



AGENDA

MEETING OF THE BOARD OF DIRECTORS

**WEDNESDAY, SEPTEMBER 18, 2019
10:00 A.M.**

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

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

FLAG SALUTE

PUBLIC COMMENT

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

- Mr. Andrew Ng, Wastewater Treatment Plant Operator III, hired July 17, 2019, Operations & Maintenance – North.
- Mr. Emanuel Cardoso, Operations Supervisor, hired July 23, 2019, Operations & Maintenance – Chino Desalter.
- Ms. Lisa Dye, Manager of Human Resources, hired August 25, 2019, Human Resources.
- Mr. Matthew Solis, Laboratory Scientist I, hired August 25, 2019, Laboratory.

- Ms. Yvonne Lam, External Affairs Specialist I, hired September 3, 2019, External Affairs.
- Mr. William McDonnell, Environmental Resources Planner I, hired September 9, 2019, Planning & Environmental Compliance.

2. **PROMOTIONS/RECOGNITIONS**

Promotions:

- Ms. Elizabeth Hurst, Senior Environmental Resources Planner, promoted July 14, 2019, Planning & Environmental Compliance.
- Mr. Ryan Ward, Wastewater Treatment Plant Operator-in-Training, promoted July 28, 2019, Operations & Maintenance – South.
- Mr. Christopher Stull, Compost Operator, promoted August 11, 2019, Operations & Maintenance – Organics Management.

3. **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 August 21, 2019 Board meeting and the September 4, 2019 Board workshop/meeting.

B. **REPORT ON GENERAL DISBURSEMENTS** *(Fin/Admin)*

Staff recommends that the Board approve the total disbursements for the month of July 2019, in the amount of \$17,010,691.72.

C. **ADOPTION OF LOCAL INVESTMENT FUND, DEPOSITORY AGREEMENT, INVESTMENT, AND SIGNATORY RESOLUTIONS**

Staff recommends that the Board adopt the following Resolutions:

1. No. 2019-9-2, authorizing participation in the Local Agency Investment Fund (LAIF) and designating signatories for the deposit and withdrawal of funds;
2. No. 2019-9-3, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawals of funds;
3. No. 2019-9-4, authorizing and designating signatories for investment agreements, investment authorizations, and investment fund transfers to fund investment transactions; and

4. No. 2019-9-5, authorizing and designating signatories for transfer documents for the movement of funds and investment securities to safekeeping with a third-party Custodian.

D. ADOPTION OF RESOLUTION FOR THE USBR WATERSMART RECLAMATION AND REUSE RESEARCH UNDER THE TITLE XVI PROGRAM FOR FISCAL YEAR 2019: CHINO BASIN PROGRAM PRE-DESIGN

Staff recommends that the Board adopt Resolution No. 2019-9-6, authorizing the General Manager to enter into a financial assistance agreement with the USBR for the subject project.

E. SARCCUP SUB-GRANTEE AGREEMENT BETWEEN SAWPA AND IEUA (Eng/Ops/WR)

Staff recommends that the Board:

1. Approve the Sub-Grantee Agreement between SAWPA and IEUA; and
2. Authorize the General Manager to execute the Sub-Grantee Agreement, subject to non-substantive changes.

F. RESOLUTION 2019-9-1 CONTRIBUTING CAPACITY TO THE BRINE LINE LEASE CAPACITY POOL (Eng/Ops/WR) (Fin/Admin)

Staff recommends that the Board adopt Resolution No. 2019-9-1, committing an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity to the Inland Empire Brine Line Lease Capacity Pool.

G. RP-1 MECHANICAL RESTORATION AND IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR) (Fin/Admin)

Staff recommends that the Board:

1. Award a construction contract for the RP-1 Mechanical Restoration and Improvements Project to Kiewit Infrastructure West Co., in the amount of \$6,627,000;
2. Approve a contract amendment to Stantec Consulting Services Inc., for engineering services during construction for the not-to-exceed amount of \$430,000; and
3. Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes.

H. SAN BERNARDINO LIFT STATION IMPROVEMENTS CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR)

Staff recommends that the Board:

1. Award a construction contract for the San Bernardino Lift Station Facility Improvements, Project No. EN19041, to AToM Engineering Construction, Inc. in the amount of \$118,398; and

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

I. PROJECT MANAGEMENT DOCUMENTATION SYSTEM CONTRACT AWARD (Eng/Ops/WR) (Fin/Admin)
Staff recommends that the Board:

1. Approve a contract award to CIPO Cloud Software, LLC for support and services on the Project Management Documentation System (CIPO) for a not-to-exceed amount of \$718,500 for a term of seven years;
2. Approve a budget amendment in the amount of \$210,000 in the Regional Wastewater Improvement Fund; and
3. Authorize the General Manager to execute the contract and budget amendment, subject to non-substantive changes.

J. RP-1 FLARE IMPROVEMENTS CONSULTANT CONTRACT AMENDMENT (Eng/Ops/WR)
Staff recommends that the Board:

1. Approve the consulting contract amendment for the RP-1 Flare Improvements, Project No. EN18006, to Lee & Ro, Inc., for a not-to-exceed amount of \$76,524; and
2. Authorize the General Manager to execute the consulting engineering services amendment, subject to non-substantive changes.

K. FISCAL YEAR 2019/20 AMENDED ANNUAL AUDIT PLAN (Audit)
Staff recommends that the Board approve the Fiscal Year 2019/20 Annual Audit Plan Amendment to be consistent with the requirements of the IA Charter.

4. ACTION ITEMS

A. FISCAL YEAR 2018/19 CARRY FORWARD BUDGET AMENDMENT (Fin/Admin)
Staff recommends that the Board:

1. Approve the carry forward of open encumbrances and non-encumbered commitments related budgets from FY 2018/19 to FY 2019/20 and amend the budget in the amount of \$23,335,061; and
2. Approve an amendment to the FY 2019/20 budget for grant receipts in the amount of \$8,227,786.

- B. **ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA) BALLOT FOR REGION 9 BOARD ELECTION FOR THE 2020/21 TERM**
Staff recommends that the Board cast one vote either for the slate recommended by the Region 9 Nominating Committee or vote for individual region Board members.

5. **INFORMATION ITEMS**

- A. **ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)** *(Eng/Ops/WR)*
- B. **MWD UPDATE (ORAL)**
- C. **CBWM UPDATE (ORAL)**
- D. **SAWPA UPDATE (ORAL)**
- E. **CHINO BASIN PROGRAM UPDATE (ORAL)**
- F. **LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)** *(Eng/Ops/WR)*

RECEIVE AND FILE INFORMATION ITEMS

- G. **AMENDMENTS TO THE AGENCY RECORDS RETENTION SCHEDULE (WRITTEN)**
- H. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)** *(Fin/Admin)*
- I. **FISCAL YEARS 2018/19 FOURTH QUARTER BUDGET VARIANCE, PERFORMANCE GOAL UPDATES AND BUDGET TRANSFERS (WRITTEN/POWERPOINT)** *(Fin/Admin)*
- J. **INTERNAL AUDIT DEPARTMENT QUARTERLY STATUS REPORT FOR SEPTEMBER 2019 (WRITTEN)** *(Audit)*
- K. **REPORT OF OPEN AUDIT RECOMMENDATIONS AS OF SEPTEMBER 2019 (WRITTEN)** *(Audit)*
- L. **INTERNAL AUDIT DEPARTMENT STANDARD OPERATING PROCEDURES (SOPS) (WRITTEN)** *(Audit)*
- M. **AUDIT COMMITTEE CHARTER AND INTERNAL AUDIT DEPARTMENT CHARTER (WRITTEN)** *(Audit)*
- N. **WATER CONNECTION FEES (WCF): FOLLOW-UP AUDIT (WRITTEN)** *(Audit)*
- O. **WAREHOUSE ANNUAL PHYSICAL INVENTORY – INTERNAL AUDIT INVENTORY OBSERVATION REPORT (WRITTEN)** *(Audit)*

- P. **AGENCY VEHICLE OPERATIONAL AUDIT: REVIEW OF VEHICLE SECURITY PROCEDURES FOLLOW-UP (WRITTEN)** *(Audit)*
 - Q. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
 - R. **STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN)**
 - S. **FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
 - T. **CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)**
6. **AGENCY REPRESENTATIVES' REPORTS**
- A. **SAWPA REPORT (WRITTEN)**
September 3, 2019 Regular Commission meeting. The September 17, 2019 meeting agenda was not available at time of printing.
 - B. **MWD REPORT (WRITTEN)**
September 10, 2019 Board meeting.
 - C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (WRITTEN)**
The September 5, 2019 Regional Sewerage Program Policy Committee meeting was cancelled. The next meeting is scheduled for October 3, 2019.
 - D. **CHINO BASIN WATERMASTER REPORT**
The August 22, 2019 CBWM Board meeting was cancelled. The next meeting is scheduled for September 26, 2019.
 - E. **CHINO BASIN DESALTER AUTHORITY (WRITTEN)**
September 5, 2019 CDA Special Board meeting.
7. **GENERAL MANAGER'S REPORT (WRITTEN)**
8. **BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS**
9. **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.

10. CLOSED SESSION

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

1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
2. Spicer vs. W.A. Rasic Construction, Case No. CIVDS 1711812

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

1. TP-1 Outfall Line
Negotiating Parties: Acting Executive Manager of Engineering/AGM
Shaun Stone and Lewis Operating Corporation
Under Negotiation: Price and Terms of Purchase

C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Two Cases

D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

1. Manager of Internal Audit
2. Board Secretary/Office Manager
3. General Manager

10. ADJOURN

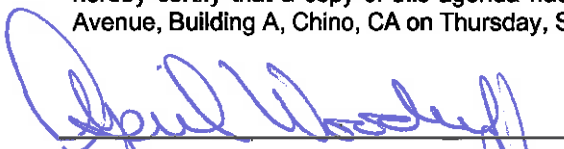
*A Municipal Water District

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: 

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, September 12, 2019.


April Woodruff

**CONSENT
CALENDAR
ITEM**

3A



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

**WEDNESDAY, AUGUST 21, 2019
10:00 A.M.**

DIRECTORS PRESENT:

Paul Hofer, President
Kati Parker, Secretary/Treasurer
Steven J. Elie

DIRECTORS ABSENT:

Jasmin Hall, Vice President
Michael Camacho

STAFF PRESENT:

Shivaji Deshmukh, General Manager
Randy Lee, Executive Manager of Operations/AGM
Shaun Stone, Acting Executive Manager of Engineering/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Jerry Burke, Deputy Manager of Engineering
Andy Campbell, Groundwater Recharge Coordinator/Hydrogeologist
Connie Campbell, Accounting Supervisor
Javier Chagoyen-Lazaro, Manager of Finance & Accounting
Carolyn Echavarria, Administrative Assistant II
Miriam Garcia, Office Assistant
Sharyl Heath, Accounting Technician
Jennifer Hy-Luk, Administrative Assistant II
Patricia Jackson, Senior Accounting Technician
Wanda Kling, Senior Accountant
Sylvie Lee, Manager of Planning & Environmental Resources
Suresh Malkani, Principal Accountant
Laura Mantilla, Executive Assistant
Karen McChristy, Accounting Technician
James McShane, Electrical & Instrumentation Technician III
Scott Oakden, Manager of Operations and Maintenance
Titilayo Olagunju, Senior Accountant
Cathleen Pieroni, Manager of Government Relations
Daniel Solorzano, Technology Specialist I
Sunny Sun, Accountant II
David Ta, Wastewater Treatment Plant Operator-in Training
Kenneth Tam, Senior Engineer
Christine Thompson, Accountant II
Wilson To, Technology Specialist II
Bill Tomlinson, Accountant II

STAFF PRESENT (continued):

Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Steve Corrington, MIH
Peter Hall, MIH
David Schroeder, Chino Basin Water Conservation District
Kristen Weger, Chino Basin Water Conservation District

A 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 Hofer called the meeting to order at 10:02 a.m. and led the Pledge of Allegiance to the flag. A quorum was present.

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

General Counsel Jean Cihigoyenette stated that Item 3J on the consent calendar (Increase the Number of Alternate Appointments on the Board) did not indicate how many alternates should be appointed in the board letter; however, he stated it was mentioned having three alternates per committee. He stated that the Board can approve the consent calendar subject to three alternates for each committee or the item can be pulled and discussed as an action item. The Board agreed to leave the item on the consent calendar and approved increasing the number of committee alternates to three.

NEW EMPLOYEE INTRODUCTIONS

Executive Manager of Operations/AGM Randy Lee introduced:

- Mr. David Ta, Wastewater Treatment Plant Operator-in Training, hired August 12, 2019, Operations & Maintenance – North.

General Manager Shivaji Deshmukh introduced:

- Ms. Miriam Garcia, Office Assistant, hired July 29, 2019, Agency Management.

The Board of Directors welcomed Mr. Ta and Ms. Garcia to the IEUA team.

PROMOTIONS

The following staff members were promoted:

- Mr. James McShane, Electrical & Instrumentation Technician III, promoted June 2, 2019, Operations and Maintenance – North.
- Kenneth Tam, Senior Engineer, promoted July 14, 2019, Planning & Environmental Compliance.

- Jennifer Hy-Luk, Administrative Assistant II, promoted August 11, 2019, Agency Management.

The Board of Directors congratulated Mr. McShane, Mr. Tam and Ms. Hy-Luk on their promotion.

CONSENT ITEMS

President Hofer asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion. There was no one desiring to do so.

