest Service to prevent and combat devastating wildfires.</p> <p>The legislation also contains several policy provisions to rein in unnecessary regulations at the EPA and other agencies. The Financial Services bill would provide funding for the United States Department of the Treasury, as well as the United States federal courts, the Executive Office of the President of the United States,</p> <p>The legislation was passed in the House with a vote of 217 – 199 and is now being considered in the Senate.</p>

S.2800	Sen. John Barrasso (R-WY)	America's Water Infrastructure Act of 2018	<p>The bill provides for the conservation and development of water and related resources, to authorize the Secretary of the Army to construct various projects for improvements to rivers and harbors of the United States. This is the Senate counterpart to the House's Water Resources Development Act.</p> <p>The legislation was marked and reported favorably out of committee on Tuesday, May 22, 2018</p>
H.R. 5609	Rep. Keith Ellison (D-MN)	Water Affordability, Transparency, Equity, and Reliability Act of 2018	<p>The legislation would establish a trust fund to provide for adequate funding for water and sewer infrastructure, and for other purposes.</p> <p>The bill was referred to the Subcommittee on Commodity Exchanges, Energy, and Credit on Tuesday, June 22, 2018 and no further action has been taken.</p>
H.R. 5003	Rep. Randy Hultgren (R-IL)	To amend the Internal Revenue Code of 1986 to reinstate advance refunding bonds	<p>The legislation was referred to the House Committee on Ways and Means on Tuesday, February 23, 2018 and no further action has been taken.</p>
H.R.4902	Rep. John Katko (R-NY)	Securing Required Funding for Water Infrastructure Now Act	<p>The legislation would amend the Water Infrastructure Finance and Innovation Act of 2014 to provide to State infrastructure financing authorities additional opportunities to receive loans under that Act to support drinking water and clean water State revolving funds to deliver water infrastructure to communities across the United States.</p> <p>The bill was introduced on Tuesday, January 30, 2018 and referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Energy and Commerce.</p>
S. 2364	Sen. John Boozman	Securing Required Funding for Water Infrastructure Now Act	<p>The intention of the bill is to amend the Water Infrastructure Finance and Innovation Act of 2014 to provide to State infrastructure financing authorities additional opportunities to receive loans under that Act to support drinking water and clean water State revolving funds to deliver water infrastructure to communities across the United States, and for other purposes.</p> <p>The legislation was introduced on Tuesday, January 30, 2018 and referred to the Committee on Environment and Public Works.</p>
S.2329	Sen. John Hoeven (R-ND)	Water Infrastructure Finance and Innovation Reauthorization Act of 2018	<p>This measure is designed to spur investments in water project development across the nation by supplementing federal funding of water infrastructure projects — including wastewater treatment, flood control and storm water management — with long-term, low-cost loans and loan guarantees, reauthorize and amend the Water Infrastructure</p>

			<p>Finance and Innovation Act of 2014, and double the Environmental Protection Agency's fiscal year 19 WIFIA authorization to \$90 million and extend the program for five years, through 2024.</p> <p>The legislation was introduced Tuesday, January 23, 2018 was referred to the Committee on Environment and Public Works</p>
H.R.4492	Rep. Brian Mast (R-FL)	Water Infrastructure Finance and Innovation Reauthorization Act of 2017	<p>H.R. 4492 is a companion bill to S.2329 and would spur investments in water project development across the nation by supplementing federal funding of water infrastructure projects.</p> <p>This bill was introduced Thursday, November 30, 2017 and was referred to the Committee on Transportation and Infrastructure, and in addition to the Committee on Energy and Commerce.</p>
H.R. 5127	Rep. Grace Napolitano (D-CA)	Water Recycling Investment and Improvement Act	<p>The legislation would assist water agencies with the expansion, planning, designing, and building of water recycling plants and modernizing water infrastructure by making changes to the WIIN Act Title XVI water recycling and reuse program by removing the requirement of funding projects that are in drought or disaster areas, increasing the authorization from \$50 million to \$500 million, making the program permanent rather than sun-setting in 2021, and taking away the requirement that the projects need to be designated in an appropriations legislation.</p> <p>The bill was introduced on Tuesday, February 27, 2018 and referred to the Committee on Natural Resources, and in addition to the Committee on Transportation and Infrastructure.</p>
S.1	Sen. Mike Enzi	Tax Cuts and Jobs Act	<p>This bill provides for the reconciliation pursuant to title II of the concurrent resolution on the budget for fiscal year 2018. Tax rates would be reduced, dozens of breaks would be eliminated, and the individual mandate from the Affordable Care Act would be eliminated. The corporate income tax rate would be set at 20 percent. Related to H.R. 1.</p> <p>S.1 was introduced by the Senate Budget Committee on Tuesday, November 28, 2017. It was placed on the Senate Legislative Calendar under General Orders.</p>
H.R. 3711	Reps. Lamar Smith (R-TX)/Ken Calvert (R-CA) /Bob	Legal Workforce Act	<p>A bill that would require all U.S. employers to use the E-Verify electronic employment verification system. The requirement would be phased over a two-year period, starting with the largest employers. The agriculture industry would have an additional six months (or 30 months total) to come into compliance.</p>

	Goodlatte (R-VA)		H.R. 3711 was referred to the Committee on the Judiciary, and in addition to the Committees on Ways and Means, and Education and the Workforce on Friday, September 8 th . On Wednesday, September 27 th , H.R.3711 was referred to Judiciary Subcommittee on Immigration and Border Security. Judiciary Committee Consideration and Mark-up Session was held on Wednesday, October 25 th . H.R. 3711 was ordered and reported (amended) by the yeas and nays: 20-10 on October 25, 2017.
H.R. 23	Rep. David Valadao (R-CA)	Gaining Responsibility on Water Act of 2017	<p>Among other things the legislation would require regulators to comply with the Bay-Delta Accord and make changes to the state's Central Valley and State Water projects and streamline permitting processes. The bill included provisions from multiple other bills previously passed by the House that sought to increase the flow of water to areas of California that have experienced drought over the past five years. The measure was referred to the House Committee on Natural Resources and the Committee on Agriculture.</p> <p>By a vote of 230-190, the House passed H.R. 23, as amended, on July 12, 2017. H.R. 23 was received in Senate, read twice and referred to the Committee on Energy and Natural Resources on July 18, 2017.</p>
H.R. 4	Rep. Bill Shuster (R-PA)	FAA Reauthorization Act of 2018	<p>Among other issues this legislation would reauthorizes the Federal Aviation Administration for five years. Among other things the FAA reauthorization funds aviation programs, Airport Planning and Development and Noise Compatibility Planning and Programs and authorizes FAA's Airport Improvement Program (AIP) account at \$3.350 billion annually for each of fiscal years 2018-2023.</p> <p>By a voted of 393 – 13, the House passed H.R.4, the Senate has yet to take up the House version of the bill.</p>
H.R. 1663	Rep. Grace Napolitano (D-CA) / Rep. Rob Wittman (R-VA)	Water Resources Research Amendments Act	<p>This legislation would extend a Federal-State partnership aimed at addressing state and regional water problems, promoting distribution and application of research results, and providing training and practical experience for water-related scientists and engineers. H.R. 1663 would authorize \$9,000,000 annually over five years for grants to water resources research institutes and require two-to-one matching with non-federal funds. It would also promote exploration of new ideas, expand research to reduce energy consumption, and bolster reporting and accountability requirements.</p> <p>The bill has been introduced in the House Committee on Natural Resources and referred to the Subcommittee on Water, Power and Oceans on March 27, 2017.</p>

H.R. 497/ S.357	Rep. Paul Cook (R-CA)/ Sen. Dianne Feinstein (D-CA)	Santa Ana River Wash Plan Land Exchange Act	<p>This bill directs the Department of the Interior: (1) to quitclaim to the San Bernardino Valley Water Conservation District in California approximately 327 acres of identified federal land administered by the Bureau of Land Management, and (2) in exchange for such land, to accept from the Conservation District a conveyance of approximately 310 acres of its land.</p> <p>On April 27th H.R. 497 passed through the House Natural Resources Committee by unanimous consent, and was schedule for the House Floor Consideration on June 2nd.</p> <p>This bill was passed by the House on June 27th by a vote of 424-0. The bill was referred to the Senate Committee on Energy and Natural Resources on June 28th and no further action has been taken.</p> <p>The Senate Environment and Public Works Committee held a hearing on S. 357 on July 26, 2017.</p> <p>On May 15, 2018 the Senate Committee on Energy and Natural Resources ordered H.R. 497 to be reported without amendment favorably.</p>
S. 32	Sen. Dianne Feinstein (D-CA)	California Desert Protection and Recreation Act	<p>This bill would designate important wilderness in the California desert and protect lands for recreation, wildlife and tourism. Aspects of the bill include:</p> <ul style="list-style-type: none"> • Mandate study and protection of Native American cultural trails along the Colorado River. • Designate 230,000 acres of additional wilderness area between the Avawatz Mountains near Death Valley to Imperial County's Milpitas Wash. • Add 43,000 acres to Death Valley and Joshua Tree national parks. • Create a 75,000-plus acre special management area at Imperial County's Vinagre Wash. • Designate Inyo County's Alabama Hills as a National Scenic Area. • Prohibit new mining claims on 10,000 acres in Imperial County considered sacred by the Quechan Tribe. <p>Additionally, the bill protects 140,000 acres of existing off-road vehicle riding areas from mining, energy development, military base expansion or other decisions that would close them to vehicle use.</p>

			<p>The Senate Environment and Public Works Committee held a hearing on S.32 on July 26, 2017.</p> <p>H.R. 857, California Off-Road Recreation and Conservation Act, is a similar bill and largely aims to address similar issues.</p>
H.R. 2510	Rep. Peter DeFazio (D-OR)	Water Quality Protection and Job Creation Act of 2017	<p>This bill would amend the Federal Water Pollution Control Act to authorize appropriations for State water pollution control revolving funds.</p> <p>This bill has been introduced to the House Transportation and Infrastructure subcommittee on Water resources and Environment on May 19, 2017.</p>
H.R. 1654	Rep. Tom McClintock (R-CA)	Water Supply Permitting Coordination Act	<p>This bill would allow water project sponsors the opportunity to use an expedited permitting process for new or expanded surface non-federal storage facilities through the Bureau of Reclamation, which would be the lead and central agency coordinating the review process.</p> <p>The House Natural Resources Committee approved the bill by a vote of 24-16 on April 27. The House Rules Committee on June 20th dictated final amendments for passage on the House Floor; this bill passed the House on June 22 by a vote of 233-180. H.R. 1654 was referred to the Senate Committee on Energy and Natural Resources on June 26 and not further action has been taken.</p>

**INFORMATION
ITEM**

6K

State Legislation

Bill Number	Sponsor	Title and/or Summary	Summary/Status	IEUA Position
AB 1668	Friedman	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life.	SUPPORT Signed by Governor
AB 1654	Rubio	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life. Bill gutted and now has nothing to do with water.	WATCH Senate Natural Resources and Water
AB 1876	Frazier	Sacramento-San Joaquin Delta: Delta Stewardship Council	The Sacramento-San Joaquin Delta Reform Act of 2009 establishes the Delta Stewardship Council, which consists of 7 members, and requires the council to develop, adopt, and commence implementation of a comprehensive management plan for the Delta, known as the Delta Plan. This bill would increase the membership of the council to 13 members, including 11 voting members and 2 nonvoting members, as specified.	OPPOSE DEAD
AB 869	Rubio	Sustainable water use and demand reduction: recycled water	Excludes, from the calculation of any water use or water efficiency target established after 2020, recycled water, as specified, delivered within the service area of an urban retail or wholesale water supplier	WATCH Senate Natural Resources and Water- not expected to move.
AB 3037	Chiu	Community Redevelopment Law of 2018	Would authorize a city or county to propose the formation of a redevelopment housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, and providing that resolution to each affected taxing entity. The bill would require the city or county that adopted that resolution to hold a public hearing on the proposal to consider all written and oral objections to the formation, as well as any recommendations of the affected taxing entities, and would authorize that city or	WATCH, and work with CSDA Died on Suspense

			county to adopt a resolution of formation at the conclusion of that hearing.	
SB 606	Skinner/Hertzberg	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life.	SUPPORT Signed by Governor
SB 623	Monning	Water Quality: Safe and Affordable Drinking Water Fund	Would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the board to administer the fund to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. The bill would authorize the state board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, bequests, and settlements from parties responsible for contamination of drinking water supplies.	WATCH Assembly Rules Committee
AB 2697	Gallagher	Wildlife, bird, and waterfowl habitat: idled agricultural lands	Would require the Wildlife Conservation Board to establish a program, which may include direct payments or other incentives, to encourage landowners to voluntarily cultivate or retain cover crops or other upland vegetation on idled lands to provide waterfowl, upland game bird, and other wildlife habitat cover for purposes, including, but not limited to, encouraging the use of idle agricultural lands for wildlife habitat. The bill would also authorize the department to provide incentives pursuant to the program for the creation or enhancement of waterfowl brood habitat, and to develop guidelines and criteria for the program as it deems appropriate.	WATCH Senate Appr 5/25 Amends removed opposition.

AB 1778	Holden	Transit-Oriented Redevelopment Law of 2018	Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Transit-Oriented Redevelopment Law of 2018, would authorize a city or county to propose the formation of a redevelopment agency by adopting a resolution of intention that meets specified requirements, and submitting that resolution to each affected taxing entity and to each owner of land within the district.	WATCH Asm. Local Gov. Never heard in policy committee DEAD
AB 327	Gibson	South Coast Air Quality Management District: Fleets	Would authorize the governing board of the south coast district to adopt rules and regulations that require specified operators of public and commercial fleet vehicles consisting of 15 or more vehicles to purchase the cleanest commercially available vehicles, as defined, that will meet the operator's operational needs; to require the replacement of no more than 15% of existing vehicles per calendar year, as specified; and to require those cleanest commercially available vehicles to be operated, to the maximum extent feasible, in the south coast district.	WATCH Sen Trans. & Housing Failed in committee

**INFORMATION
ITEM**

6L

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

HHK

Committee: Engineering, Operations & Water Resources

08/08/18

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Septic to Sewer Feasibility Study Update

Executive Summary:

In April 2016, the Board awarded a contract to RMC Water & Environment (RMC) to perform a feasibility study for the conversion of septic tanks in the IEUA service area to sewer. The study evaluates the service area and ranks specific conversion projects based on criteria such as cost effectiveness (grant funding), sewer capacity analysis, associated costs, economic benefits, etc.

The preliminary screening performed for the service area with the assistance of the contracting agencies found approximately 22,000 septic system parcels. RMC identified questionable parcels and refined the data set to clarify the service area contained 21,084 septic system parcels with approximately 18,000 residential parcels. RMC generated fact sheets for each SSR with conversion cost estimates that were reviewed by the contracting agency representatives.

In April 2018, the final draft feasibility study was sent to the contracting agencies for review. A workshop was held on May 9, 2018. The workshop was productive and attended by representatives from all the contracting agencies. The final report incorporating the comments was completed in July 2018. IEUA's role in the project is complete, however we will provide support to the contracting agencies for grant opportunities should there be interest.

Staff's Recommendation:

This is an information item for the Board of Directors to receive and file.

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

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On April 20, 2016 the Board of Directors approved the professional services contract for the Septic to Sewer Feasibility Study to RMC Water and Environment for the not-to-exceed amount of \$286,813.

Environmental Determination:

Not Applicable

Business Goal:

The Septic to Sewer Feasibility Study aligns with the Agency's Business Goal of Water Reliability by protecting groundwater quality, supporting new supplies, the recycled water program, and the groundwater recharge program.

Attachments:

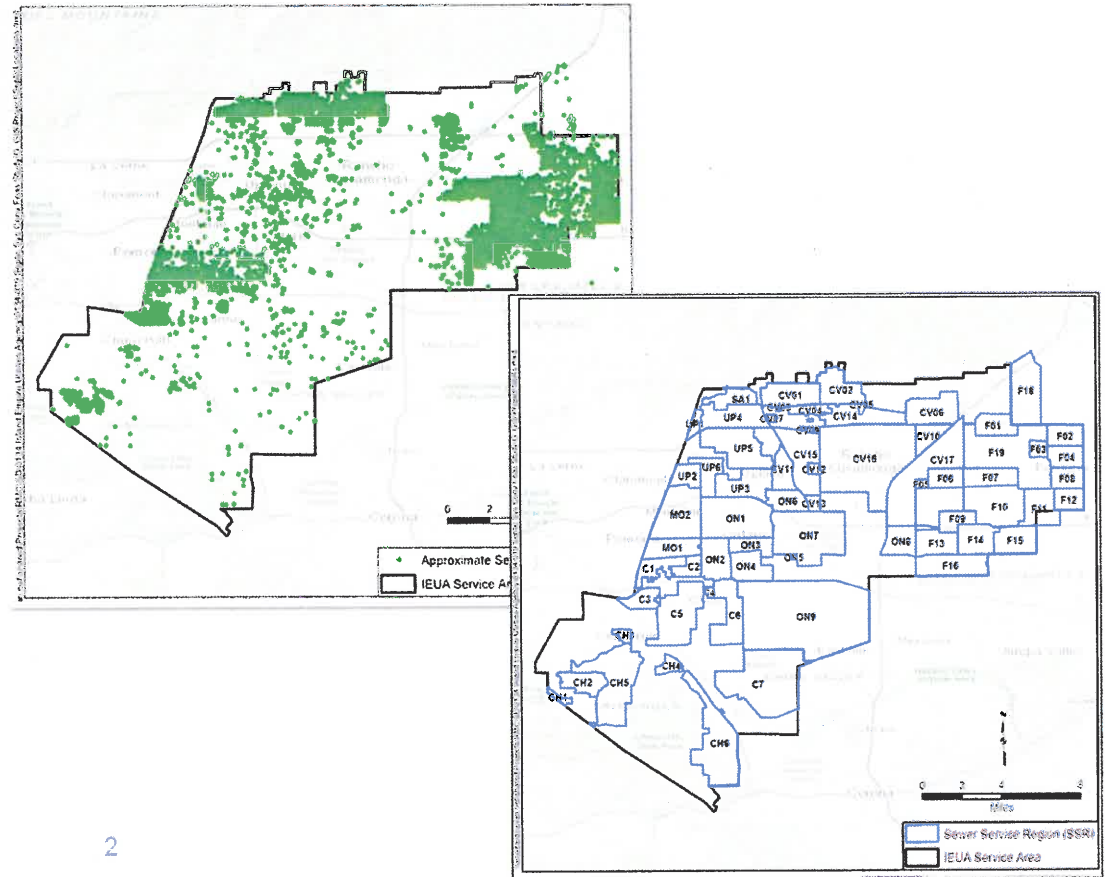
Attachment 1 - Septic to Sewer Feasibility Study Update PowerPoint

Septic to Sewer Feasibility Study Update



Project Update

- **Septic System Parcels and Project Grouping**
 - 21,804 septic system parcels
 - Residential: 18,000 parcels
- **Prioritization of Projects**
 - Cost estimates generated for each contracting agency
- **Grant Funding Opportunities**
 - Prop 1 Groundwater Grant Program