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

M2019-8-2

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the June 19 and July 17, 2019 Board meetings.
- B. The Board approved the total disbursements for the month of June 2019, in the amount of \$19,764,929.64.
- C. The Board:
 1. Approved a consulting engineering services contract amendment for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., in the amount of \$517,494; and
 2. Authorized the General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes.
- D. The Board:
 1. Approved consultant services contract amendments for the following contracts for an aggregate amount of \$600,000; and
 - 4600002051 Wallace & Associates Consulting, Inc.
 - 4600002052 Carollo Engineers, Inc.
 - 4600002152 MWH Constructors
 - 4600002054 GK & Associates
 2. Authorized the General Manager to execute the contract amendments, subject to non-substantive changes.
- E. The Board:
 1. Approved a construction change order for the RP-1 Digester 6 Repairs, Project No. EN17042, to W.A. Rasic Construction, Inc., for the not-to-exceed amount of \$160,000; and
 2. Authorized the General Manager to execute the change order, subject to non-substantive changes.

Continued...

M2019-8-2, continued

F. The Board:

1. Ratified the emergency project approval for the RP-1 Digester Gas Repairs in the amount of \$111,600; and
2. Authorized the General Manager to execute the emergency task order, subject to non-substantive changes.

G. The Board:

1. Awarded Task Order No. 001 to Bucknam Infrastructure Group for a not-to-exceed amount of \$101,394; and
2. Authorized the General Manager to execute the task order, subject to non-substantive changes.

H. The Board:

1. Ratified Contract Amendment No. 4600002733-001 to Jeremy Harris Construction, Inc. for the Ely Basin Infiltration Restoration Services for \$280,500 and a not-to-exceed total contract value of \$529,050; and
2. Approved a budget amendment for FY 2018/19 Groundwater Recharge professional fees budget in the amount of \$280,500 to support the proposed cost of the Ely Basin cleaning.

I. The Board:

1. Ratified Contract Amendment No. 4600002713-002 with Jeremy Harris Construction, Inc. in the amount of \$89,443.28 for the RP-3 Basin Infiltration Restoration Services; and
2. Authorized the General Manager to execute the amendment.

J. The Board approved an increase in the number of appointed alternates to the Inland Empire Utilities Agency committees to three alternates per committee.

INFORMATION ITEMS

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES

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: RP-1 12 kV Switchgear and Generator Control Upgrades; HQ Driveway Improvements; RP-1 Headworks Sump Pump Redundancy; RSS Haven Avenue Repair and Replacement; RP-1 TP-1 Waste Wash Water Basin Pumps Replacement; and 1158 Reservoir Re-coating/Painting and Upgrades.

MWD UPDATE

Manager of Government Relations Cathleen Pieroni provided a brief update on Metropolitan Water District's (MWD) preliminary financial reports for fiscal year 2019. Ms. Pieroni reported that

revenues totaled \$1.525 million; lower than budget of \$1.731 million. Expenses totaled \$1.519 million; lower than budget of \$1.692 million. Ms. Pieroni reviewed the MWD water sales trends for treated and untreated water. Ms. Pieroni stated that on July 23, MWD held a Board workshop on its proposed Recycled Water Program. She discussed proposed phases to develop an advance water treatment facility in Carson and the estimated cost. A second workshop is expected in the fall to review the planning, agreements and financial considerations. Discussions ensued regarding cost and California regulations. General Manager Shivaji Deshmukh stated that staff will coordinate with MWD to provide a presentation to the IEUA Board with more details.

CBWM UPDATE

Mr. Deshmukh stated that after several Listening Sessions regarding the Optimum Basin Management Program update for 2020, parties are focused on defining the action plans and developing the engineers' estimates for those plans, which is expected to be completed in October.

SAWPA UPDATE

Senior Engineer Kenneth Tam reported that at the August 6, 2019 Commission meeting, Commissioners approved the submission of the North Orange County Stakeholders Integrated Regional Water Management Portfolio to the Department of Water Resources for Proposition 1 grant funding. The Commission also authorized the SAWPA General Manager to execute a new contract for the Regulatory Support Basin Monitoring Program Task Force/Middle Santa Ana River Pathogen Total Maximum Daily Loads (TMDL) Task Force and authorized the issuance of request for proposal to conduct feasibility analysis for weather modification or cloud seeding for the Santa Ana River Watershed. At the August 20 Commission meeting, a presentation was given by the U.S. Forest Service on the importance of forest and sub-watersheds in the San Bernardino National Forest and the Cleveland National Forests. They mentioned that they are working with the SAWPA Forest First Task Force to identify any potential projects for funding under Proposition 1. The Commission also held a public hearing and adopted the updated Brine Line Sewer System Management Plan. Additionally, they added an agenda item to consider a formal position regarding Senate Bill No. 1, which protects California from any federal rollbacks from environmental regulations. Discussion ensued regarding cloud seeding. Director Parker recommended having someone from MWD give a presentation on cloud seeding to the Board.

CHINO BASIN PROGRAM UPDATE

Manager of Planning & Environmental Resources Sylvie Lee stated that the next Chino Basin Program Ad Hoc meeting is scheduled on August 26, 2019. The Agency is working with the member agencies on the items noted in the joint letter from the member agencies dated July 11, 2019. A couple of workshops have been scheduled to focus on the water sources and the benefit analysis. IEUA asked member agencies to participate in a subgroup to provide input on assumptions and alternatives on the economic evaluation.

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

TREASURER'S REPORT OF FINANCIAL AFFAIRS

PUBLIC OUTREACH AND COMMUNICATION

STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS

FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

Director Parker had no additional comments.

MWD REPORT

There was nothing further to report

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

General Manager Deshmukh stated that an update was provided by staff on Asset Management.

CHINO BASIN WATERMASTER REPORT

Director Elie stated that at the July 25, 2019, Board meeting, CBWM presented a proclamation of gratitude for the late James Erickson.

CHINO BASIN DESALTER AUTHORITY REPORT

There was nothing further to report.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

President Hofer stated that the next meeting is in November.

GENERAL MANAGER'S REPORT

- Mr. Deshmukh announced that for the 20th consecutive year the Agency was awarded the distinguished Certificate of Achievement for Excellence in Financial Reporting award by the Government Finance Officers Association for its comprehensive annual financial report for Fiscal Year 2017/2018. Mr. Deshmukh recognized the team which included: Javier Chagoyen-Lazaro, Suresh Malkani, Connie Campbell, Wanda Kling, Titi Olagunju, Sunny Sun, Carolyn Echavarria, Bill Tomlinson, Pat Jackson, Donna Springer, Karen McChristy, Sharyl Heath, and Christine Thompson. The Board complimented and congratulated the team.
- Mr. Deshmukh stated that staff had updated the Board on the evaluation of potentially reducing the Agency's service providers to take advantage of the savings for the deferred compensation plan participants. The next steps involve a request for proposal for service providers. The Agency created an evaluation team and an administrative committee that will evaluate the proposals, interview the top firms and select a provider in November.
- Mr. Deshmukh informed the Board of the Leadership Breakfast, hosted by IEUA on September 24, 2019. He stated that Ms. Karla Nemeth, Director from the Department of Water Resources will be the keynote speaker.

BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no requested future agenda items.

DIRECTORS' COMMENTS

- Director Elie stated he attended the Chino Valley Business Awards & Recognitions Dinner on July 18; the Southern California Water Coalition Quarterly Luncheon on July 19; the Chino Police Chief Karen Comstock Walk of Honor and Ceremony on July 25; the 13th Annual San Bernardino County Water Conference on August 9. Director Elie noted he would like involved on the panel for this event; the Chino Hills Council meeting on August 13; and the Chino Valley Independent Fire District Board of Directors meeting on August 14.

- Director Parker stated she attended the IEUA Service Awards Luncheon on July 17 and the Women in Water Inaugural Meeting on July 24.

CLOSED SESSION

The Board went into Closed Session at 10:58 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)4 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One case ; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)2 – CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION: Two Cases.

The meeting resumed at 12:03 p.m., and General Counsel Jean Cihigoyenatche stated that the below-mentioned matters were discussed in Closed Session, and the Board with Director Camacho and Director Hall absent, took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

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

The Board did not discuss.

Regarding Conference with Legal Counsel – Anticipated Litigation:

Case #1

The Board took no reportable action.

Regarding Conference with Legal Counsel – Potential Litigation:

Case #1

The Board took no reportable action.

Regarding Conference with Legal Counsel – Potential Litigation:

Case #2

The Board took no reportable action.

With no further business, President Hofer adjourned the meeting at 12:04 p.m.

Kati Parker, Secretary/Treasurer

APPROVED: SEPTEMBER 18, 2019



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

**WEDNESDAY, SEPTEMBER 4, 2019
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

Michael Camacho
Steven J. Elie

STAFF PRESENT:

Shivaji Deshmukh, General Manager
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Shaun Stone, Acting Executive Manager of Engineering/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Andrea Carruthers, Manager of External Affairs
Javier Chagoyen-Lazaro, Manager of Finance & Accounting
Stephanie Chancellor, External Affairs Analyst
Elizabeth Hurst, Senior Environmental Resources Planner
Sylvie Lee, Manager of Planning & Environmental Resources
Jason Marseilles, Senior Engineer
John Scherck, Senior Project Manager
Daniel Solorzano, Technology Specialist I
Wilson To, Technology Specialist II
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Ryder Todd Smith, Tripepi Smith & Associates
Melanie James, Tripepi Smith & Associates

A workshop/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 Hofer called the meeting to order at 10:00 a.m. and led the pledge of allegiance to the flag. A quorum was present.

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

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

WORKSHOP

IEUA WEBSITE REDESIGN UPDATE

President Ryder Smith from Tripepi Smith & Associates gave an update on the IEUA Website Redesign Project. Mr. Smith discussed some of the enhancements which includes: a full screen and a functioning slider that can act as a video portal or standing image; simplifying and categorizing the menu dropdown function for efficiency; website transparency; user-friendly functionality; implementing Section 508 Regulations; and the Google translation feature. Mr. Smith presented two design mockups. Discussion ensued regarding the layout of the website.

RP-5 EXPANSION PROJECT CONSTRUCTION COST WORKSHOP

Acting Executive Manager of Engineering/AGM Shaun Stone provided a PowerPoint update on the RP-5 Expansion Project. Mr. Stone explained that the original construction cost estimate was \$245 million which has increased to \$282 million due to the competitive construction labor market and potential overtime required to meet the current schedule. Therefore, the project budget increased from \$325 million to \$360 million; currently the Agency budget is \$340 million. Mr. Stone explained that the value engineering options were evaluated to potentially reduce construction cost and noted the impacts to the project schedule and operations and maintenance. Mr. Stone stated that staff recommends to not modify the design and wait for the bidding results and adjust the budget if necessary. He stated that the Agency will discuss the finalized project, schedule and financing plan at the October Board workshop.

DIRECTORS' COMMENTS

There were no comments from the Board of Directors.

CLOSED SESSION

General Counsel Jean Cihigoyenette recommended that closed session be deferred to the next meeting due to not having the full Board present. The Board concurred.

With no further business, President Hofer adjourned the meeting at 11:07 a.m.

Kati Parker, Secretary/Treasurer

APPROVED: SEPTEMBER 18, 2019

**CONSENT
CALENDAR
ITEM**

3B

Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Finance & Administration

09/11/19

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

Subject: Report on General Disbursements

Executive Summary:

Total disbursements for the month of July 2019 were \$17,010,691.72. Disbursement activity included check payments of \$4,275,869.76 to vendors and \$5,038.82 for worker's compensation related costs. Electronic payments included Automated Clearing House (ACH) of \$2,519,054.21 and wire transfers (excluding payroll) of \$8,660,871.82. Total payroll was \$1,543,038.73 for employees and \$6,818.38 for the Board of Directors.

Staff's Recommendation:

Approve the total disbursements for the month of July 2019, in the amount of \$17,010,691.72.

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:

On August 21, 2019 the Board of Directors approved the June 2019 Report on General Disbursements totaling \$19,764,929.64.