Project Update – Cost Summary

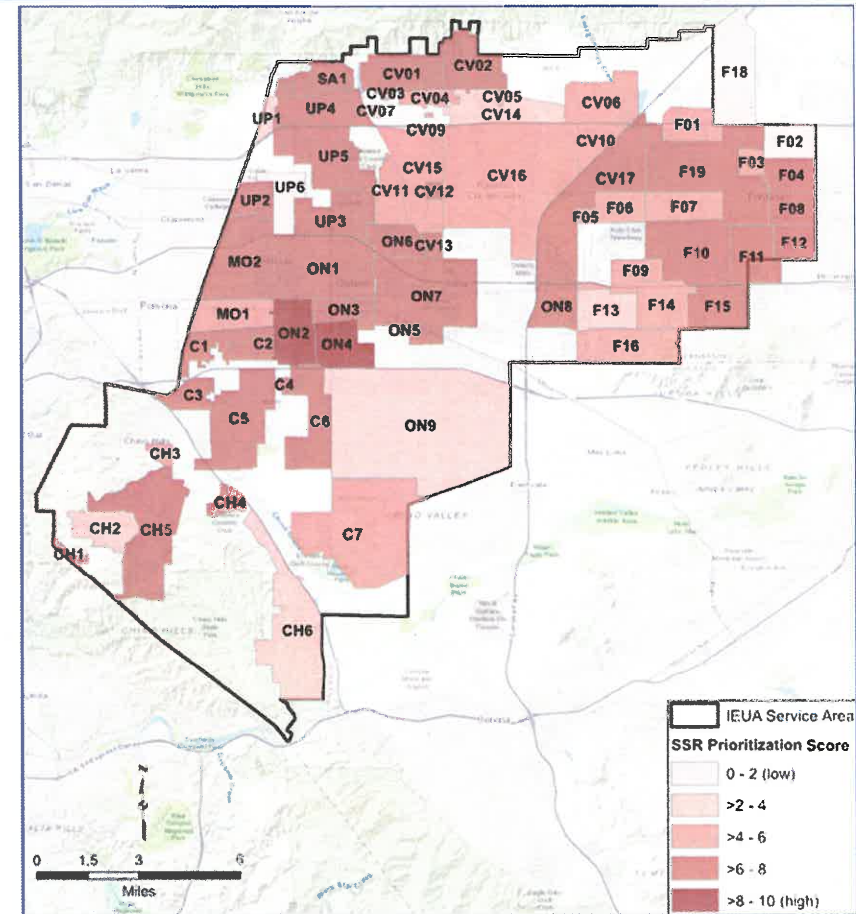
	Chino	Chino Hills	CVWD	Fontana	Montclair	Ontario	Upland*
# of Septic Systems	1,895	689	4,666	11,766	510	661	1,617
Sewer Lines (LF)	128,800	84,676	375,154	639,625	24,674	116,237	95,295
Estimated Capital Cost (\$M)	\$88	\$57	\$236	\$497	\$19	\$89	\$69
Connection Fees (\$M)**	\$13	\$4	\$35	\$64	\$2	\$4	\$11
Total Estimated Cost (\$M)	\$101	\$62	\$271	\$561	\$21	\$94	\$80
Estimated Cost/Septic Tank	\$53,000	\$90,000	\$58,000	\$48,000	\$41,000	\$142,000	\$49,000

* Includes San Antonio Heights

** Includes IEUA Connection Fees (post-1979) and Contracting Agency Sewer Impact Fees

Contracting Agency Workshop

- Draft Feasibility Study to Contracting Agencies – April 6, 2018
- Workshop with RMC and Contracting Agencies – May 9, 2018
 - Contracting Agency participation and comments
 - Prioritization comments and review
- Finalization of Feasibility Study
 - Implementation of comments – June 2018
 - Distribution of final study – July 2018
 - Provide support to Contracting Agencies as requested



**AGENCY
REPRESENTATIVES'
REPORTS**

7A



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

REGULAR COMMISSION MEETING TUESDAY, AUGUST 7, 2018 – 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: JULY 17, 2018

Recommendation: Approve as posted.

B. TREASURER'S REPORT – JUNE 2018

Recommendation: Approve as posted.

5. NEW BUSINESS

A. PUBLIC POLICY INSTITUTE OF CALIFORNIA (PPIC) WATER POLICY CENTER SPONSORSHIP (CM#2018.80)

Presenter: Rich Haller

Recommendation: Sponsor Public Policy Institute of California (PPIC) Water Policy Center at the \$10,000 level for FY 2018/2019.

B. PROPOSITION 84 PROJECT STATUS UPDATE

Presenter: David Ruhl

Recommendation: Receive and file.

C. BRINE LINE SKIDSTEER LOADER DEMONSTRATION

Presenter: Carlos Quintero

Recommendation: Observation of skidsteer loader demonstration.

6. **INFORMATIONAL REPORTS**

Recommendation: Receive for information.

A. **CHAIR'S COMMENTS/REPORT**

B. **COMMISSIONERS' COMMENTS**

C. **COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS**

7. **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)

8. **ADJOURNMENT**

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email kberry@sawpa.org. Notification at least 48 hours 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, August 1, 2018, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2018 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: Unless otherwise noticed, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

January		February	
1/2/18	Commission Workshop [cancelled]	2/6/18	Commission Workshop
1/16/18	Regular Commission Meeting	2/20/18	Regular Commission Meeting
March		April	
3/6/18	Commission Workshop	4/3/18	Commission Workshop
3/20/18	Regular Commission Meeting	4/17/18	Regular Commission Meeting
May		June	
5/1/18	Commission Workshop	6/5/18	Commission Workshop
5/8 – 5/11/18	ACWA Spring Conference, Sacramento	6/19/18	Regular Commission Meeting
5/15/18	Regular Commission Meeting		
July		August	
7/3/18	Commission Workshop [cancelled]	8/7/18	Commission Workshop
7/17/18	Regular Commission Meeting	8/21/18	Regular Commission Meeting
September		October	
9/4/18	Commission Workshop	10/2/18	Commission Workshop
9/18/18	Regular Commission Meeting	10/16/18	Regular Commission Meeting
November		December	
11/6/18	Commission Workshop	12/4/18	Commission Workshop
11/20/18	Regular Commission Meeting	12/18/18	Regular Commission Meeting
11/27 – 11/30/18	ACWA Fall Conference, San Diego		

**AGENCY
REPRESENTATIVES'
REPORTS**

7C



Regional Sewerage Program Policy Committee Meeting

AGENDA

Thursday, August 2, 2018

4:00 p.m.

**(Optional Tour of CCWRF at 3:00 p.m.
14950 Telephone Avenue, Chino)**

Location

Inland Empire Utilities Agency
Boardroom
6075 Kimball Avenue
Chino, CA 91708

Call to Order

Pledge of Allegiance

Public Comment

Changes/Additions/Deletions to the Agenda

1. **Technical Committee Report** *(Oral)*
2. **Action Item**
 - A. Meeting Minutes for June 7, 2018
 - B. RP-1 Electrical Upgrades Construction Contract Award
3. **Informational Items**
 - A. Regional Contract Update *(Oral)*
 - B. Operations Update
4. **Receive and File**
 - A. Building Activity Update
 - B. Recycled Water Distribution – Operations Summary
 - C. Legislative Update
 - D. Kearns & West Regional Contract Facilitation Contract Amendment
5. **Other Business**
 - A. IEUA General Manager's Update
 - B. Committee Member Requested Agenda Items for Next Meeting
 - C. Committee Member Comments
 - D. Next Meeting – September 6, 2018

(Continued)

6. Adjournment

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of this agenda has been posted to the IEUA Website at www.ieua.org and posted in the foyer at the Agency's main office at 6075 Kimball Avenue, Building A, Chino, CA, on Monday, July 30, 2018.

Laura Mantilla

**AGENCY
REPRESENTATIVES'
REPORTS**

7D

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – July 26, 2018

WITH

Mr. Robert DiPrimio – Chair

Mr. Jeff Pierson – Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

AGENDA - ADDITIONS/REORDER

I. 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

Approve as presented:

1. Minutes of the Watermaster Board Meeting held June 28, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of May 2018
2. Watermaster VISA Check Detail for the month of May 2018
3. Combining Schedule for the Period July 1, 2017 through May 31, 2018
4. Treasurer's Report of Financial Affairs for the Period May 1, 2018 through May 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2017 through May 31, 2018

C. APPLICATION FOR RECHARGE

Approve San Antonio Water Company's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in San Antonio Water Company's existing Local Supplemental Storage account.

D. AMENDMENT TO CHINO BASIN WATERMASTER RETIREMENT POLICY 3.16

Approve the Amendment of the Existing Retirement Policy 3.16.

E. AMENDMENT TO CHINO BASIN WATERMASTER RESIGNATION POLICY 4.23.2

Approve the Amendment of the Existing Resignation Policy 4.23.2.

II. BUSINESS ITEMS

A. FISCAL YEAR 2017/18 BUDGET TRANSFER (FORM T-18-06-01)

Approve Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) as presented.

B. ADVISORY COMMITTEE REQUEST FOR WATERMASTER ASSISTANCE

Discuss and possibly take action.

1. Exhibit "G" Transfer Rate Amendment
2. Peace Agreement Paragraph 5.3(e) Interpretation
3. Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal From April 28, 2017 Order

C. GENERAL MANAGER EMPLOYMENT CONTRACT AMENDMENT #4

Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. July 24, 2018 Court Hearing
3. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contests

B. ENGINEER REPORT

1. Storage Framework
2. Ground-Level Monitoring Committee Annual Report

C. CFO REPORT

1. Audit of FY 2016/17 Groundwater Recharge O&M Expenses
2. Watermaster FTP Site

D. GM REPORT

1. SGMA Update
2. Recharge Master Plan Update
3. Other

IV. INFORMATION

1. Cash Disbursements for June 2018

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

1. Appeal of April 28, 2017 Order
2. Advisory Committee Request For Watermaster Assistance

VIII. FUTURE MEETINGS AT WATERMASTER

- | | | | |
|---------|-----|------------|--|
| 7/26/18 | Thu | 8:00 a.m. | Appropriative Pool Strategic Planning (Confidential Session Only)* |
| 7/26/18 | Thu | 9:00 a.m. | Advisory Committee* |
| 7/26/18 | Thu | 9:30 a.m. | 2018 RMPU Steering Committee #6* |
| 7/26/18 | Thu | 11:00 a.m. | Watermaster Board |
| 8/09/18 | Thu | 9:00 a.m. | Appropriative Pool |

8/09/18	Thu	11:00 a.m.	Non-Agricultural Pool
8/09/18	Thu	1:30 p.m.	Agricultural Pool
8/16/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)*
8/16/18	Thu	9:00 a.m.	Advisory Committee
8/16/18	Thu	9:30 a.m.	2018 RMPU Workshop
8/23/18	Thu	8:30 a.m.	Ground-Level Monitoring Committee
8/23/18	Thu	11:00 a.m.	Watermaster Board
8/28/18	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee

* Rescheduled from 7/19/18

ADJOURNMENT

**AGENCY
REPRESENTATIVES'
REPORTS**

7E

**SPECIAL BOARD MEETING OF
THE BOARD OF DIRECTORS
CHINO BASIN DESALTER AUTHORITY**

August 2, 2018
2:00 p.m.

Council Chambers, of the City of Ontario
303 E. "B" Street, Ontario, CA

*All documents available for public review are on file with the Authority's secretary located at
2151 S. Haven Avenue, Suite 202, Ontario, CA 91761.*

AGENDA

Call to Order

Flag Salute

Public Comment: Members of the public may address the Board at this time on any non-agenda matter. *Please complete a Comment Card and give it to the Secretary. Comments are limited to three (3) minutes per individual. State your name and address for the record before making your presentation. This request is optional, but very helpful for the follow-up process.*

Under the provisions of the Brown Act, the CDA Board is prohibited from taking action on oral requests. However, Board Members may respond briefly or refer the communication to staff. The CDA Board may also request the Secretary to calendar an item related to your communication at a future CDA Board meeting.

ACTION ITEMS

Prior to action of the CDA Board, any member of the audience will have the opportunity to address the CDA Board on any item listed on the agenda, including those on any consent calendar. Please submit a comment card to the secretary with the agenda item number noted.

1. MINUTES OF JULY 12, 2018 SPECIAL BOARD MEETING

2. PURCHASE OF REVERSE OSMOSIS (RO) MEMBRANE ELEMENTS

Report by: Todd Minten, CDA Operations Manager

Staff Recommendation:

1. Approve a purchase order with Dow Water & Process Solutions for the supply and installation of RO membrane elements in the amount of \$401,625.00.

3. ADDENDUM NO. 3 TO THE INITIAL STUDY FOR THE PHASE 3 EXPANSION PROJECT

Report by: Cindy Miller, Phase 3 Project Program Manager

Staff Recommendation:

1. Adopt Addendum No. 3 to the Chino Desalter Phase 3 Expansion Initial Study/Mitigated Negative Declaration for the Product Water Pipeline Santa Ana River Crossing.
2. Authorize the General Manager/CEO to execute necessary documents associated with the approve approval.

4. PHASE 3 EXPANSION PROJECT: AMENDMENT NO. 2 TO DUDEK'S CONTRACT FOR DESIGN OF DUAL PRODUCT WATER PIPELINES USING HORIZONTAL DIRECTIONAL DRILLING

Report by: Cindy Miller, Phase 3 Project Program Manager

Staff Recommendation:

1. Approve Amendment No. 2 in the amount of \$45,740 to Dudek's contract for Design of Dual Product Water Pipelines Using Horizontal Directional Drilling, for a total contract amount of \$632,966.
2. Authorize the General Manager to execute Amendment No. 2 and approve authorized expenditures up to a not-to-exceed total of \$662,612.

5. PHASE 3 EXPANSION PROJECT: CONSTRUCTION CONTRACT AWARD FOR THE PRODUCT WATER PIPELINE, SANTA ANA RIVER HDD CROSSING (SPEC NO. CDA EXP16-12)

Report by: Cindy Miller, Phase 3 Project Program Manager

Staff Recommendation:

1. Approve a construction contract award to DDH Apple Valley Construction, Inc. for construction of the Product Water Pipeline, Santa Ana River HDD Crossing (Spec No. CDA EXP16-12) in the not-to-exceed amount of \$2,225,593.
2. Authorize the General Manager/CEO to execute the contract and approve authorized expenditures up to a not-to-exceed total of \$2,450,000.

6. PHASE 3 EXPANSION PROJECT: AMENDMENT NO. 2 TO AGREEMENT WITH HAZEN AND SAWYER FOR PROGRAM MANAGEMENT SERVICES

Report by: Curtis D. Paxton, General Manager/CEO

Staff Recommendation:

1. Approve Amendment No. 2 to the Professional Services Agreement with Hazen and Sawyer for program management services in the not-to-exceed amount of \$148,080; and
2. Authorize the General Manager/CEO to finalize and execute the amendment and approve authorized expenditures up to a not-to-exceed total of \$570,834.

Staff Comments:

- (i) Deputy CDA General Counsel, Allison Burns
- (ii) CDA CFO/Treasurer, Michael Chung
- (iii) CDA General Manager/CEO, Curtis Paxton

CLOSED SESSION

The Authority may adjourn to a Closed Session to consider litigation matters, personnel matters, or other matters as provided for in the Ralph M. Brown Act (Section 54950 et seq., of the Government Code).

7. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: APN 0218-231-13, 15, City of Ontario
CDA Negotiators: Curtis Paxton, Allison Burns
Negotiating parties: SC Ontario Development Company
Under negotiation: Price and terms of payment

8. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
CONSIDERATION OF INITIATION OF LITIGATION PURSUANT TO GOVERNMENT
CODE SECTION 54956.9(D)(4)
(ONE POTENTIAL CASE)**

Directors Comments:

ADJOURNMENT – To the Special Meeting on September 6, 2018

Declaration of Posting

I, Casey Costa, Executive Assistant to the Chino Basin Desalter Authority, hereby certify that a copy of this agenda has been posted by 2:00 p.m. at the Chino Basin Desalter Authority's main office, 2151 S. Haven Ave., Ontario, CA on Monday, June 30, 2018.

Casey Costa, Executive Assistant

**AGENCY
REPRESENTATIVES'
REPORTS**

7F



REGULAR MEETING OF THE
BOARD OF DIRECTORS
MONDAY, AUGUST 6, 2018
10:00 A.M.

INLAND EMPIRE REGIONAL COMPOSTING FACILITY
12645 6TH STREET
RANCHO CUCAMONGA, CA 91739

www.ierca.org/calendar

CALL TO ORDER
OF THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY 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. **CONSENT CALENDAR**

A. **MINUTES**

The Board will be asked to approve the minutes from the May 7, 2018 regular meeting.

B. DISBURSEMENT REPORT

It is recommended that the Board of Directors approve for the months of April 2018 – June 2018:

1. Total disbursement in the amount of \$2,153,741.98.
2. There were no new investments during April 1, 2018 – June 30, 2018.

2. ACTION ITEMS

A. MASTER SERVICE AGREEMENT WITH APPLIED INDUSTRIAL TECHNOLOGIES

It is recommended that the Board of Directors:

1. Authorize a Master Service Agreement with Applied Industrial Technologies to provide parts and service for the IERCF conveyance system and ventilation systems for five years for approximately \$200,000 per year; and
2. Authorize the Manager of Contracts and Procurement to finalize and execute the agreement.

3. INFORMATION ITEMS

A. PROJECT MANAGER'S REPORT

B. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE QUARTER ENDED JUNE 30, 2018

C. MISSION STATEMENT

D. CAPITAL IMPROVEMENT PROJECTS

4. DIRECTOR COMMENTS

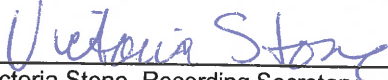
Next regular meeting is scheduled for Monday, November 5, 2018 at 10:00 a.m.

5. ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Recording Secretary (909-993-1744), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Declaration of Posting

I, Victoria Stone, Recording Secretary to the Inland Empire Regional Composting Authority, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the County Sanitation Districts of Los Angeles 1955 Workman Mill Road, Whittier, CA and at the IERCA's Administrative Building, 12645 Sixth Street, Rancho Cucamonga, CA and at the IEUA's main office, 6075 Kimball Ave., Chino, CA on Wednesday, August 1, 2018