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

Attachment 1 - 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	\$ 4,275,869.76
2B	Workers' Comp Checks	\$ 5,038.82
2C	Vendor ACHs	\$ 2,519,054.21
2D	Vendor Wires (excludes Payroll)	\$ 8,660,871.82
2E	Payroll-Net Pay-Directors	\$ 6,818.38
2F	Payroll-Net Pay-Employees	\$ 1,543,038.73
Total Disbursements		\$17,010,691.72

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

Vendor	Amount	Description
MWD	\$ 3,366,754.22	May 2019 Water Purchases
CALPERS	\$ 3,042,056.00	CalPERS Retirement Unfunded Liability
SO CAL EDISON	\$ 737,448.00	5/1/19 – 7/1/19 Electricity
COUNTY SANITATION DISTRICTS OF LA COUNTY	\$ 914,519.32	Past 4R's-SRF Note Payable Installment #6 of 6.
PERS	\$ 691,546.41	07/19 Health Ins / P/R 14, 15 Def Comp
IRS	\$ 661,902.40	P/R 14, 15: Dir 07 Payroll Taxes

Attachment 2A

Vendor Checks

Bank		CEB 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
229268	2200100375	07/03/2019	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	07/09/2019
229269	2200100412	07/03/2019	USD	1,207.50	AFTERS SPECIAL EVENTS LLC CORONA CA	07/29/2019
229270	2200100340	07/03/2019	USD	108.21	AGILENT TECHNOLOGIES INC LOS ANGELES CA	07/08/2019
229271	2200100323	07/03/2019	USD	165.48	AIRGAS WEST INC PASADENA CA	07/08/2019
229272	2200100376	07/03/2019	USD	12,675.88	ALLIED UNIVERSAL SECURITY SERV/PASADENA CA	07/08/2019
229273	2200100328	07/03/2019	USD	919.44	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	07/09/2019
229274	2200100335	07/03/2019	USD	255.00	ARMA INTERNATIONAL DALLAS TX	08/12/2019
229275	2200100379	07/03/2019	USD	247.83	ASAP INDUSTRIAL SUPPLY FONTANA CA	07/09/2019
229276	2200100387	07/03/2019	USD	31,523.50	ATKINSON, ANDELSON, LOYA, CERRITOS CA	07/10/2019
229277	2200100389	07/03/2019	USD	17,339.00	BRIGHTVIEW LANDSCAPE SERVICES PASADENA CA	07/08/2019
229278	2200100413	07/03/2019	USD	4,362.39	BURRTEC WASTE INDUSTRIES INC FONTANA CA	07/09/2019
229279	2200100334	07/03/2019	USD	729.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	07/11/2019
229280	2200100312	07/03/2019	USD	6,125.31	CALITROL INC LOS ANGELES CA	07/08/2019
229281	2200100423	07/03/2019	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	07/09/2019
229282	2200100332	07/03/2019	USD	23,786.86	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	07/09/2019
229283	2200100352	07/03/2019	USD	479.38	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	07/12/2019
229284	2200100368	07/03/2019	USD	3,368.27	CINTAS CORPORATION LOC#150 PHOENIX AZ	07/09/2019
229285	2200100421	07/03/2019	USD	394.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	07/09/2019
229286	2200100333	07/03/2019	USD	6,420.00	CITY OF RANCHO CUCAMONGA RANCHO CUCAMONGA CA	07/11/2019
229287	2200100384	07/03/2019	USD	15,875.80	CIVIC PUBLICATIONS INC LA VERNE CA	07/11/2019
229288	2200100381	07/03/2019	USD	2,600.00	CODESP HUNTINGTON BEACH CA	07/24/2019
229289	2200100372	07/03/2019	USD	356.50	CONCENIRA MEDICAL CENTERS RANCHO CUCAMONGA CA	07/11/2019
229290	2200100365	07/03/2019	USD	1,514.44	CONTROLLED MOTION SOLUTIONS INSANIA ANA CA	07/09/2019
229291	2200100330	07/03/2019	USD	2,364.39	ENTENMANN-ROVIN CO LOS ANGELES CA	07/10/2019
229292	2200100348	07/03/2019	USD	754.25	ENVIRONMENTAL SYSTEMS RESEARCH/LOS ANGELES CA	07/08/2019
229293	2200100385	07/03/2019	USD	5,105.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	07/09/2019
229294	2200100347	07/03/2019	USD	5,537.50	EXTITI INC BELL CANYON CA	07/15/2019
229295	2200100314	07/03/2019	USD	1,666.65	FISHER SCIENTIFIC LOS ANGELES CA	07/08/2019
229296	2200100331	07/03/2019	USD	1,265.00	FLUID COMPONENTS INTERNATIONALSAN MARCOS CA	07/09/2019
229297	2200100391	07/03/2019	USD	1,718.75	FONTANA UNIFIED SCHOOL DISTRICTFONTANA CA	07/17/2019
229298	2200100414	07/03/2019	USD	1,401.79	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	07/11/2019
229299	2200100383	07/03/2019	USD	20,711.74	GHD PASADENA CA	07/09/2019
229300	2200100325	07/03/2019	USD	150.00	GOVERNMENT FINANCE OFFICERS ASCHICAGO IL	07/29/2019
229301	2200100324	07/03/2019	USD	3,176.94	GRANGER PALATINE IL	07/09/2019
229302	2200100370	07/03/2019	USD	1,353.51	GRISWOLD INDUSTRIES COSTA MESA CA	07/10/2019
229303	2200100411	07/03/2019	USD	19,800.00	HAZEN AND SAWYER NEW YORK NY	07/16/2019
229304	2200100418	07/03/2019	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	07/05/2019
229305	2200100374	07/03/2019	USD	1,194.85	JB'S POOLS & PONDS INC UPLAND CA	07/08/2019
229306	2200100395	07/03/2019	USD	1,413.29	MANAGED MOBILE INC PLACENTIA CA	07/08/2019
229307	2200100338	07/03/2019	USD	5,400.00	MBC AQUATIC SCIENCES INC COSTA MESA CA	07/09/2019
229308	2200100362	07/03/2019	USD	2,000.00	MONIE VISTA WATER DISTRICT MONICLAIR CA	07/25/2019
229309	2200100350	07/03/2019	USD	50,000.00	NATIONAL WATER RESEARCH INSTITIFOUNTAIN VALLEY CA	07/09/2019
229310	2200100329	07/03/2019	USD	2,446.43	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	07/09/2019
229311	2200100396	07/03/2019	USD	3,162.76	PACIFIC COURIERS INC EL MONTE CA	07/09/2019

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
Check						
Check number from to	Payment	Prnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
229312	2200100353	07/03/2019	USD	377.75	PANTHER PROTECTION ORANGE CA	07/09/2019
229313	2200100407	07/03/2019	USD	3,960.00	PHOENIX BUSINESS CONSULTING SARASOTA FL	07/16/2019
229314	2200100424	07/03/2019	USD	194.18	POESKE, MATTHEW CHINO HILLS CA	07/09/2019
229315	2200100355	07/03/2019	USD	8,743.28	PONTON INDUSTRIES INC YORBA LINDA CA	07/15/2019
229316	2200100343	07/03/2019	USD	8,820.00	POWER SYSTEMS SERVICES INC CHINO CA	07/11/2019
229317	2200100403	07/03/2019	USD	18,241.00	PRO-CRAFT CONSTRUCTION INC REDLANDS CA	07/09/2019
229318	2200100349	07/03/2019	USD	6,151.80	PSOMAS LOS ANGELES CA	07/08/2019
229319	2200100404	07/03/2019	USD	806.20	QUINN COMPANY LOS ANGELES CA	07/08/2019
229320	2200100313	07/03/2019	USD	905.07	REM LOCK & KEY ONTARIO CA	07/10/2019
229321	2200100380	07/03/2019	USD	1,485.45	RDO TRUST # 80-5800 LAKESIDE CA	07/08/2019
229322	2200100344	07/03/2019	USD	418.94	RED WING BUSINESS ADVANTAGE DALLAS TX	07/10/2019
229323	2200100317	07/03/2019	USD	2,812.50	RMA GROUP RANCHO CUCAMONGA CA	07/10/2019
229324	2200100359	07/03/2019	USD	14,601.95	RMC WATER AND ENVIRONMENT BOSTON MA	07/10/2019
229325	2200100360	07/03/2019	USD	200.00	SAFETY MANAGEMENT SYSTEMS IRVINE CA	07/09/2019
229326	2200100346	07/03/2019	USD	11,300.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	07/17/2019
229327	2200100378	07/03/2019	USD	455.22	SAN BERNARDINO CITY SCHOOL DISSAN BERNARDINO CA	07/11/2019
229328	2200100373	07/03/2019	USD	100.00	SCFMA-HR ANAHEIM CA	07/30/2019
229329	2200100327	07/03/2019	USD	557.42	SOUTH COAST AQMD DIAMOND BAR CA	07/11/2019
229330	2200100319	07/03/2019	USD	218.00	SOUTHWEST ALARM SERVICE UPLAND CA	07/09/2019
229331	2200100363	07/03/2019	USD	6,350.50	STANTEC CONSULTING INC CHICAGO IL	07/08/2019
229332	2200100390	07/03/2019	USD	3,295.00	STATEWIDE TRAFFIC SAFETY AND SPASADENA CA	07/08/2019
229333	2200100425	07/03/2019	USD	103.85	TAYLOR, YVONNE CHINO HILLS CA	07/08/2019
229334	2200100406	07/03/2019	USD	7,697.00	THE SOLIS GROUP PASADENA CA	07/15/2019
229335	2200100426	07/03/2019			voided by DSPRINGE - Printed incorrectly	07/03/2019
229336	2200100398	07/03/2019	USD	7,800.00	TONY PAINTING GARDEN GROVE CA	07/08/2019
229337	2200100369	07/03/2019	USD	28,055.46	U S BANK ST LOUIS MO	07/12/2019
229338	2200100320	07/03/2019	USD	988.79	UNDERGROUND SERVICE ALERT/SC CORONA CA	07/12/2019
229339	2200100367	07/03/2019	USD	13,913.35	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	07/08/2019
229340	2200100339	07/03/2019	USD	4,186.76	WASTE MANAGEMENT OF LOS ANGELES CA	07/09/2019
229341	2200100358	07/03/2019	USD	312.02	WORLDWIDE EXPRESS ALBANY NY	07/16/2019
229342	2200100408	07/03/2019	USD	22,220.00	YASINSKI & JONES LLP PASADENA CA	07/17/2019
229343	2200100428	07/03/2019	USD	322.62	THOMPSON, CHRISTINE CHINO HILLS CA	07/08/2019
229344	2200100438	07/09/2019	USD	53,192.96	SO CALIF EDISON ROSEMEAD CA	07/15/2019
229345	2200100458	07/11/2019	USD	763.95	AGILENT TECHNOLOGIES INC LOS ANGELES CA	07/15/2019
229346	2200100447	07/11/2019	USD	286.38	AIRGAS WEST INC PASADENA CA	07/15/2019
229347	2200100489	07/11/2019	USD	450.00	ALISON LOUKEH & ASSOCIATES RIVERSIDE CA	07/15/2019
229348	2200100506	07/11/2019	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS TX	07/19/2019
229349	2200100453	07/11/2019	USD	750.00	AMETEK BROOKFIELD BOSTON MA	07/15/2019
229350	2200100452	07/11/2019	USD	2,043.20	APPLEBONE EMPLOYMENT SERVICES GLENDALE CA	07/17/2019
229351	2200100446	07/11/2019	USD	781.13	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	07/15/2019
229352	2200100479	07/11/2019	USD	986.47	ASAP INDUSTRIAL SUPPLY FONTANA CA	07/16/2019
229353	2200100464	07/11/2019	USD	30.00	ASBCSD HESPERIA CA	07/18/2019
229354	2200100486	07/11/2019	USD	2,080.00	BRIGHTVIEW LANDSCAPE SERVICES PASADENA CA	07/15/2019
229355	2200100444	07/11/2019	USD	89,340.65	BROWN AND CALDWELL SAN FRANCISCO CA	07/16/2019

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
229356	2200100475	07/11/2019	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	07/17/2019
229357	2200100509	07/11/2019	USD	9.65	CAMBIASO, PIEIRO CHINO HILLS CA	07/15/2019
229358	2200100488	07/11/2019	USD	1,207.50	CAMET RESEARCH, INC. GOLETA CA	08/01/2019
229359	2200100476	07/11/2019	USD	27,661.00	CARRIER CORPORATION CHICAGO IL	07/17/2019
229360	2200100465	07/11/2019	USD	50.00	CHAFFEY JOINT UNION SCHOOL DISONTARIO CA	08/13/2019
229361	2200100455	07/11/2019	USD	1,035.00	CHINO BASIN WATER CONSERVATIONMONTCLAIR CA	07/16/2019
229362	2200100474	07/11/2019	USD	3,380.59	CINTAS CORPORATION LOC#150 PHOENIX AZ	07/19/2019
229363	2200100498	07/11/2019	USD	1,419.58	CITY OF CHINO CHINO CA	07/15/2019
229364	2200100454	07/11/2019	USD	59.00	CITY OF RANCHO CUCAMONGA RANCHO CUCAMONGA CA	07/22/2019
229365	2200100482	07/11/2019	USD	9,839.00	CIVIC PUBLICATIONS INC LA VERNE CA	07/16/2019
229366	2200100483	07/11/2019			voided by KMCCHRIS - Printed incorrectly	07/11/2019
229367	2200100463	07/11/2019	USD	180.00	COSTCO WHOLESALE MEMBERSHIP SEATTLE WA	07/19/2019
229368	2200100500	07/11/2019	USD	300.54	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	07/16/2019
229369	2200100449	07/11/2019	USD	485.78	CUCAMONGA VALLEY WATER DISTRICTRANCHO CUCAMONGA CA	07/24/2019
229370	2200100478	07/11/2019	USD	600.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	07/15/2019
229371	2200100468	07/11/2019	USD	780.00	DMC-DOCUMENT & MICROFILM CONVECORONA CA	08/08/2019
229372	2200100492	07/11/2019	USD	9,142.46	DORGAN LEGAL SERVICES LLP PASADENA CA	07/16/2019
229373	2200100477	07/11/2019	USD	17,010.00	ENEL X NORTH AMERICA INC BOSTON MA	07/29/2019
229374	2200100485	07/11/2019	USD	390.00	ENVIRONMENTAL SCIENCE ASSOCIATELTK GROVE IL	07/16/2019
229375	2200100484	07/11/2019	USD	19,809.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	07/16/2019
229376	2200100462	07/11/2019	USD	250.35	EXPRESS PIPE & SUPPLY INC ANAHEIM CA	07/15/2019
229377	2200100490	07/11/2019	USD	220.00	FIREHAWK FIRE & SAFETY ESCONDIDO CA	07/22/2019
229378	2200100487	07/11/2019	USD	552.50	FONTANA UNIFIED SCHOOL DISTRICTFONTANA CA	07/22/2019
229379	2200100503	07/11/2019	USD	874.47	FONTANA WATER COMPANY FONTANA CA	07/17/2019
229380	2200100505	07/11/2019	USD	3,172.09	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	07/18/2019
229381	2200100495	07/11/2019	USD	663.52	GARRATT CALLAHAN COMPANY BURLINGAME CA	07/16/2019
229382	2200100473	07/11/2019	USD	673.75	GEI CONSULTANTS INC BOSTON MA	07/16/2019
229383	2200100448	07/11/2019	USD	5,703.61	GRAINGER PALATINE IL	07/16/2019
229384	2200100496	07/11/2019	USD	3,865.88	HAL HAYS CONSTRUCTION INC RIVERSIDE CA	07/16/2019
229385	2200100445	07/11/2019	USD	1,105.13	J L WINGERT CO GARDEN GROVE CA	07/16/2019
229386	2200100480	07/11/2019	USD	532.21	KIM'S MASTER AUTO REPAIR CHINO CA	07/23/2019
229387	2200100497	07/11/2019	USD	154.84	LA POLICE GEAR INC VALENCIA CA	07/22/2019
229388	2200100504	07/11/2019	USD	855.61	LEVEL 3 COMMUNICATIONS LLC DENVER CO	07/16/2019
229389	2200100451	07/11/2019	USD	211.19	MAJESTIC TROPHY CO ONTARIO CA	07/19/2019
229390	2200100459	07/11/2019	USD	423.23	MIDPOINT BEARING ONTARIO CA	07/15/2019
229391	2200100467	07/11/2019	USD	225.48	MINUTEMAN PRESS RANCHO CUCAMONGA CA	07/17/2019
229392	2200100512	07/11/2019	USD	190.00	NASHED, KIROLS CHINO HILLS CA	08/12/2019
229393	2200100493	07/11/2019	USD	1,000.00	NATIONAL CENTER FOR CIVIC INNNEW YORK NY	07/19/2019
229394	2200100508	07/11/2019	USD	290.83	NWANKIDU, ANGELA CHINO HILLS CA	07/16/2019
229395	2200100499	07/11/2019	USD	304.00	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	07/15/2019
229396	2200100507	07/11/2019	USD	205.38	PERS LONG TERM CARE PROGRAM PASADENA CA	07/16/2019
229397	2200100450	07/11/2019	USD	445.46	PHELPS INDUSTRIAL PRODUCTS INCCLAUREL MD	07/16/2019
229398	2200100510	07/11/2019	USD	208.49	RECINTO, SARAH CHINO HILLS CA	08/05/2019
229399	2200100461	07/11/2019	USD	174.54	RED WING BUSINESS ADVANTAGE DALLAS TX	07/15/2019