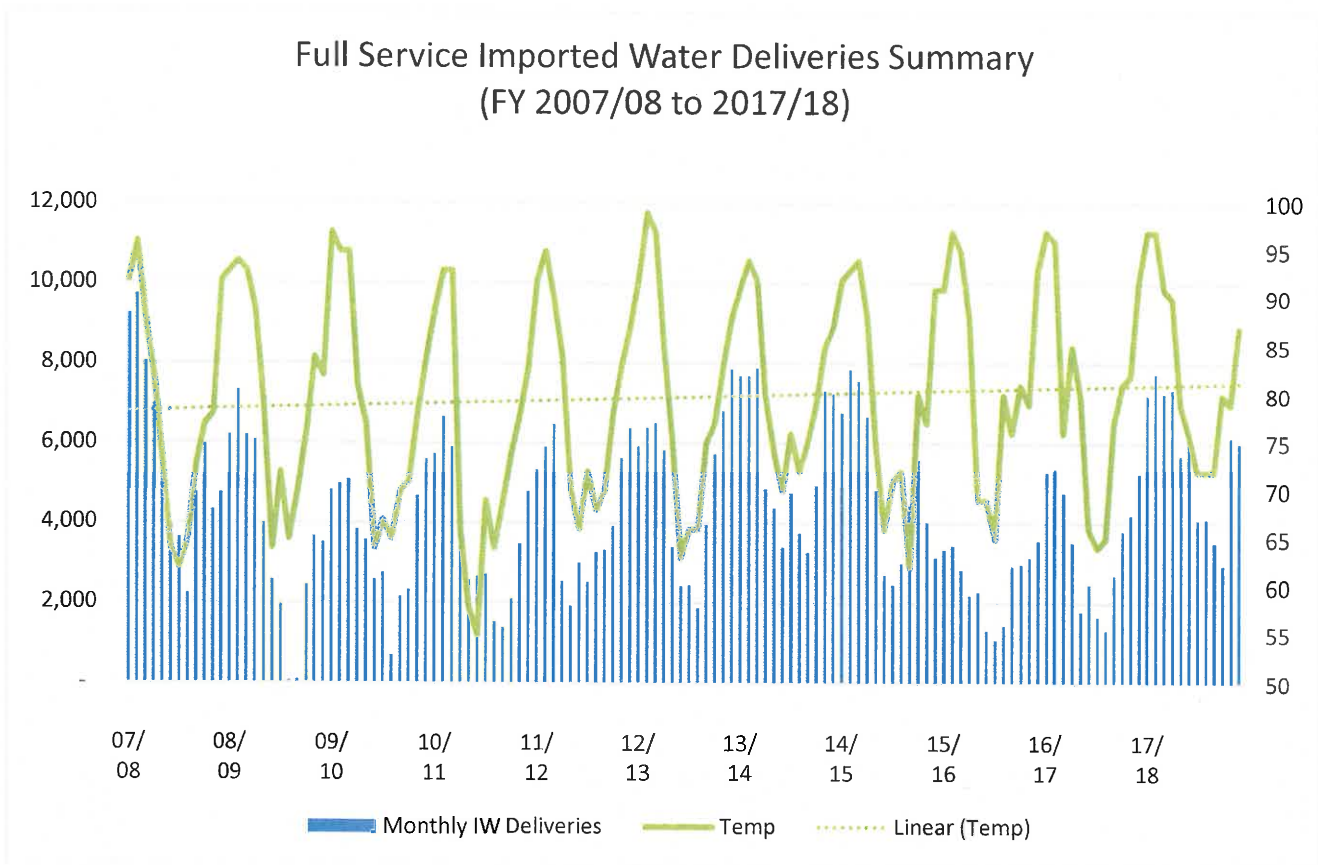
Victoria Stone, Recording Secretary

**GENERAL
MANAGER'S
REPORT**

Date: August 15, 2018 HHR
 To: The Honorable Board of Directors
 From: Halla Razak, General Manager
 Subject: General Manager's Report Regarding Agency Activities

PLANNING & ENVIRONMENTAL RESOURCES

Imported Water



Reclamation System

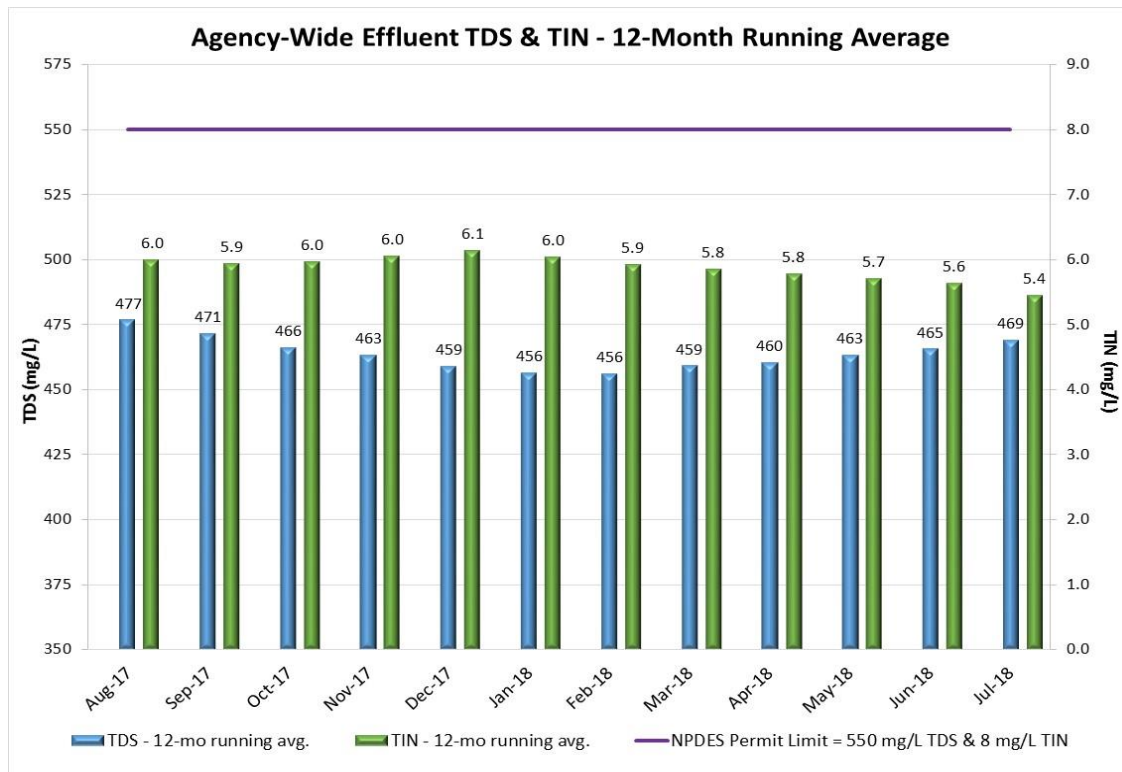
Regional Plants 1, 4, 5 and Carbon Canyon Water Recycling Facility met all the NPDES requirements and effluent/recycled water limitations during the month of July 2018.

1. The Agency-wide average sewer influent flow for the month of July 2018 was 47.6 million gallons per day (mgd) (preliminary value), which is a 0.2 mgd increase from the June 2018 total influent flow.

IEUA Regional Influent Flows

INFLUENT FLOW	RP-1	RP-4	RP-5	CCWRF	ALL FACILITIES
Daily Average (mgd)	23.2	9.1	7.2	8.0	47.6
Monthly Total (million gal.)	720	284	224	247	1475

1. The discharge permit effluent limit for total dissolved solids (TDS) is 550 mg/L. The 12-month running average TDS value for July 2018 was 469 mg/L (preliminary value).
2. The discharge permit effluent limit for total inorganic nitrogen (TIN) is 8 mg/L. The 12-month running average TIN value for July 2018 was 5.4 mg/L (preliminary value).



Air Quality

There were no reportable incidents relating to air quality compliance during the month of July 2018. IEUA is awaiting compliance determinations from the South Coast Air Quality Management District (SCAQMD) on-site inspections of RP-5, RP-2, and RP-1, conducted in June 2018. IEUA is awaiting notices from the SCAQMD Legal department for the Violations received in December 2017.

INLAND EMPIRE REGIONAL COMPOSTING FACILITY – UPDATE

Operational Comments – Facility throughput for July averaged approximately 92% of permitted capacity at an average of 408 tons per day of biosolids and 115 tons per day of amendments (based on the 31-day month-to-date). The biosolids tons are trending ahead of budget while the amendments are lighter and dryer due to weather. The facility is operating well with no violations or lost-time incidents.

Facility Biosolids Throughput

SOURCE	WET TONS MONTH	WET TONS YEAR TO DATE
Los Angeles County Sanitation District	6,099.84	39,713.93
Inland Empire Utilities Agency	5,502.09	38,384.33
Orange County Sanitation District	1,051.57	8,169.57
TOTAL	12,653.50	86,267.83

Compost Sales – The Sales Team held back sales to lower value market segments to build inventory for upcoming sales commitments. The unit price for compost has increased by 12% versus the same period last year and is anticipated to continue to improve. Sales volumes are expected to increase in preparation for fall planting season.

Monthly Sales Summary

CUBIC YARD	\$/CUBIC YARD	TOTAL REVENUE
14,910.11	\$1.67	\$24,972.01

Fiscal Year-To-Date Sales Summary

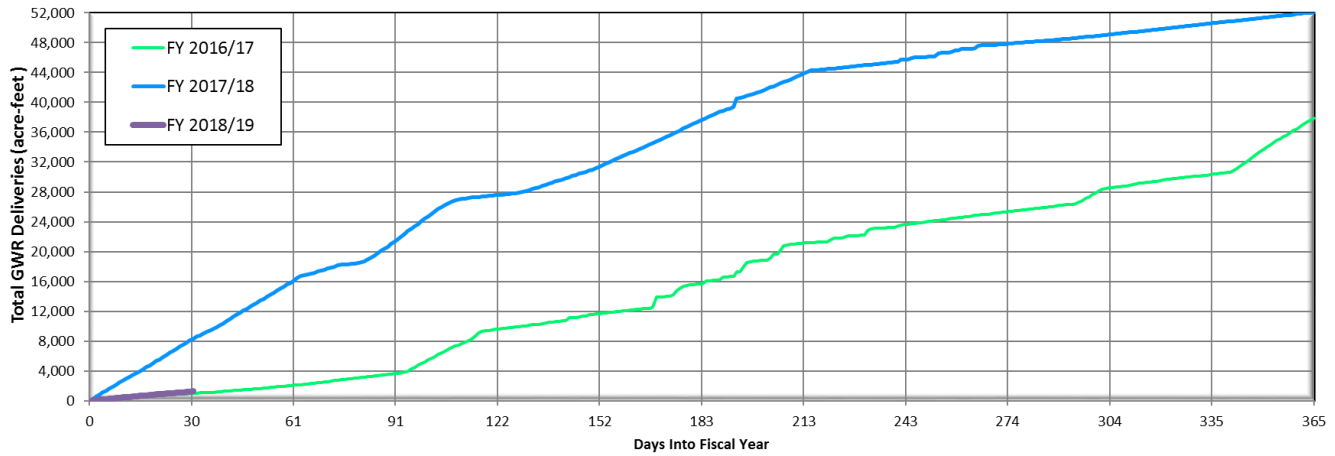
MONTH	TOTAL YARDS 2018/2019	TOTAL YARDS 2017/2018	TOTAL REVENUE 2018/2019	TOTAL REVENUE 2017/2018
July	14,910.11	21,518.61	\$24,972.01	\$31,737.00
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				
TOTAL	14,910.11	21,518.61	\$24,972.01	\$31,737.00
AVERAGE	14,910.11	21,518.61	\$24,972.01	\$31,737.00