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	
229400	2200100469	07/11/2019	USD	209.40	SAM'S CLUB/SYNCHRONY BANK ATLANTA GA	07/17/2019	
229401	2200100466	07/11/2019			voided by KMOCHRIS - Check not needed	07/11/2019	
229402	2200100457	07/11/2019	USD	349.00	SKILLPATH SEMINARS KANSAS CITY MO	07/16/2019	
229403	2200100501	07/11/2019	USD	216,748.74	SO CALIF EDISON ROSEMEAD CA	07/15/2019	
229404	2200100502	07/11/2019	USD	4,510.67	SO CALIF GAS MONTEREY PARK CA	07/17/2019	
229405	2200100456	07/11/2019	USD	4,632.00	TELEDYNE INSTRUMENTS INC CHICAGO IL	07/16/2019	
229406	2200100511	07/11/2019	USD	150.42	TILLERY, IAN CHINO HILLS CA	07/22/2019	
229407	2200100491	07/11/2019	USD	22,030.00	TONY PAINTING GARDEN GROVE CA	07/17/2019	
229408	2200100460	07/11/2019	USD	4,684.54	U S BANK NA ST PAUL MN	08/07/2019	
229409	2200100472	07/11/2019	USD	3,000.00	UNIVERSITY OF CALIFORNIA RIVERRIVERSIDE CA	07/19/2019	
229410	2200100470	07/11/2019	USD	94.82	URIMAGE BLOOMINGTON CA	07/17/2019	
229411	2200100481	07/11/2019	USD	415.00	VISSER BUS SERVICES INC RANCHO CUCAMONGA CA	07/17/2019	
229412	2200100494	07/11/2019	USD	9,056.00	VISTAGE WORLDWIDE INC LOS ANGELES CA	07/15/2019	
229413	2200100471	07/11/2019	USD	4,640.52	ZONES CORPORATE SOLUTIONS SEATTLE WA	07/16/2019	
229414	2200100544	07/11/2019	USD	50,367.10	CONSERV CONSTRUCTION INC MENIFEE CA	07/17/2019	
229415	2200100623	07/18/2019	USD	698.22	AGILENT TECHNOLOGIES INC LOS ANGELES CA	07/22/2019	
229416	2200100615	07/18/2019	USD	940.28	AIRGAS WEST INC PASADENA CA	07/22/2019	
229417	2200100638	07/18/2019	USD	397,440.00	ALLIANT INSURANCE SERVICES INCPASADENA CA	07/25/2019	
229418	2200100618	07/18/2019	USD	4,805.23	ANALYTICAL TECHNOLOGY INC COLLEGEVILLE PA	07/23/2019	
229419	2200100644	07/18/2019	USD	322.42	AQUA-AEROBIC SYSTEMS INC LOVES PARK IL	07/23/2019	
229420	2200100692	07/18/2019	USD	58.77	ARAMBULA, ELANCA CHINO HILLS CA	08/06/2019	
229421	2200100660	07/18/2019	USD	3,630.98	BANNER BANK CARLSBAD CA	07/23/2019	
229422	2200100650	07/18/2019	USD	762.34	BERLIN PACKAGING LLC CHICAGO IL	07/22/2019	
229423	2200100645	07/18/2019	USD	179,716.25	BIG SKY ELECTRIC INC UPLAND CA	07/26/2019	
229424	2200100604	07/18/2019	USD	149.00	BRENNER-FIEDLER & ASSOCIATES, RIVERSIDE CA	07/23/2019	
229425	2200100680	07/18/2019	USD	5,229.57	BURRTEC WASTE INDUSTRIES INC FONTANA CA	07/24/2019	
229426	2200100656	07/18/2019	USD	19,072.09	BUSINESS CARD WILMINGTON DE	07/25/2019	
229427	2200100639	07/18/2019	USD	735.00	CALIFORNIA AIR RESOURCES BOARDSACRAMENTO CA	07/30/2019	
229428	2200100624	07/18/2019	USD	670.52	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	07/23/2019	
229429	2200100605	07/18/2019	USD	561.33	CALITROL INC LOS ANGELES CA	07/22/2019	
229430	2200100694	07/18/2019	USD	173.04	CAMACHO, MICHAEL CHINO HILLS CA	08/06/2019	
229431	2200100653	07/18/2019	USD	1,207.50	CAMET RESEARCH, INC. GOLETA CA	08/01/2019	
229432	2200100689	07/18/2019	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	07/23/2019	
229433	2200100622	07/18/2019	USD	1,450.00	CHINO BASIN WATER CONSERVATIONMONICLAIR CA	07/25/2019	
229434	2200100632	07/18/2019	USD	601.04	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	07/24/2019	
229435	2200100641	07/18/2019	USD	1,595.28	CINTAS CORPORATION LOCH#150 PHOENIX AZ	07/25/2019	
229436	2200100631	07/18/2019	USD	946.92	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	07/23/2019	
229437	2200100687	07/18/2019	USD	394.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	07/24/2019	
229438	2200100674	07/18/2019	USD	352.57	CITY OF CHINO CHINO CA	07/22/2019	
229439	2200100619	07/18/2019	USD	269,401.19	CITY OF FONTANA FONTANA CA	07/26/2019	
229440	2200100652	07/18/2019	USD	6,849.50	CIVILTEC ENGINEERING, INC. MONROVIA CA	07/23/2019	
229441	2200100673	07/18/2019	USD	1,000.00	COALITION ACCREDITED LABORATORPAPADENA CA	07/23/2019	
229442	2200100685	07/18/2019	USD	334.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	07/23/2019	
229443	2200100643	07/18/2019	USD	496.50	CONCENIRA MEDICAL CENTERS RANCHO CUCAMONGA CA	07/26/2019	

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

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
229444	2200100683	07/18/2019	USD	102.76	COURT ORDERED DEBT COLLECTIONSRANCHO CORDOVA CA	07/30/2019
229445	2200100663	07/18/2019	USD	11,780.00	CSI SERVICES INC SANTA CLARITA CA	07/25/2019
229446	2200100676	07/18/2019	USD	156.21	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	07/23/2019
229447	2200100621	07/18/2019	USD	35,709.36	DELL MARKETING L P PASADENA CA	07/25/2019
229448	2200100633	07/18/2019	USD	64.66	DESERT PUMPS AND PARTS INC BELLA VISTA AR	07/23/2019
229449	2200100627	07/18/2019	USD	3,000.00	DMC-DOCUMENT & MICROFILM CONVECORONA CA	08/08/2019
229450	2200100629	07/18/2019	USD	3,469.89	E Z PARTY RENTALS POMONA CA	07/23/2019
229451	2200100648	07/18/2019	USD	2,710.53	ENVIRONMENTAL SCIENCE ASSOCIATELK GROVE IL	07/24/2019
229452	2200100647	07/18/2019	USD	6,670.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	07/23/2019
229453	2200100688	07/18/2019	USD	2,251.83	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	07/24/2019
229454	2200100608	07/18/2019	USD	2,748.15	FISHER SCIENTIFIC LOS ANGELES CA	07/22/2019
229455	2200100681	07/18/2019	USD	2,425.32	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	07/24/2019
229456	2200100640	07/18/2019	USD	76,953.71	GEI CONSULTANTS INC BOSTON MA	07/26/2019
229457	2200100646	07/18/2019	USD	64,834.82	GHD PASADENA CA	07/25/2019
229458	2200100665	07/18/2019	USD	5,909.60	GLASDON INC SANDSTON VA	07/24/2019
229459	2200100634	07/18/2019	USD	9,594.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	07/23/2019
229460	2200100662	07/18/2019	USD	14,200.00	GP STRATEGIES CORPORATION ATLANTA GA	07/25/2019
229461	2200100617	07/18/2019	USD	691.76	GRAINGER PALATINE IL	07/23/2019
229462	2200100670	07/18/2019	USD	2,828.45	GRANICUS SAINT PAUL MN	07/24/2019
229463	2200100610	07/18/2019	USD	909.80	HOME DEPOT CREDIT SERVICES PHOENIX AZ	07/24/2019
229464	2200100609	07/18/2019	USD	150.37	HOME DEPOT CREDIT SERVICES DES MOINES IA	07/24/2019
229465	2200100696	07/18/2019	USD	174.25	HY-LUK, JENNIFER CHINO HILLS CA	07/19/2019
229466	2200100668	07/18/2019	USD	8,125.02	IMPREMEDIA LOS ANGELES CA	07/23/2019
229467	2200100684	07/18/2019	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	07/22/2019
229468	2200100691	07/18/2019	USD	263.00	LEWING, SCOTT CHINO HILLS CA	07/25/2019
229469	2200100672	07/18/2019	USD	4,009.00	LG CAPITAL LLC ANAHEIM CA	08/05/2019
229470	2200100628	07/18/2019	USD	4,525.50	LIEBERT CASSIDY WHITMORE LOS ANGELES CA	07/23/2019
229471	2200100693	07/18/2019	USD	26.65	MCDONALD, BONNIE CHINO HILLS CA	08/15/2019
229472	2200100664	07/18/2019	USD	846.00	MICHAEL BAKER INTERNATIONAL INIRVINE CA	07/29/2019
229473	2200100666	07/18/2019	USD	124,776.78	MYERS AND SONS CONSTRUCTION LPSACRAMENTO CA	08/01/2019
229474	2200100607	07/18/2019	USD	2,043.19	OFFICE DEPOT PHOENIX AZ	07/23/2019
229475	2200100671	07/18/2019	USD	521.73	ONICON INC LARGO FL	07/23/2019
229476	2200100620	07/18/2019	USD	1,551.60	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	08/06/2019
229477	2200100675	07/18/2019	USD	5,962.96	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	07/22/2019
229478	2200100690	07/18/2019	USD	169.34	PANDAYATIWONG, KANES CHINO HILLS CA	07/22/2019
229479	2200100686	07/18/2019	USD	205.38	PERS LONG TERM CARE PROGRAM PASADENA CA	07/23/2019
229480	2200100616	07/18/2019	USD	1,010.08	PETE'S ROAD SERVICE FULLERTON CA	07/25/2019
229481	2200100630	07/18/2019	USD	12,680.00	PROJECT PARTNERS INC LAGUNA HILLS CA	07/24/2019
229482	2200100667	07/18/2019	USD	1,600.77	QUINN COMPANY LOS ANGELES CA	07/22/2019
229483	2200100611	07/18/2019	USD	364.43	RAMONA TIRE & SERVICE CENTERS HEMET CA	07/30/2019
229484	2200100612	07/18/2019	USD	110.50	RAYNE WATER CONDITIONING COVINA CA	
229485	2200100669	07/18/2019	USD	5,712.00	RBC RESOURCES MURRIETA CA	07/23/2019
229486	2200100606	07/18/2019	USD	739.73	REM LOCK & KEY ONTARIO CA	07/25/2019
229487	2200100642	07/18/2019	USD	621.65	READY REFRESH BY NESTLE LOUISVILLE KY	08/01/2019

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	
229488	2200100625	07/18/2019	USD	213.33	RED WING BUSINESS ADVANTAGE DALLAS TX	07/23/2019	
229489	2200100649	07/18/2019	USD	17,247.40	RELIABILITYWEB.COM FORT MYERS FL	07/29/2019	
229490	2200100613	07/18/2019	USD	804.20	RMA GROUP RANCHO CUCAMONGA CA	07/23/2019	
229491	2200100636	07/18/2019	USD	8,730.55	RMC WATER AND ENVIRONMENT BOSTON MA	07/23/2019	
229492	2200100655	07/18/2019	USD	224.42	ROWLAND UNIFIED SCHOOL DISTRICT ROWLAND HEIGHTS CA	08/06/2019	
229493	2200100626	07/18/2019	USD	760.02	SAN BERNARDINO COUNTY SAN BERNARDINO CA	07/22/2019	
229494	2200100659	07/18/2019	USD	285.22	SCP SCIENCE CHAMPLAIN NY	07/31/2019	
229495	2200100682	07/18/2019	USD	30.56	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	07/29/2019	
229496	2200100677	07/18/2019	USD	378,866.25	SO CALIF EDISON ROSEMEAD CA	07/25/2019	
229497	2200100678	07/18/2019	USD	144.57	SO CALIF GAS MONTEREY PARK CA	07/25/2019	
229498	2200100657	07/18/2019	USD	11,725.60	SOUTHERN CONTRACTING COMPANY SAN MARCOS CA	07/29/2019	
229499	2200100614	07/18/2019	USD	830.17	SOUTHWEST ALARM SERVICE UPLAND CA	07/23/2019	
229500	2200100651	07/18/2019	USD	3,295.00	STATEWIDE TRAFFIC SAFETY AND SPASADENA CA	07/22/2019	
229501	2200100661	07/18/2019	USD	366.21	STORETRILEVE LLC PASADENA CA	07/22/2019	
229502	2200100658	07/18/2019	USD	13,096.02	STOITZ EQUIPMENT MONTCLAIR CA	07/29/2019	
229503	2200100654	07/18/2019	USD	8,287.23	SUNBELT RENTALS INC ATLANTA GA	07/22/2019	
229504	2200100637	07/18/2019	USD	72,351.02	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	07/30/2019	
229505	2200100695	07/18/2019	USD	45.86	TE, GARY CHINO HILLS CA	07/29/2019	
229506	2200100679	07/18/2019	USD	467.56	VERIZON BUSINESS ALBANY NY	07/23/2019	
229507	2200100635	07/18/2019	USD	660.63	WORLDWIDE EXPRESS ALBANY NY	08/05/2019	
229508	2200100707	07/23/2019	USD	4,323.86	KONICA MINOLTA PASADENA CA	07/26/2019	
229509	2200100708	07/23/2019	USD	1,969.14	SO CALIF EDISON ROSEMEAD CA	07/29/2019	
229510	2200100887	07/25/2019	USD	771.71	AIRGAS WEST INC PASADENA CA	07/29/2019	
229511	2200100922	07/25/2019	USD	95,695.00	ALLIANT INSURANCE SERVICES INCPASADENA CA	07/30/2019	
229512	2200100975	07/25/2019	USD	511.48	ANDERSON, JOHN CHINO CA	08/01/2019	
229513	2200100897	07/25/2019	USD	766.20	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	07/30/2019	
229514	2200100964	07/25/2019	USD	2,388.00	ARCHIVESOCIAL DURHAM NC	07/31/2019	
229515	2200100934	07/25/2019	USD	158.09	ASAP INDUSTRIAL SUPPLY FONTANA CA	07/31/2019	
229516	2200100939	07/25/2019	USD	7,010.92	ATKINSON, ANDELSON, LOYA, CERRITOS CA	07/31/2019	
229517	2200100935	07/25/2019	USD	24,440.68	BIG SKY ELECTRIC INC UPLAND CA	07/30/2019	
229518	2200100900	07/25/2019	USD	904.40	BLAZE CONE COMPANY PORTLAND OR	07/30/2019	
229519	2200100913	07/25/2019	USD	576.78	BOOT BARN INC IRVINE CA	07/31/2019	
229520	2200100971	07/25/2019	USD	187.74	BREIG, ANNA VICTORVILLE CA	08/01/2019	
229521	2200100942	07/25/2019	USD	55,940.63	BRIGHTVIEW LANDSCAPE SERVICES PASADENA CA	07/29/2019	
229522	2200100890	07/25/2019	USD	5,078.75	CALIF DEPT OF FISH AND WILDLIFSACRAMENTO CA	08/12/2019	
229523	2200100947	07/25/2019	USD	225.00	CALIFORNIA ASSOCIATION OF PUBLCHICO CA	08/16/2019	
229524	2200100979	07/25/2019	USD	53.85	CAMPBELL, ANDREW CHINO HILLS CA		
229525	2200100915	07/25/2019	USD	3,800.40	CASC ENGINEERING AND CONSULTINCOLITON CA	08/01/2019	
229526	2200100901	07/25/2019	USD	5,250.00	CHINO BASIN WATER CONSERVATIONMONTCLAIR CA	07/30/2019	
229527	2200100899	07/25/2019	USD	10,730.16	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	07/31/2019	
229528	2200100925	07/25/2019	USD	174.93	CINTAS CORPORATION LOC#150 PHOENIX AZ	07/30/2019	
229529	2200100912	07/25/2019	USD	865.23	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	07/31/2019	
229530	2200100932	07/25/2019	USD	147,180.00	CORRPRO COMPANIES INC DALLAS TX	07/31/2019	
229531	2200100909	07/25/2019	USD	328,580.00	CSRMA SAN FRANCISCO CA	08/02/2019	

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	
229532	2200100978	07/25/2019	USD	44.08	CUNNINGHAM, RICHARD CHINO HILLS CA	08/01/2019	
229533	2200100933	07/25/2019	USD	790.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	07/30/2019	
229534	2200100980	07/25/2019	USD	367.50	DIAS, MICHAEL CHINO HILLS CA	08/05/2019	
229535	2200100940	07/25/2019	USD	594.83	ENVIRONMENTAL SCIENCE ASSOCIATELK GROVE IL	07/30/2019	
229536	2200100938	07/25/2019	USD	34,625.00	EUROFINS EATON ANALYTICAL LLC GRAPEVINE TX	07/30/2019	
229537	2200100896	07/25/2019	USD	159.31	FONTANA HERALD NEWS FONTANA CA	07/30/2019	
229538	2200100970	07/25/2019	USD	138.30	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/01/2019	
229539	2200100931	07/25/2019	USD	4,695.60	GEARY PACIFIC SUPPLY ANAHEIM CA	07/29/2019	
229540	2200100958	07/25/2019	USD	11,100.00	GP STRATEGIES CORPORATION ATLANTA GA	07/29/2019	
229541	2200100891	07/25/2019	USD	1,283.86	GRAINGER PALATINE IL	07/31/2019	
229542	2200100927	07/25/2019	USD	841.03	GRAPHIC DETAILS INC CHINO CA	07/31/2019	
229543	2200100974	07/25/2019	USD	511.48	HOBBS, DIANA APPLE VALLEY CA	07/31/2019	
229544	2200100883	07/25/2019	USD	420.81	HOME DEPOT CREDIT SERVICES PHOENIX AZ	07/30/2019	
229545	2200100972	07/25/2019	USD	511.48	HORNE, WILLIAM YUCCA VALLEY CA	07/31/2019	
229546	2200100967	07/25/2019	USD	1,924.98	IMPREMEDIA LOS ANGELES CA	07/30/2019	
229547	2200100981	07/25/2019	USD	555.00	JAHN, JERRY CHINO HILLS CA	08/05/2019	
229548	2200100917	07/25/2019	USD	33,950.00	KENNEDY/JENKS CONSULTANTS INC PORTLAND OR	07/31/2019	
229549	2200100936	07/25/2019	USD	1,743.41	KIM'S MASTER AUTO REPAIR CHINO CA	07/30/2019	
229550	2200100904	07/25/2019	USD	3,344.97	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	07/29/2019	
229551	2200100961	07/25/2019	USD	64.96	LITTLER MENDELSON PC SAN FRANCISCO CA	07/31/2019	
229552	2200100959	07/25/2019	USD	21,306.74	MICHAEL BAKER INTERNATIONAL IN LOS ANGELES CA	07/29/2019	
229553	2200100907	07/25/2019	USD	33.84	MIDPOINT BEARING ONTARIO CA		
229554	2200100973	07/25/2019	USD	806.38	MILLER, ELMER L BLUE JAY CA	08/02/2019	
229555	2200100956	07/25/2019	USD	19,600.00	MWH CONSTRUCTORS INC BROOMFIELD CO	08/09/2019	
229556	2200100882	07/25/2019	USD	3,880.17	OFFICE DEPOT PHOENIX AZ	07/31/2019	
229557	2200100898	07/25/2019	USD	168.00	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	08/06/2019	
229558	2200100969	07/25/2019	USD	272.38	ONTARIO MUNICIPAL UTILITIES CO ONTARIO CA	07/29/2019	
229559	2200100884	07/25/2019	USD	550.82	P L HAWN COMPANY INC HUNTINGTON BEACH CA	07/29/2019	
229560	2200100914	07/25/2019	USD	1,625.47	PANTHER PROTECTION ORANGE CA	07/30/2019	
229561	2200100889	07/25/2019	USD	663.57	PETTY CASH EXPENDITURES CHINO CA	07/30/2019	
229562	2200100966	07/25/2019	USD	3,840.00	PHOENIX BUSINESS CONSULTING SARASOTA FL	07/31/2019	
229563	2200100952	07/25/2019	USD	987.48	POMONA UNIFIED SCHOOL DISTRICT POMONA CA	07/31/2019	
229564	2200100918	07/25/2019	USD	6,593.24	PONTON INDUSTRIES INC YORBA LINDA CA	07/29/2019	
229565	2200100949	07/25/2019	USD	566.60	PROGROUP IRVINE CA	07/29/2019	
229566	2200100885	07/25/2019	USD	742.21	RAMONA TIRE & SERVICE CENTERS HEMET CA	08/12/2019	
229567	2200100881	07/25/2019	USD	11.58	REM LOCK & KEY ONTARIO CA	07/31/2019	
229568	2200100968	07/25/2019	USD	1,920.00	RED HAWK FIRE & SECURITY LLC LOS ANGELES CA	07/31/2019	
229569	2200100905	07/25/2019	USD	11,110.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA	07/30/2019	
229570	2200100911	07/25/2019	USD	3,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	07/29/2019	
229571	2200100955	07/25/2019	USD	325.50	SCP SCIENCE CHAMPLAIN NY	08/06/2019	
229572	2200100902	07/25/2019	USD	169.91	SIGMA-ALDRICH INC ATLANTA GA	07/29/2019	
229573	2200100895	07/25/2019	USD	52.59	SMITH & LOVELESS INC LENEXA KS	07/30/2019	
229574	2200100937	07/25/2019	USD	2,262.75	SNAP GRAPHICS & DESIGN RANCHO CUCAMONGA CA	07/29/2019	
229575	2200100893	07/25/2019	USD	7,499.16	SOUTH COAST AQMD DIAMOND BAR CA	08/06/2019	

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register
 CBB Disbursement Account-July 2019