Groundwater Recharge – July 2018

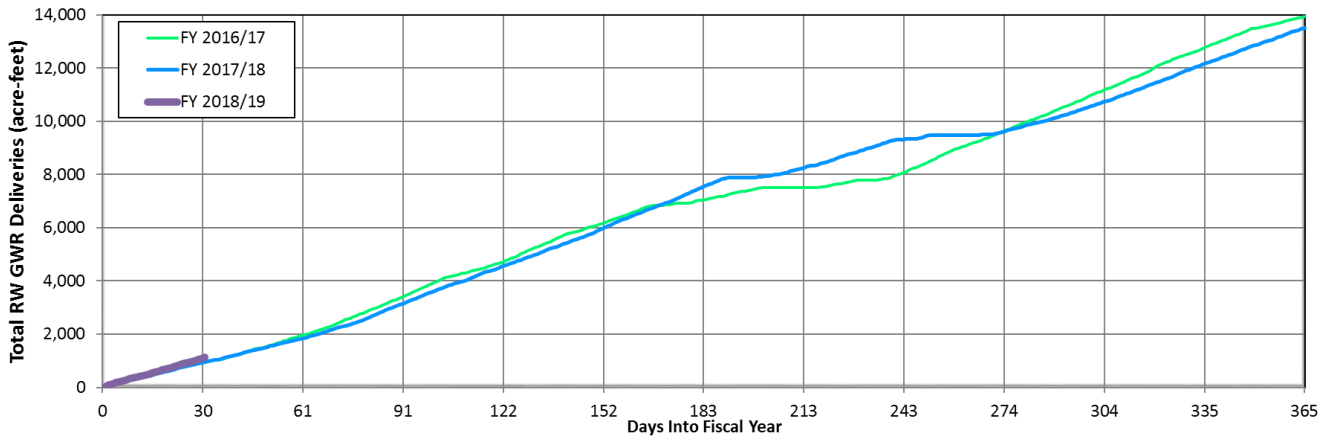
During July 2018, recycled water delivered for recharge was 1,130 acre-feet. The 8th Street, Victoria, and Brooks Basins were out of service to initiate infiltration restoration work. 60 acre-feet of imported water deliveries occurred to 8th Street Basin due to a leaking turnout. Miscellaneous dry weather flows resulted in the diversion of approximately 86 acre-feet. For supplemental water deliveries (imported and recycled), Chino Basin Watermaster will remove 4.2% for July evaporation losses. Total recharge for the month was approximately 1,276 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 – through July 2018

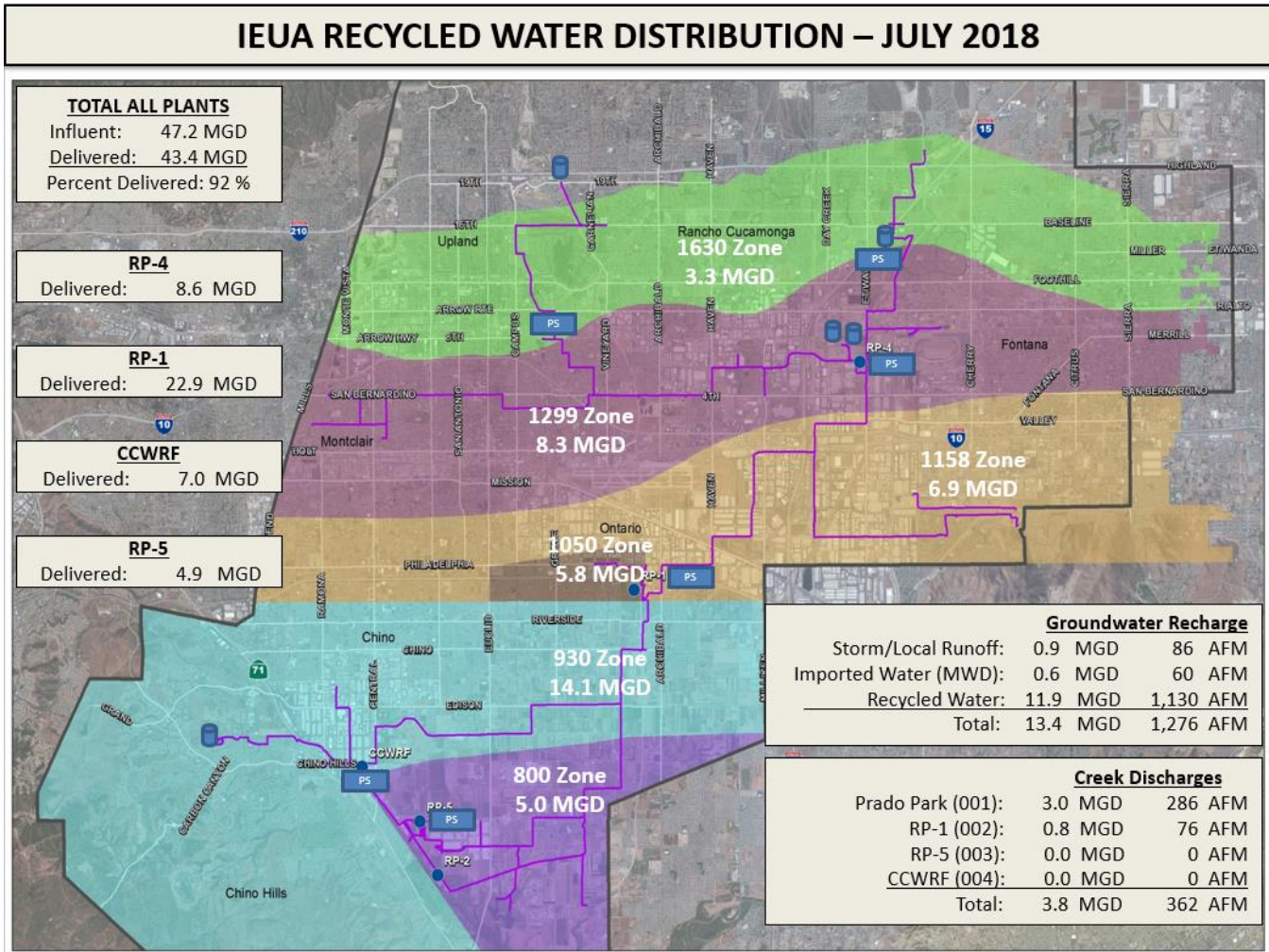


Recycled Water Delivered to Groundwater Recharge – through July 2018



RW Distribution – July 2018

During July 2018, 92% (43.4 MGD) of IEUA recycled water supply (47.2 MGD) was delivered into the distribution system for both direct use customers (31.5 MGD) and groundwater recharge (11.9 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 3.8 MGD.



Grant/Loan Applications Submitted:

1. The WaterSMART 2018 Grant Application for the Chino Basin Water Bank Strategic Plan was submitted to the U.S. Bureau of Reclamation (USBR) on July 16, 2018, in the amount of \$400,000. If awarded, this grant will be a portion of the match share for the California Water Commission Proposition 1 grant.
2. Title XVI Grant Application for the IEUA-Pomona-Monte Vista Water District (MVWD) Recycled Water Intertie Project was submitted to the USBR on July 25, 2018. The application is requesting for 25% for the eligible project cost incurred through September 20, 2020.
3. Title XVI Grant Application for the IEUA-JCSD Recycled Water Intertie Project was submitted to the USBR on July 25, 2018. The application is requesting for 25% for the eligible project cost incurred through 9/20/2020.
4. The WIFIA Loan Application Letter of Interest (LOI) for the RP-5 Expansion Project was submitted to the EPA on July 26, 2018, for \$132 million or 40% of the total project cost as shown in the table below:

Description	WIFIA- 40%	CWSRF- 45%	PAY-GO- 15%	TOTAL
RP-5 Project	\$131,530,000	\$147,971,250	\$49,323,750	\$328,825,000

If the LOI is approved by EPA, IEUA will be invited to submit a full WIFIA loan application.

Grant/Loan Applications in Process:

1. SRF Loan Application for the RP-5 Expansion Project
2. SRF Loan Application for the MVWD Recycled Water Project
3. SRF Loan Application for the Montclair Basin Improvement Project
4. SRF Loan Application for the Lower Day Basin Improvement Project

5. SRF Loan Application for the Wineville/Jurupa Basin/RP-3 Basins Improvement Project

Grant/Loan Agreement Negotiation:

1. State Water Resources Control Board (SWRCB) Prop 1 Groundwater Quality Grant (\$11.4M)
2. USBR WaterSMART Drought Response Program: Drought Resiliency Grant (\$750k) was awarded and is pending negotiation.

The SWRCB approved the FY 2018/19 Intended Use Plan fundable list. The following IEUA recycled water projects are included:

	Project	State Grant/PF*	SRF Loan	Total	Agreement Received
1	San Sevaine Basin Improvements	\$2.5 M	\$4.0 M	\$6.5 M	✓
2	Napa Lateral Project	\$2.5 M	\$3.6 M	\$6.1 M	✓
3	RP-1 1158 Pump Station Upgrade	\$2.5 M	\$5.4 M	\$7.9 M	
4	RP-5 RW Pipeline Bottleneck	\$1.4 M	\$1.4 M	\$2.8 M	
5	Pressure Sustaining Valve Installation	\$0.4 M	\$0.4 M	\$0.8 M	
6	Baseline Extension (Village of Heritage)	\$2.5 M	\$2.9 M	\$5.4 M	
7	IEUA-JCSD RW Intertie Project	\$2.5 M	\$30.5 M	\$33.0 M	
	Total	\$14.8 M	\$48.2 M	\$62.5 M	

* PF – Principle Forgiveness

Grant Reimbursements Processed and Reporting Activities:

N/A

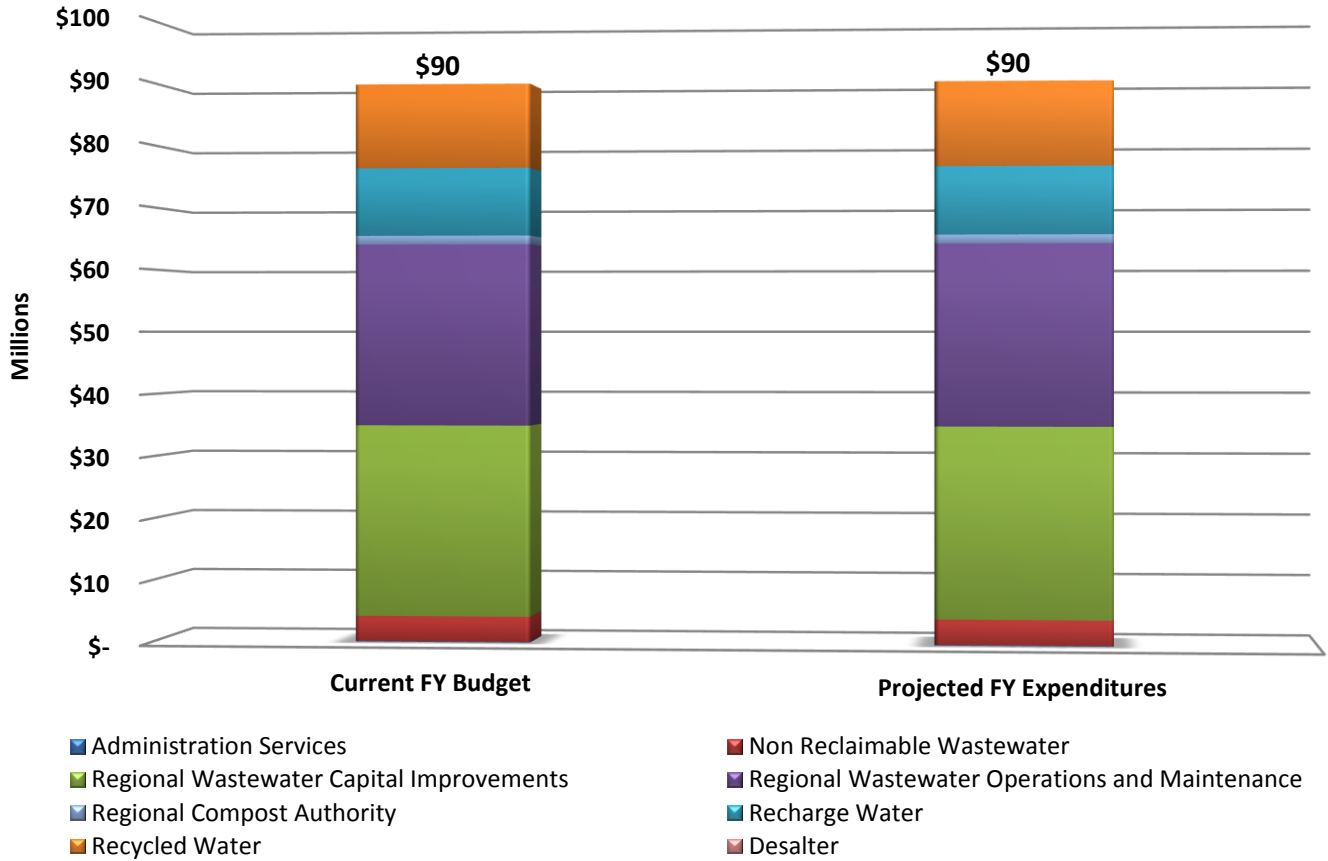
Other Department Activities:

N/A

ENGINEERING CONSTRUCTION MANAGEMENT DEPARTMENT UPDATE

Engineering and Construction Management's current FY 2018/19 budget is \$89,725,878. As of July 31st, staff has projected to spend \$89,725,878 (~100%).

Engineering and Construction Management FY 2018/19 Budget Status Update



The accompanying attachments have detailed information for IEUA's capital improvement program.

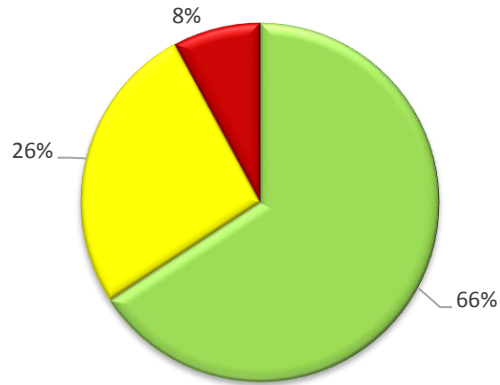
- Attachment A: Bid and Award Look Ahead Schedule
- Attachment B: Active Capital Improvement Project Status
- Attachment C: Emergency Projects

Attachment A
 Bid and Award Look Ahead Schedule

Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Sep-18		
1	EN18015.00 Collection System Upgrades	4-Sep-18	19-Sep-18
2	FM19001.00 RP-1 PRB and MCC Building Roof and Skylight Replacement	4-Sep-18	19-Sep-18
	Nov-18		
3	EN14042.00 1158 RWPS Upgrades	1-Oct-18	21-Nov-18
4	EN17042.00 Digester 6 and 7 Roof Repairs	6-Nov-18	21-Nov-18
5	EN17045.00 RP-1 Filter Valve Replacement	23-Oct-18	21-Nov-18
6	RW15003.02 Victoria Basin Improvements	6-Nov-18	21-Nov-18
	Dec-18		
7	EN17049.00 Baseline RWPL Extension	28-Nov-18	19-Dec-18
8	RW15003.03 Montclair Basin Improvements	4-Dec-18	19-Dec-18
	Jan-19		
9	EN17082.00 Mechanical Restoration and Upgrades	26-Nov-18	16-Jan-19
10	EN18006.00 RP-1 Flare Improvements	14-Dec-18	16-Jan-19
11	EN18042.00 RP-1 Civil Restoration and Upgrades	16-Jan-19	16-Jan-19
	Feb-19		
12	EN18038.00 RP-4 Operations and Maintenance Building	11-Dec-18	20-Feb-19
	Mar-19		
13	EN22002.00 NRW East End Flowmeter Replacement	4-Mar-19	20-Mar-19
	Apr-19		
14	EN17041.00 Orchard Recycled Water Turnout Improvements	8-Mar-19	17-Apr-19
15	RW15003.06 Wineville/Jurupa/Force Main Improvements	2-Apr-19	17-Apr-19
16	RW15004.00 Lower Day Basin Improvements	2-Apr-19	17-Apr-19
	Jun-19		
17	EN18036.00 CCWRF Asset Management and Improvements - Package III	9-Apr-19	19-Jun-19
18	EN18037.00 CCWRF Asset Management and Improvements - Package II	12-Apr-19	19-Jun-19
	Jul-19		
19	EN15012.01 RP-1 Plant No. 2 Effluent Conveyance Improvements	23-May-19	17-Jul-19
20	EN19010.00 RP-4 Influent Screen Replacement	24-Jun-19	17-Jul-19
21	EN19015.00 Collection System Upgrades	16-Jul-19	17-Jul-19

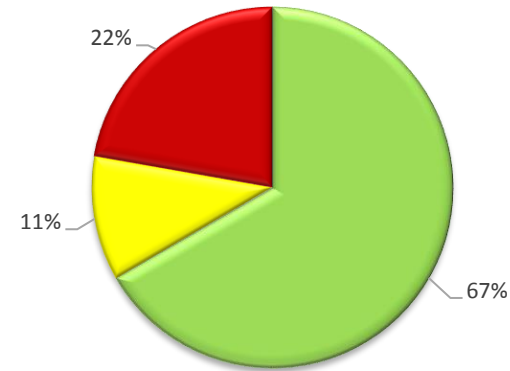
Attachment B
 Active Capital Improvement Project Status

Design Schedule Performance



■ On-time ■ Recovery in Progress ■ Behind Schedule

Construction Schedule Performance



■ On-time ■ Recovery in Progress ■ Behind Schedule

Agency-Wide							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
1	EN13016.05	SCADA Enterprise System - (Regional Water Recycling Plant No. 1) (Costs are in EN13016)	-	-	Recovery in Progress	Pre-Design	The project will be re-baselined when the consultant submits a revised project schedule.
2	EN17080	System Cathodic Protection Improvements	244,914	3,510,000	On-Time	Pre-Design	
3	EN13016	SCADA Enterprise System (EN13016.03, 04)	8,452,599	15,803,331	On-time	Construction	
Totals			8,697,513	19,313,331			
Carbon Canyon Wastewater Regional Facility (CCWRF)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
4	EN17006	CCWRF Asset Management and Improvements	1,758,189	23,421,951	Recovery in Progress	Pre-Design	An updated baseline schedule will be created to reflect the added time during the peer review.
5	EN18036	CCWRF Asset Management and Improvements - Package III	105,316	2,420,000	On-time	Design	
6	EN18037	CCWRF Asset Management and Improvements - Package II	89,277	950,000	On-time	Design	
7	EN17051	CCWRF Valve Replacement	282,061	330,000	N/A	Warranty	
Totals			2,234,843	27,121,951			

Chino Desalter Authority (CDA)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
8	EN16021	TCE Plume Cleanup	12,537,379	17,294,171	Recovery in Progress	Design	There are currently issues concerning property acquisition that will affect the project timeline. It is possible that time can be made up in either the design or construction phase.
9	DL37141	CDA Structures Coating	263,845	265,000	N/A	Warranty	
		Totals	12,801,224	17,559,171			
Collections							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
10	EN23002	Philadelphia Lift Station Force Main Improvements	1,481	6,000,000	On-time	Consultant Contract Award	
11	EN18015	Collection System Upgrades 17/18	119,456	500,000	Recovery in Progress	Design	Due to the delay in the previous manhole project, the subject project has been delayed. The subject project is approximately eight months behind the TYCIP schedule. To mitigate delay to future manhole projects, the FY17/18 manhole project will be combined with the FY18/19 manhole project. The project schedule will be re-baselined once the construction contract is awarded
12	EN22002	Non-Reclaimable Wastewater East End Flowmeter Replacement	204,758	1,986,985	On-time	Design	
		Totals	325,695	8,486,985			
Groundwater Recharge							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
13	RW15003	Recharge Master Plan Update (RW15003.01,02,03,04,05,06)	2,768,752	154,941	On-time	Design	
14	RW15004	Lower Day Basin Improvements (RMPU PID 12)	466,617	4,008,000	On-time	Design	
15	EN13001	San Sevaine Basin Improvements	4,776,365	6,460,001	On-time	Construction	
16	EN17067	Declerz Monitoring Well Project	346,265	400,000	Behind Schedule	Construction	The driller was non-compliant with the near finished well. The contractor is needing more time to correct the cloudiness in the well. Additional well development is currently in progress to clear up the well. This is pushing the completion date by two more weeks. No recovery is possible.
17	RW15003.05	RP-3 Basin Improvements (Costs are in RW15003)	-	-	On-time	Construction	
18	EN14047	GWR and RW SCADA Control Upgrades	766,619	932,000	Behind Schedule	Project Acceptance	Since the project modifies programming screens and controllers, it is critical that the contractor completes their work without impacting IEUA's ability to connect and control the basins remotely. The contractor has been facing constant delays due to loss of support staff. They have made a strong commitment to complete the scope as contracted but with the request of extending the contract date. No recovery is possible, but staff will continue to monitor progress and provide any support to minimize further delays.
		Totals	9,124,619	11,954,942			
Headquarters							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
19	EN15008	Water Quality Laboratory	21,634,462	24,645,000	On-time	Construction	
20	EN18055	Headquarters Roofing Replacement	728,886	1,266,447	Behind Schedule	Construction	The inability of skylight manufacturer to meet the completion deadline is expected to add 12 weeks to project completion. The contractor is currently on schedule on all work items except the skylight procurement. Skylights are expected to arrive in August 2018.
21	EN16049	Conference Rooms Audio Visual Upgrades	1,381,049	1,391,477	N/A	Warranty	
		Totals	23,744,397	27,302,924			

IERCF							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
22	RA19002	IERCF Trommel Screen Improvements	9,719	1,600,000	On-time	Design	
		Totals	9,719	1,600,000			
Regional Water Recycling Plant No. 1 (RP-1)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
23	EN17077	SBLs Emergency Diversion	304,894	525,000	On-time	Project Evaluation	
24	EN17042	Digester 6 and 7 Roof Repairs	1,428,627	3,800,000	Recovery in Progress	Pre-Design	The addition of Digester No. 1 cleaning to the scope pushed out the start of Digester 6 or 7 cleaning. The lost time will be recovered during subsequent phases including detailed design and cleaning of Digester 7 with early mobilization.
25	EN24001	RP-1 Liquid Treatment Capacity Recovery	1,106,616	182,050,000	On-time	Pre-Design	
26	EN24002	RP-1 Solids Treatment Expansion	371,399	48,050,000	On-time	Pre-Design	
27	EN11039	RP-1 Disinfection Pump Improvements	966,180	5,660,367	Behind Schedule	Design	The project is currently behind schedule due to the delay in physically locating utilities in the field, value engineering needed to be complete in order to bring the project cost in-line with the budget, and the required SCADA migration coordination effort between the two projects. Currently, the 100% submittal is being reviewed internally and once the design is finalized the project will be placed on hold for several years as a result of recent emergency projects extending the life of the existing disinfection system.
28	EN14042	1158 Recycled Water Pump Station Upgrades	677,188	4,000,000	Recovery in Progress	Design	Additional scope items were identified during the 50% design phase which resulted in a contract amendment that adds time to the schedule. The project schedule will be re-baselined due to additional scope items as the project gets closer to construction. The project is confirmed to be on the 2018 Fundable Project List by SWRCB; however, if there is a delay in SRF loan and grant funding past the end of this calendar year, the project schedule will be further impacted.
29	EN15012.01	RP-1 Plant No. 2 Effluent Conveyance Improvements	-	-	On-time	Design	
30	EN17045	RP-1 Filter Valve Replacement	48,237	650,000	On-time	Design	
31	EN17082	Mechanical Restoration and Upgrades	454,363	1,515,000	Behind Schedule	Design	Due to the adjustment of scope by the Stakeholders, the project has negative float. The revised schedule completion of the final design is September 20, 2018. There is no recovery plan at this time, but the project will remain on schedule from this point forward.
32	EN18006	RP-1 Flare Improvements	298,334	5,340,000	Recovery in Progress	Design	The project is slightly behind schedule due to extensive effort applied during the pre-design phase searching of flare manufacturers who can meet the strict regulatory requirements set forth by South Coast Air Quality Management District. Schedule delay will be recovered during the detailed design phase.
33	EN18042	RP-1 Civil Restoration and Upgrades	83,825	600,000	On-time	Design	
34	EN15012	RP-1 Primary Effluent Conveyance Improvements	698,476	3,015,598	On-time	Bid and Award	
35	EN17044	RP-1 12 kV Switchgear and Generator Control Upgrades	322,776	1,500,000	Behind Schedule	Bid and Award	Staff have been negotiating the best and fair offer with the contractor. The project will be re-baselined after Board award in August 2018.
36	EN18039	Agency-Wide Light Pole Replacements and Upgrades	32,257	220,000	On-Time	Construction	
37	EN13048	RP-1 Power System Upgrades	784,691	1,599,000	On-time	Construction	
38	EN14019	RP-1 Headworks Primary and Secondary Upgrades	3,151,018	9,750,000	Recovery in Progress	Construction	The contractor has been given a 55-day non-compensable time extension for delays associated with MCC procurement. Once the contractor's revised schedule is approved, the schedule will be re-baselined.
39	EN16024	RP-1 Mixed Liquor Return Pumps	6,973,324	7,236,000	Recovery in Progress	Project Acceptance	The construction is complete and is in the project acceptance phase.
40	EN18040	RP-1 Maintenance Building HVAC Replacement	167,329	650,000	On-time	Construction	
41	EP17003	RP-1 Maintenance Building Training Room	404,540	425,000	On-time	Construction	
42	EN17059	RP-1 Iron Sponges Installation	501,574	600,000	N/A	Warranty	
		Totals	18,775,648	277,185,965			

Regional Water Recycling Plant No. 2 (RP-2)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
43	EN0000000035	RP-2 Grinder Installation	1,226	-	On-time	Construction	
		Totals	1,226	-			
Regional Water Recycling Plant No. 4 (RP-4)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
44	EN19010	RP-4 Influent Screen Replacement	6,023	3,040,000	On-time	Project Evaluation	
45	EN17043	RP4 Primary Clarifier Rehab	234,808	6,520,900	On-time	Pre-Design	
46	EN17110	RP-4 Process Improvements	2,829,875	17,281,763	On-time	Pre-Design	
47	EN18038	RP-4 Operations and Maintenance Building	71,230	450,000	On-time	Pre-Design	
48	EN17110.02	RP-4 Pilot Project Ammonia Control (Costs are in EN17110)	-	-	On-time	Design	
49	EN17110.01	RP-4 Trident Filters Rehabilitation and Replacement (Costs are in EN17110)	-	-	On-time	Construction	
50	EN14018	RP-4 Disinfection Facility Improvements	2,674,659	2,718,042	N/A	Warranty	
51	EN17110.03	RP-4 Aeration Basin Wall Repair (Costs are in EN17110)	-	-	N/A	Cancelled	
		Totals	5,816,595	30,010,705			
Regional Water Recycling Plant No. 5 (RP-5)							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
52	EN14043	RP-5 Recycled Water Pipeline Bottleneck	440,673	2,756,637	Recovery in Progress	Bid and Award	The project is more than 11 months behind schedule due to delays associated with establishing the SRF Loan/Grant Agreement. Current estimated date for securing the SRF Loan Agreement is November-December 2018. The project schedule will be re-baselined after construction contract award.
53	EN19001	RP-5 Expansion to 30 mgd	4,274,270	175,000,000	On-time	Design	
54	EN19006	RP-5 Biosolids Facility	3,610,954	165,000,000	On-time	Design	
55	EN18028	RP-5 Facilities Improvements	66,198	350,000	On-time	Construction	
56	EN11031	RP-5 Flow Equalization and Effluent Monitoring	2,058,034	3,397,200	Behind Schedule	Construction	The chemical pumps are experiencing signal interference. A Request for Deviation has been generated to add a remote I/O control panel at the Tertiary Chemical Facility. IEUA is working with the contractor on a non-compensable time extension.
57	PA17006	Agency-Wide Aeration (PA17006.02)	3,984,619	8,240,000	On-time	Construction	
		Totals	14,434,747	354,743,837			
Recycled Water							
No.	Project ID	Project Title	Total Expenditures thru 7/31/2018 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
58	EN15002	1158 Reservoir Site Cleanup	29,939	1,300,000	Recovery in Progress	Project Evaluation	Once Southern California Edison (SCE) provides a firm schedule, the project will be re-baselined to show the revised completion date. It is possible to recover some time lost when the consultant's scope of work is reduced due to the SCE completing the geotechnical investigation.
59	EN17041	Orchard Recycled Water Turnout Improvements	96,132	125,000	On-time	Design	
60	EN17049	Baseline RWPL Extension	375,748	4,950,000	On-time	Design	
61	WR15021	Napa Lateral	445,398	6,050,000	On-time	Design	
62	EN17039	8th St. Basin RW Turnout Discharge Retrofit	81,115	275,000	On-Time	Construction	
		Totals	1,028,332	12,700,000			
Overall Totals			96,689,666	787,454,811			

Attachment C

FY 17/18 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 7/31/2018	Date of Award	Status
NRWS									
1	EN18016.01	W.A. Rasic Construction	Francis and Bonview NRW 18" Line	NRWS	Paid by City	50,000	27,512	2/15/2018	Active
2	EN18016.03	KVAC	NRW Philadelphia Line	NRWS	N/A	24,400	21,131	4/26/2018	Active
Recycled Water									
3	EN18017.07	W.A. Rasic Construction	RW Pipeline Leak on Bickmore/SanAntonio	RW	TO-071	91,000	0	6/12/2018	Active
RP-1									
4	EN18019.12	W.A. Rasic Construction	RP-1 Daft 3 Beach Repair	RP-1	TO-070	7,100	10,361	5/10/2018	Active
5	EN18019.13	Ferreira Construction	RP-1 Hot Water Leak	RP-1	TO-028	15,911	6,814	5/30/2018	Active
					Totals	188,411	65,818		

FY 18/19 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 7/31/2018	Date of Award	Status
N/A									

July 2018 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						
Total						0