08/22/2019 / 20:42:26
 User: CCAMPBRL
 Page: 8

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
229576	2200100894	07/25/2019	USD	731.64	SOUTH COAST AQMD LOS ANGELES CA	07/29/2019
229577	2200100886	07/25/2019	USD	4,603.20	SOUTHWEST ALARM SERVICE UPLAND CA	08/05/2019
229578	2200100921	07/25/2019	USD	19,964.55	STANIEC CONSULTING INC CHICAGO IL	07/29/2019
229579	2200100906	07/25/2019	USD	2,553.00	STATE WATER RESOURCES CONTROL SACRAMENTO CA	08/06/2019
229580	2200100943	07/25/2019	USD	2,385.00	STATEWIDE TRAFFIC SAFETY AND SPASADENA CA	07/29/2019
229581	2200100945	07/25/2019	USD	2,800.00	SUNBELT RENTALS INC ATLANTA GA	07/30/2019
229582	2200100892	07/25/2019	USD	3,099.85	SUNRISE COLLISION CENTER FONTANA CA	08/02/2019
229583	2200100926	07/25/2019	USD	293.01	SUNSTATE EQUIPMENT CO LLC PHOENIX AZ	07/29/2019
229584	2200100923	07/25/2019	USD	9,100.00	SWANSON BACKHOE INC UPLAND CA	08/05/2019
229585	2200100977	07/25/2019	USD	215.00	SWEZEY, TOM CHINO HILLS CA	08/02/2019
229586	2200100948	07/25/2019	USD	37,160.00	TECHNICAL SYSTEMS INC LYNNWOOD WA	07/30/2019
229587	2200100908	07/25/2019	USD	4,395.77	TELEDYNE INSTRUMENTS INC CHICAGO IL	07/29/2019
229588	2200100950	07/25/2019	USD	70.00	THE SHREDDERS LOS ANGELES CA	07/30/2019
229589	2200100962	07/25/2019	USD	11,085.51	THE SOLIS GROUP PASADENA CA	08/05/2019
229590	2200100944	07/25/2019	USD	67,606.64	THERMO ELECTRON NORTH AMERICA ATLANTA GA	07/29/2019
229591	2200100928	07/25/2019	USD	1,032.50	THOMAS HARDER & CO INC ANAHEIM CA	07/29/2019
229592	2200100982	07/25/2019	USD	92.25	TILLERY, IAN CHINO HILLS CA	08/07/2019
229593	2200100954	07/25/2019	USD	9,300.00	TONY PAINTING GARDEN GROVE CA	07/30/2019
229594	2200100888	07/25/2019	USD	9,292.65	TRANSCAT INC BALTIMORE MD	07/30/2019
229595	2200100946	07/25/2019	USD	2,201.00	TRIPEPT SMITH AND ASSOCIATES, IRVINE CA	08/08/2019
229596	2200100920	07/25/2019	USD	4,914.00	TRUSSELL TECHNOLOGIES INC PASADENA CA	08/05/2019
229597	2200100919	07/25/2019	USD	87.28	URIMAGE BLOOMINGTON CA	07/30/2019
229598	2200100930	07/25/2019	USD	11,837.80	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	07/30/2019
229599	2200100903	07/25/2019	USD	4,651.40	USA BLUE BOOK GURNEE IL	08/02/2019
229600	2200100941	07/25/2019	USD	14,214.12	UTILLIQUEST LLC ATLANTA GA	07/29/2019
229601	2200100924	07/25/2019	USD	15,452.91	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	07/30/2019
229602	2200100957	07/25/2019	USD	74,004.57	VIRAMONTES EXPRESS INC CORONA CA	
229603	2200100910	07/25/2019	USD	4,883.66	VOSSLER & COMPANY NORTH HOLLYWOOD CA	08/06/2019
229604	2200100916	07/25/2019	USD	99,644.64	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	07/30/2019
229605	2200100953	07/25/2019	USD	51,529.00	WALLACE & ASSOCIATES CONSULTINGPARK CITY UT	07/30/2019
229606	2200100963	07/25/2019	USD	4,443.75	WATER SYSTEMS CONSULTING INC SAN LUIS OBISPO CA	07/31/2019
229607	2200100929	07/25/2019	USD	4,519.72	WEST COAST LIGHTS & SIRENS INCRIVERSIDE CA	08/01/2019
229608	2200100965	07/25/2019	USD	3,201.91	WESTERN WATER STRATEGIES BERKELEY CA	
229609	2200100960	07/25/2019	USD	36,049.00	WESTIN TECHNOLOGY SOLUTIONS LLMILWAUKEE WI	07/30/2019
229610	2200100976	07/25/2019	USD	25.00	WILCO LIFE INSURANCE COMPANY CHARLOTTE NC	07/31/2019
229611	2200100951	07/25/2019	USD	199.00	XER LIMITED HULL	08/12/2019
229612	2200101005	07/30/2019	USD	810.45	SO CALIF EDISON ROSEMEAD CA	08/12/2019
* Payment method Check			USD	4,275,869.76		

Total of all entries

Check Register
CBB Disbursement Account-July 2019

08/22/2019 / 20:42:26

User: CCAMPBRL

Page: 9

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	4,275,869.76		

Attachment 2B

Workers' Comp Checks

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000			
Bank Key		122234149					
Acct number		WCOMP 231159290					
Checks created manually							
Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
05165	2200100983	07/03/2019	USD	614.35	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/09/2019	
05166	2200100984	07/03/2019	USD	4.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/11/2019	
05167	2200100985	07/03/2019	USD	219.88	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/11/2019	
05168	2200100986	07/03/2019	USD	21.26	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/08/2019	
05169	2200100987	07/10/2019	USD	1,000.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/23/2019	
05170	2200100988	07/10/2019	USD	468.20	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/16/2019	
05171	2200100989	07/10/2019	USD	311.28	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/16/2019	
05172	2200100990	07/10/2019	USD	870.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/15/2019	
05173	2200100991	07/10/2019	USD	65.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/15/2019	
05174	2200100992	07/10/2019	USD	11.21	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/15/2019	
05175	2200100993	07/10/2019	USD	192.17	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/15/2019	
05176	2200100994	07/10/2019	USD	38.78	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/15/2019	
05177	2200100995	07/17/2019	USD	310.35	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/23/2019	
05178	2200100996	07/17/2019	USD	401.54	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/22/2019	
05179	2200100997	07/24/2019	USD	7.25	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/29/2019	
05180	2200100998	07/24/2019	USD	220.42	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/29/2019	
05181	2200100999	07/24/2019	USD	154.07	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	07/30/2019	
05182	2200101106	07/31/2019	USD	19.12	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		
05183	2200101107	07/31/2019	USD	109.94	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		
* Payment method Checks created manually			USD	5,038.82			

Total of all entries

Check Register
CBB Workers Comp Account-July 2019

08/22/2019 / 20:41:10
User: CCAMPBRL
Page: 2

Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	5,038.82		

Attachment 2C

Vendor ACHs

Check	Payee / Description		Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 14 7/5/19 Deferred Comp Ded	HR 0080300	19,470.20
	ICMA RETIREMENT TRUST 457	\$	19,470.20
ACH	LINCOLN NATIONAL LIFE INS CO P/R 14 7/5/19 Deferred Comp Ded	HR 0080300	21,019.12
	LINCOLN NATIONAL LIFE INS CO	\$	21,019.12
ACH	ICMA RETIREMENT TRUST 401 P/R 14 7/5/19 Exec Deferred Comp	HR 0080300	5,646.90
	ICMA RETIREMENT TRUST 401	\$	5,646.90
ACH	AQUA BEN CORPORATION RP1-23,000 Lbs Hydrofloc 750E DAFT-4,600 Lbs Hydrofloc 748E	39049 39048	28,499.88 4,361.72
	AQUA BEN CORPORATION	\$	32,861.60
ACH	NAPA GENUINE PARTS COMPANY Severe Service Shock,Bolt 2 Serpentine Belts	4584-280754 4584-280767	437.43 102.34
	NAPA GENUINE PARTS COMPANY	\$	539.77
ACH	ROYAL INDUSTRIAL SOLUTIONS 4/25 RP5 Install Blower Soft Start Terminal Blocks,Fuses Half Shell Clamps ControlLogix AC Modules Overload Relays,Panel Adapters	6046-670429 6046-670035 6046-669854 6046-669911 6046-670087	1,328.00 418.61 748.59 1,403.92 341.54
	ROYAL INDUSTRIAL SOLUTIONS	\$	4,240.66
ACH	UNIVAR USA INC RP5-12,832 Lbs Sodium Bisulfite	LA729756	2,992.09
	UNIVAR USA INC	\$	2,992.09
ACH	WAXIE SANITARY SUPPLY Towels,Liners,Toilet Paper,PaperTowels,S	78273156	2,901.82
	WAXIE SANITARY SUPPLY	\$	2,901.82
ACH	ENVIRONMENTAL RESOURCES ASSOC Ceriodaphnia Dubia	904948	337.78
	ENVIRONMENTAL RESOURCES ASSOC	\$	337.78
ACH	WESTERN ANALYTICAL LABORATORIE Industrial Wastewater Test	8498	1,305.00
	WESTERN ANALYTICAL LABORATORIES	\$	1,305.00
ACH	R F MACDONALD RP2 Install 10 Ft Stack f/Boiler	276277	9,576.45

Check	Payee / Description	Amount
	R F MACDONALD	\$ 9,576.45
ACH	ACCUSTANDARD INC ICP-MS Calibration Standard 899849	140.86
	ACCUSTANDARD INC	\$ 140.86
ACH	CAROLLO ENGINEERS EN16060-3/2019-4/2019 Professional Servi 0177240 EN24001/EN24002-5/2019 Professional Svcs 0177547R EN17049-5/2019 Professional Svcs 0177666 EN19001/EN19006-5/2019 Professional Svcs 0177545	3,632.53 12,826.62 23,075.25 17,895.90
	CAROLLO ENGINEERS	\$ 57,430.30
ACH	TOM DODSON & ASSOCIATES EN17080-11/18 Prof Svcs IE-313 19-1	800.00
	TOM DODSON & ASSOCIATES	\$ 800.00
ACH	BABCOCK LABORATORIES, INC East End Solids Formation Study BF90859-2045	288.00
	BABCOCK LABORATORIES, INC	\$ 288.00
ACH	HACH COMPANY TP1Ops-NH4-N Std Soln 11497656	473.63
	HACH COMPANY	\$ 473.63
ACH	O S T S INC 5/22 Hazwoper First Responder Ops Trng f 50694	255.00
	O S T S INC	\$ 255.00
ACH	INSIDE PLANTS INC FcltyMgt/Lab-5/19 Indoor Plant Care 75139	636.00
	INSIDE PLANTS INC	\$ 636.00
ACH	RSD Pleated Filters 55303203-00	983.33
	RSD	\$ 983.33
ACH	PEST OPTIONS INC May 2019 Weed Abatement Services 325600	4,005.00
	PEST OPTIONS INC	\$ 4,005.00
ACH	PFM ASSET MANAGEMENT LLC 4/1-4/30 Investment Portfolio Mgmt Svcs SMA-M0419-100	6,098.01
	PFM ASSET MANAGEMENT LLC	\$ 6,098.01
ACH	ALTA FOODCRAFT COFFEE HQB-Coffee 51911490 HQA-Coffee, Tea, Stirrers, Filters 51911489	129.70 175.19

Check	Payee / Description	Amount
	ALTA FOODCRAFT COFFEE	\$ 304.89
ACH	UPS PROTECTION INC ChnI Replace APC UPS Rack Mount 1904031 RP5 Symmetra LX Module,RP2 Replace UPS B 1902051 RP1/CCWRP/RP5 Replace UPS Batteries 1902024	1,017.17 2,119.46 1,164.80
	UPS PROTECTION INC	\$ 4,301.43
ACH	EPI-USE AMERICA INC 5/2019 HCM Consulting 263907893	1,550.00
	EPI-USE AMERICA INC	\$ 1,550.00
ACH	CALIFORNIA WATER TECHNOLOGIES CCWRP-18,045 lbs Ferric Chloride Solutio 35423 PhilLS-17,072 lbs Ferric Chloride Soluti 35431 RP1-16,143 lbs Ferric Chloride Solution 35439	3,931.53 3,719.45 3,517.02
	CALIFORNIA WATER TECHNOLOGIES	\$ 11,168.00
ACH	V3IT CONSULTING INC SAP BASIS May 2019 Support V3IT2019IEUA0	6,184.00
	V3IT CONSULTING INC	\$ 6,184.00
ACH	WEST COAST ADVISORS 6/19 Prof Svcs 12443	9,800.00
	WEST COAST ADVISORS	\$ 9,800.00
ACH	PRIORITY BUILDING SERVICES LLC RP5 Wall Unit Waxed Paper Liners 64584 May 2019 Lab Janitorial Service 64353 May 2019 Janitorial Service 64351	118.31 3,261.54 16,875.00
	PRIORITY BUILDING SERVICES LLC	\$ 20,254.85
ACH	ECOTECH SERVICES INC 5/19 Residential Home Pressure Regulatio 1458	17,597.55
	ECOTECH SERVICES INC	\$ 17,597.55
ACH	YORKE ENGINEERING LLC EN19006-4/1-4/30 Air Quality & Environme 18896	1,583.00
	YORKE ENGINEERING LLC	\$ 1,583.00
ACH	AMAZON BUSINESS Alligator Head Decoy,Bird Decoy,Coyote D 1CCQ-6JLW-7HG Dell Monitor Stand,Birthday Cards 1QVT-WT9N-D4P	408.93 236.20
	AMAZON BUSINESS	\$ 645.13
ACH	MEANS CONSULTING LLC WR16025-5/2019 Professional Services IE-5614	7,115.70
	MEANS CONSULTING LLC	\$ 7,115.70

Check	Payee / Description	Amount
ACH	REDWOOD ENERGY STORAGE II LLC 5/7-6/7/19 RP4 Energy Storage System Mgm 3	27,708.33
	REDWOOD ENERGY STORAGE II LLC \$	27,708.33
ACH	SOUTH GATE ENGINEERING LLC RP2 Methane Storage Tank Fabrication 012365	2,783.50
	SOUTH GATE ENGINEERING LLC \$	2,783.50
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 14 7/5/19 Employee Ded HR 0080300	219.00
	IEUA EMPLOYEES' ASSOCIATION \$	219.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 14 7/5/19 Employee Ded HR 0080300	330.00
	IEUA SUPERVISORS UNION ASSOCIA\$	330.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 14 7/5/19 Employee Ded HR 0080300	1,094.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,094.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 14 7/5/19 Employee Ded HR 0080300	500.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	500.00
ACH	DISCOVERY BENEFITS INC P/R 14 7/5/19 Cafeteria Plan HR 0080300	4,017.40
	DISCOVERY BENEFITS INC \$	4,017.40
ACH	PATRICK W HUNTER P/R 14 7/5/19 HR 0080300	248.50
	PATRICK W HUNTER \$	248.50
ACH	AQUA BEN CORPORATION RP1-11,500 Lbs Hydrofloc 750E 39084 14,249.94 DAFT-4,600 Lbs Hydrofloc 748E 39083 4,361.72 DAFT-4,600 Lbs Hydrofloc 748E 38968 4,361.72 RP1-18,400 Lbs Hydrofloc 750E 38969 22,799.90	
	AQUA BEN CORPORATION \$	45,773.28
ACH	NAPA GENUINE PARTS COMPANY Gold Air Filter 4584-281270	51.61
	NAPA GENUINE PARTS COMPANY \$	51.61
ACH	SANTA ANA WATERSHED May 2019 Truck Discharge 9520 4,203.20 May 2019 Service 9526 109,702.30	
	SANTA ANA WATERSHED \$	113,905.50

Check	Payee / Description	Amount
ACH	UNIVAR USA INC	
	TP1-12,333 Lbs Sodium Bisulfite LA730637	2,875.71
	TP1-12,822 Lbs Sodium Bisulfite LA726614	2,989.72
	RP5-12,711 Lbs Sodium Bisulfite LA727004	2,963.79

	UNIVAR USA INC \$	8,829.22
ACH	CAROLLO ENGINEERS	
	EN17043/EN17110-5/2019-Professional Srvs 0177996	54,454.47
	EN19001-5/2019 Professional Svcs 0178182	36,000.00
	EN19051-5/2019 Professional Services 0177829	345.48

	CAROLLO ENGINEERS \$	90,799.95
ACH	MCMASTER-CARR SUPPLY CO	
	Hose Coupling,Hose Socket 97464239	106.08

	MCMASTER-CARR SUPPLY CO \$	106.08
ACH	SCHNEIDER ELECTRIC SYSTEMS INC	
	Control Processor 93972500	9,165.14

	SCHNEIDER ELECTRIC SYSTEMS INC \$	9,165.14
ACH	HACH COMPANY	
	TP1Ops-Cleaning Sol'n F/AMTAX Alnzs's 11508140	878.99

	HACH COMPANY \$	878.99
ACH	NATIONAL CONSTRUCTION RENTALS	
	6/14/19-7/11/19 Potty/Handicap Potty/Sin 5405390	994.80

	NATIONAL CONSTRUCTION RENTALS \$	994.80
ACH	RSD	
	Wall Insulation,Sheet Insulation,HD Duct 55303245-00	237.55
	Cartridge Filters,Jiffy Chucks,Ice Machi 55301960-00	736.53
	Valve Actuator 55299345-00	104.71
	Gaskets 55298974-00	254.86

	RSD \$	1,333.65
ACH	OLIN CORP	
	TP1-4,836 Gals Sodium Hypochlorite 2692782	3,743.06
	RP5-4,902 Gals Sodium Hypochlorite 2688149	3,794.15
	TP1-4,922 Gals Sodium Hypochlorite 2688148	3,809.63
	CCWRP-4,934 Gals Sodium Hypochlorite 2687579	3,818.92
	RP4-4,814 Gals Sodium Hypochlorite 2687578	3,726.04
	TP1-4,920 Gals Sodium Hypochlorite 2687234	3,808.08
	TP1-4,930 Gals Sodium Hypochlorite 2686949	3,815.82
	RP4-4,902 Gals Sodium Hypochlorite 2686569	3,794.15
	CCWRP-3,038 Gals Sodium Hypochlorite 2686568	2,545.84
	CCWRP-3,002 Gals Sodium Hypochlorite 2684925	2,515.68
	CCWRP-2,910 Gals Sodium Hypochlorite 2683996	2,438.58
	CCWRP-4,962 Gals Sodium Hypochlorite 2681609	3,840.59
	CCWRP-4,884 Gals Sodium Hypochlorite 2680267	3,780.22
	CCWRP-4,912 Gals Sodium Hypochlorite 2678794	3,801.89
	RP5-4,614 Gals Sodium Hypochlorite 2696263	3,866.53

Check	Payee / Description		Amount
	TP1-4,774 Gals Sodium Hypochlorite	2696262	4,000.61
	TP1-4,560 Gals Sodium Hypochlorite	2695422	3,821.28
	CCWRP-2,994 Gals Sodium Hypochlorite	2695421	2,508.97
	TP1-4,956 Gals Sodium Hypochlorite	2694962	3,835.94
	TP1-4,488 Gals Sodium Hypochlorite	2694961	3,760.94
	RP5-4,938 Gals Sodium Hypochlorite	2694451	3,822.01
	TP1-4,934 Gals Sodium Hypochlorite	2694450	3,818.92
	RP4-4,750 Gals Sodium Hypochlorite	2694449	3,980.50
	CCWRP-4,690 Gals Sodium Hypochlorite	2693876	3,930.22
	TP1-4,952 Gals Sodium Hypochlorite	2693287	3,832.85
	RP5-4,704 Gals Sodium Hypochlorite	2691321	3,941.95
	RP4-4,970 Gals Sodium Hypochlorite	2691322	3,846.78
	TP1-4,672 Gals Sodium Hypochlorite	2691323	3,915.14
	TP1-4,888 Gals Sodium Hypochlorite	2691781	3,783.31
	CCWRP-4,638 Gals Sodium Hypochlorite	2692369	3,886.64
	RP5-4,886 Gals Sodium Hypochlorite	2692370	3,781.76

	OLIN CORP	\$	113,567.00
ACH	GK & ASSOCIATES		
	46-2054-5/19 Prof Svcs	19-029	27,984.00
	46-2054-5/19 Prof Svcs	19-030	12,180.00
	46-2054-5/19 Prof Svcs	19-027	13,728.00

	GK & ASSOCIATES	\$	53,892.00
ACH	CRB SECURITY SOLUTIONS		
	HQA-Set Up new Server for Axis Camera St 13570		935.00
	RP2-Troubleshoot Entrance Pole Camera 13567		400.40

	CRB SECURITY SOLUTIONS	\$	1,335.40
ACH	ALTA FOODCRAFT COFFEE		
	4 Everpure OCS Filters	51910788	359.80
	1 Everpure OCS Filter	51910786	89.95

	ALTA FOODCRAFT COFFEE	\$	449.75
ACH	DOWNS ENERGY		
	RP2-392.20 Gals Dyed Diesel Fuel	0251458-IN	999.76

	DOWNS ENERGY	\$	999.76
ACH	EPI-USE AMERICA INC		
	6/2019 HCM Consulting	263907939	1,550.00

	EPI-USE AMERICA INC	\$	1,550.00
ACH	CALIFORNIA WATER TECHNOLOGIES		
	Phills-16,894 lbs Ferric Chloride Soluti 35453		3,680.75

	CALIFORNIA WATER TECHNOLOGIES	\$	3,680.75
ACH	V3IT CONSULTING INC		
	SAP May 2019 Support	V3IT2019IEUA0	212.00

	V3IT CONSULTING INC	\$	212.00
ACH	PREMIUM PROMOTIONALS		

Check	Payee / Description	Amount
	55 Aluminum Sports Bottles w/Logo 190456	593.88
	PREMIUM PROMOTIONALS \$	593.88
ACH	JEREMY HARRIS CONSTRUCTION, IN RP3Bsns-Mobilize/Install Diesel Pump,Hos 3151	17,463.00
	JEREMY HARRIS CONSTRUCTION, IN\$	17,463.00
ACH	AMAZON BUSINESS Physical Asset Management Handbook 1RXJ-63VD-MWR	69.99
	Alligator Head Decoy,Bird Decoy,Bird Sca 11DF-CK1Y-4DT	229.39
	10 Catch Basin Filters 1LVV-X4D9-TCM	247.20
	AMAZON BUSINESS \$	546.58
ACH	KEARNS & WEST PL19002-5/19 Prof Svcs-Project 1717 016343	17,706.86
	KEARNS & WEST \$	17,706.86
ACH	ALL CAL EQUIPMENT SERVICES INC HQ-Troubleshoot VQU10808 Aerial Lift 57129	715.00
	ALL CAL EQUIPMENT SERVICES INC\$	715.00
ACH	IEUA EMPLOYEES' ASSOCIATION P/R DIR 7 7/12/19 Employee Ded HR 0080400	12.00
	IEUA EMPLOYEES' ASSOCIATION \$	12.00
ACH	ICMA RETIREMENT TRUST 457 P/R 15 7/19/19 Deferred Comp Ded HR 0080500	19,762.80
	ICMA RETIREMENT TRUST 457 \$	19,762.80
ACH	LINCOLN NATIONAL LIFE INS CO P/R 15 7/19/19 Deferred Comp Ded HR 0080500	21,190.45
	LINCOLN NATIONAL LIFE INS CO \$	21,190.45
ACH	ICMA RETIREMENT TRUST 401 P/R 15 7/19/19 Exec Deferred Comp HR 0080500	5,923.71
	ICMA RETIREMENT TRUST 401 \$	5,923.71
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Hydrofloc 748E 39125	4,361.72
	RP1-11,500 Lbs Hydrofloc 750E 39126	14,249.94
	AQUA BEN CORPORATION \$	18,611.66
ACH	NAPA GENUINE PARTS COMPANY Lucas Red Tacky, Radiator Cap 4584-281863	142.65
	NAPA GENUINE PARTS COMPANY \$	142.65
ACH	ROYAL INDUSTRIAL SOLUTIONS Class J Time Delay Fuses 6046-670059	1,303.95

Check	Payee / Description		Amount
	Class J Time Delay Fuses	6046-670093	909.04
	Emergency Light Fixtures	6046-670395	1,123.77
	Drill Taptool Kit,Locking Connector,Plug	6046-670343	100.55
	Reducer Washers	6046-670544	1.44
	Time Delay Fuses	6046-670545	344.15
	2/19-2/20 SCADA IBE Report Service	6046-670319	12,981.00
	Strut Pipe Straps,Conduit Bodies	6046-670457	446.14
	Pliers,Screwdriver Sets,Stripper/Cutters	6046-669901	304.60
	EN19001-5/10-6/9 Project Mgmt/Onsite Eng	6046-670697	3,247.43
	Contactors,JIC Boxes,Push Buttons,Switch	6046-670728	1,805.22
	EN19001-4/10-5/9 Project Mgmt/Onsite Eng	6046-670801	3,247.43
	VFD,Keypad,Cable	6046-670336	3,456.37
	Linking Device	6046-668968	3,981.33
	Strut Pipe Straps	6046-670591	121.12
	CableTieMounts,LEDModules,ContactBlocks,	6046-670804	472.45
	Mini Circuit Breaker	6046-670807	95.26
	Flex Connectors	6046-670719	13.62
	Time Delay Fuses	6046-670550	116.96
	Switches,Flex Connectors,JIC Box,Fuses,L	6046-669665	636.11
	DC Hubs,Pulling Elbows,Nipples	6046-669790	54.84
	Class J Time Delay Fuses	6046-670028	995.11
	RS Trainer ENET,ENET Software	6046-670317	814.00

	ROYAL INDUSTRIAL SOLUTIONS	\$	36,571.89
ACH	PACIFIC PARTS & CONTROLS		
	Prox Switch	I429184	529.05

	PACIFIC PARTS & CONTROLS	\$	529.05
ACH	ENVIRONMENTAL RESOURCES ASSOC		
	Perchlorate	906626	212.50

	ENVIRONMENTAL RESOURCES ASSOC	\$	212.50
ACH	HDR ENGINEERING INC		
	EN14019-10/31/18-2/2/19 Prof Svcs	1200171191	9,500.00

	HDR ENGINEERING INC	\$	9,500.00
ACH	BLACK & VEATCH CORPORATION		
	EN17044-5/2019 Professional Services	1298275	26,300.00

	BLACK & VEATCH CORPORATION	\$	26,300.00
ACH	ACCUSTANDARD INC		
	Acrolein,Acrylonitrile	899850	224.28

	ACCUSTANDARD INC	\$	224.28
ACH	MCMASTER-CARR SUPPLY CO		
	2Low Pressure Bronze Y Strainer	99855753	87.17
	1V-Belt Pulley	99967592	53.67
	Pressure Regulating Valve,On/Off Valve	99263999	433.95
	10 Loop Hangers,10 Beam Clamps	99947948	119.97

	MCMASTER-CARR SUPPLY CO	\$	694.76
ACH	O S T S INC		

Check	Payee / Description	Amount
	6/19-21 CCO Retest Written Exam Core w/S 50771	165.00
	6/12 Navigating MUTCD & Flagger Trng f/2 50632	2,190.00
	O S T S INC \$	2,355.00
ACH	SHI INTERNATIONAL CORP 5/19-5/20 JDisc Discovery Subscription B10063729	2,059.68
	SHI INTERNATIONAL CORP \$	2,059.68
ACH	NATIONAL CONSTRUCTION RENTALS RP1-6/20/19-7/17/19 Toilet, Handwash 5412658	211.55
	NATIONAL CONSTRUCTION RENTALS \$	211.55
ACH	RSD Cush-A-Nators, Adapter, Tee, Bushing 55297867-00	42.84
	RSD \$	42.84
ACH	STANEK CONSTRUCTORS INC EN14042-6/19 Pay Est 6 PE 6-EN14042	68,988.60
	STANEK CONSTRUCTORS INC \$	68,988.60
ACH	OLIN CORP RP5-4,928 Gals Sodium Hypochlorite 2676372	3,814.27
	OLIN CORP \$	3,814.27
ACH	ADVANCED ENVIRONMENTAL COMPLIA 2nd Quarter Odor Study 2019 LI7637	800.00
	ADVANCED ENVIRONMENTAL COMPLIA\$	800.00
ACH	ALTA FOODCRAFT COFFEE 3 Everpure OCS Filters 51910787	269.85
	ALTA FOODCRAFT COFFEE \$	269.85
ACH	SIEMENS INDUSTRY INC Zero Speed Switches 5603493455	1,534.36
	SIEMENS INDUSTRY INC \$	1,534.36
ACH	MICROAGE Sierra Wireless Airlink Modem 2063615	1,843.48
	Cisco Power Supply 640 Watts 2055724	2,205.91
	MICROAGE \$	4,049.39
ACH	CALIFORNIA WATER TECHNOLOGIES RP2-16,497 lbs Ferric Chloride Solution 35449	3,594.12
	Phills-16,837 lbs Ferric Chloride Soluti 35494	3,668.33
	RP1-17,928 lbs Ferric Chloride Solution 35522	3,905.92
	CALIFORNIA WATER TECHNOLOGIES \$	11,168.37
ACH	PREMIUM PROMOTIONALS	

Check	Payee / Description	Amount
	Hoodie, 2 PoloShirts, Jacket, Hooded Jacket, 190520	309.76
	PREMIUM PROMOTIONALS \$	309.76
ACH	FERREIRA COASTAL CONSTRUCTION EN19015-6/19 Pay Est 5 8" PVC Piping	PE 5-EN19015 36,460.81 1 JOB 5272 26,805.00
	FERREIRA COASTAL CONSTRUCTION \$	63,265.81
ACH	JEREMY HARRIS CONSTRUCTION, IN RP3Bsns-Ld/Hl/Dsps Silt, Cttng/Wndrwnng Si 3157	18,375.28
	JEREMY HARRIS CONSTRUCTION, IN \$	18,375.28
ACH	AMAZON BUSINESS 5 Footrests, 1 Mouse	1T1T-6MVD-DCC 162.69
	AMAZON BUSINESS \$	162.69
ACH	CDM CONSTRUCTORS INC EN13016.03-6/19 Pay Est 17	PE 17-EN13016 95,848.54
	CDM CONSTRUCTORS INC \$	95,848.54
ACH	CDM CONSTRUCTORS INC EN13016.04-6/19 Pay Est 21	PE 21-EN13016 41,065.65
	CDM CONSTRUCTORS INC \$	41,065.65
ACH	BEST CONTRACTING SERVICES INC EN19037-6/19 Pay Est 6	PE 6-EN19037 3,562.50
	BEST CONTRACTING SERVICES INC \$	3,562.50
ACH	T E ROBERTS INC EN14043-6/30 Pay Est 6	PE 6-EN14043 322,653.46
	T E ROBERTS INC \$	322,653.46
ACH	FORESTRY SUPPLIERS INC 48 Smoke Bombs	553684-00 467.35
	FORESTRY SUPPLIERS INC \$	467.35
ACH	SCHULER CONSTRUCTORS INC EN17045-6/19 Pay Est 3	PE 3-EN17045 64,148.75
	SCHULER CONSTRUCTORS INC \$	64,148.75
ACH	SOLAR STAR CALIFORNIA V LLC RP5/TP5/HQA/B-5/1-5/31 6075 Kimball Ave RP1-5/1-5/31 2450 Phila St RP1-5/1-5/31 2450 Phila St	E02M0614-2812 17,477.10 E02M0615-2812 11,827.32 E02M0616-2812 3,668.94
	SOLAR STAR CALIFORNIA V LLC \$	32,973.36
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 15 7/19/19 Employee Ded	HR 0080500 222.00

Check	Payee / Description	Amount
	IEUA EMPLOYEES' ASSOCIATION \$	222.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 15 7/19/19 Employee Ded HR 0080500	330.00
	IEUA SUPERVISORS UNION ASSOCIA\$	330.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 15 7/19/19 Employee Ded HR 0080500	1,094.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,094.10
ACH	WESTERN DENTAL PLAN 7/19 Agency Dental Plan 7/2019	2,188.86
	WESTERN DENTAL PLAN \$	2,188.86
ACH	PREFERRED BENEFIT INSURANCE 7/19 Agency Dental Plan EIA28846	17,414.20
	PREFERRED BENEFIT INSURANCE \$	17,414.20
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 15 7/19/19 Employee Ded HR 0080500	510.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	510.00
ACH	DISCOVERY BENEFITS INC P/R 15 7/19/19 Cafeteria Plan HR 0080500	4,017.40
	DISCOVERY BENEFITS INC \$	4,017.40
ACH	DISCOVERY BENEFITS INC June 2019 Admin Fees 0001032822-IN	218.50
	DISCOVERY BENEFITS INC \$	218.50
ACH	PATRICK W HUNTER P/R 15 7/19/19 HR 0080500	248.50
	PATRICK W HUNTER \$	248.50
ACH	ELIE, STEVE MlgReim-6/19 Meetings-Elie,S MLG 6/19	63.34
	ELIE, STEVE \$	63.34
ACH	HALL, JASMIN MlgReim-6/19 Meetings-Hall,J MLG 6/19B MlgReim-6/19 Meetings-Hall,J MLG 6/19A	61.02 281.53
	HALL, JASMIN \$	342.55
ACH	PARKER, KATI MlgReim-6/19 Meetings-Parker,K MLG 6/19	107.24
	PARKER, KATI \$	107.24

Check	Payee / Description	Amount
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM 511.48
	ESTRADA, JIMMIE J	\$ 511.48
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM 187.74
	LICHTI, ALICE	\$ 187.74
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM 511.48
	NOWAK, THEO T	\$ 511.48
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 187.74
	SONNENBURG, ILSE	\$ 187.74
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 187.74
	DYKSTRA, BETTY	\$ 187.74
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 187.74
	TORRES, ROBERT G	\$ 187.74
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 187.74
	MUELLER, CAROLYN	\$ 187.74
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 187.74
	GRIFFIN, GEORGE	\$ 187.74
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 187.74
	CANADA, ANGELA	\$ 187.74
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 187.74
	CUPERSMITH, LEIZAR	\$ 187.74
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 323.74
	DELGADO-ORAMAS JR, JOSE	\$ 323.74
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 161.87
	GRANGER, BRANDON	\$ 161.87

Check	Payee / Description	Amount
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 161.87
	GADDY, CHARLES L	\$ 161.87
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 25.87
	BAKER, CHRIS	\$ 25.87
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 136.00
	WEBB, DANNY C	\$ 136.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 161.87
	HUMPHREYS, DEBORAH E	\$ 161.87
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 161.87
	MOUAT, FREDERICK W	\$ 161.87
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 136.00
	MORGAN, GARTH W	\$ 136.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 25.87
	ALLINGHAM, JACK	\$ 25.87
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 476.19
	MAZUR, JOHN	\$ 476.19
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 25.87
	RUDDER, LARRY	\$ 25.87
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 136.00
	HAMILTON, MARIA	\$ 136.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 187.74
	PICENO, TONY	\$ 187.74
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 25.87

Check	Payee / Description	Amount
	RAMOS, CAROL	\$ 25.87
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 136.00
	FISHER, JAY	\$ 136.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 25.87
	KING, PATRICK	\$ 25.87
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 25.87
	HOWARD, ROBERT JAMES	\$ 25.87
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 136.00
	DIETZ, JUDY	\$ 136.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 25.87
	DAVIS, GEORGE	\$ 25.87
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 25.87
	MONZAVI, TAGHI	\$ 25.87
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 187.74
	PETERSEN, KENNETH	\$ 187.74
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 187.74
	TRAUTERMAN, HELEN	\$ 187.74
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 942.38
	TIEGS, KATHLEEN	\$ 942.38
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 511.48
	DIGGS, GEORGE	\$ 511.48
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 511.48
	HAYES, KENNETH	\$ 511.48
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 161.87

Check	Payee / Description	Amount
	HUNTON, STEVE	\$ 161.87
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 161.87
	RODRIGUEZ, LOUIS	\$ 161.87
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 476.19
	VARBEL, VAN	\$ 476.19
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 607.19
	CLIFTON, NEIL	\$ 607.19
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 618.64
	WELLMAN, JOHN THOMAS	\$ 618.64
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 25.87
	SPEARS, SUSAN	\$ 25.87
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 187.74
	TROXEL, WYATT	\$ 187.74
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 476.19
	CORLEY, WILLIAM	\$ 476.19
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 25.87
	CALLAHAN, CHARLES	\$ 25.87
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 187.74
	LESNIAKOWSKI, NORBERT	\$ 187.74
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 482.34
	VER STEEG, ALLEN J	\$ 482.34
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 476.19
	HACKNEY, GARY	\$ 476.19
ACH	CAREL, LARRY	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 25.87
	CAREL, LARRY	\$ 25.87
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 187.74
	TOL, HAROLD	\$ 187.74
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 492.63
	BANKSTON, GARY	\$ 492.63
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 136.00
	ATWATER, RICHARD	\$ 136.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 476.19
	FIESTA, PATRICIA	\$ 476.19
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 647.48
	DIGGS, JANET	\$ 647.48
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 173.32
	CARAZA, TERESA	\$ 173.32
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 804.23
	SANTA CRUZ, JACQUELYN	\$ 804.23
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 25.87
	HECK, ROSELYN	\$ 25.87
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 323.74
	SOPICKI, LEO	\$ 323.74
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 136.00
	GOSE, ROSEMARY	\$ 136.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 136.00
	KEHL, BARRETT	\$ 136.00

Check	Payee / Description	Amount
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 136.00
	RITCHIE, JANN	\$ 136.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 482.64
	LONG, ROCKWELL DEE	\$ 482.64
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 136.00
	FATTAHI, MIR	\$ 136.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 323.74
	VERGARA, FLORENTINO	\$ 323.74
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 187.74
	ROGERS, SHIRLEY	\$ 187.74
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 309.32
	WALL, DAVID	\$ 309.32
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 161.87
	CHUNG, MICHAEL	\$ 161.87
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 25.87
	ADAMS, PAMELA	\$ 25.87
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 482.64
	BLASINGAME, MARY	\$ 482.64
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 161.87
	ANDERSON, KENNETH	\$ 161.87
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 25.87
	MOE, JAMES	\$ 25.87
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 804.23
	POLACEK, KEVIN	\$ 804.23

Check	Payee / Description	Amount
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 161.87
	ELROD, SONDR	\$ 161.87
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 178.32
	FRAZIER, JACK	\$ 178.32
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 136.00
	HOAK, JAMES	\$ 136.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 178.32
	DEZHAM, PARIVASH	\$ 178.32
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 173.32
	FOLEY III, DANIEL J.	\$ 173.32
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 136.00
	CLEVELAND, JAMES	\$ 136.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 632.25
	LANGNER, CAMERON	\$ 632.25
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 25.87
	HAMILTON, LEANNE	\$ 25.87
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 136.00
	HOOSHMAND, RAY	\$ 136.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 136.00
	SCHLAPKOHL, JACK	\$ 136.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 173.32
	POOLE, PHILLIP	\$ 173.32
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 161.87

Check	Payee / Description	Amount
	ADAMS, BARBARA	\$ 161.87
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 149.60
	RUESCH, GENECE	\$ 149.60
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 492.63
	VANDERPOOL, LARRY	\$ 492.63
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 471.19
	AMBROSE, JEFFREY	\$ 471.19
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 482.34
	MERRILL, DIANE	\$ 482.34
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 644.21
	HOUSER, ROD	\$ 644.21
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 173.32
	RUSSO, VICKI	\$ 173.32
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 828.68
	HUSS, KERRY	\$ 828.68
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 668.23
	BINGHAM, GREGG	\$ 668.23
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 136.00
	CHARLES, DAVID	\$ 136.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 136.00
	YEBOAH, ERNEST	\$ 136.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 335.19
	ALVARADO, ROSEMARY	\$ 335.19
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 136.00

Check	Payee / Description	Amount
	BARELA, GEORGE	\$ 136.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 804.23
	FETZER, ROBERT	\$ 804.23
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 173.32
	SPAETH, ERIC	\$ 173.32
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 25.87
	DAVIS, MARTHA	\$ 25.87
ACH	BRULE, CHRISTOPHER Reim Monthly Health Prem	HEALTH PREM 173.32
	BRULE, CHRISTOPHER	\$ 173.32
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM 482.64
	ROOS, JAMES	\$ 482.64
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM 309.32
	MULLANEY, JOHN	\$ 309.32
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM 482.64
	VALENZUELA, DANIEL	\$ 482.64
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 482.64
	PACE, BRIAN	\$ 482.64
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM 136.00
	KING, JOSEPH	\$ 136.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM 173.32
	VILLALOBOS, HECTOR	\$ 173.32
ACH	BAXTER, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 309.32
	BAXTER, KATHLEEN	\$ 309.32
ACH	PENMAN, DAVID	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 482.64
	PENMAN, DAVID	\$ 482.64
ACH	ANGIER, RICHARD Reim Monthly Health Prem	HEALTH PREM 482.64
	ANGIER, RICHARD	\$ 482.64
ACH	MERRILL, DEBORAH Reim Monthly Health Prem	HEALTH PREM 340.19
	MERRILL, DEBORAH	\$ 340.19
ACH	O'DEA, KRISTINE Reim Monthly Health Prem	HEALTH PREM 161.87
	O'DEA, KRISTINE	\$ 161.87
ACH	OAKDEN, LISA Reim Monthly Health Prem	HEALTH PREM 817.22
	OAKDEN, LISA	\$ 817.22
ACH	LAUGHLIN, JOHN Reim Monthly Health Prem	HEALTH PREM 136.00
	LAUGHLIN, JOHN	\$ 136.00
ACH	HUGHBANKS, ROGER Reim Monthly Health Prem	HEALTH PREM 173.32
	HUGHBANKS, ROGER	\$ 173.32
ACH	SPENDLOVE, DANNY Reim Monthly Health Prem	HEALTH PREM 161.87
	SPENDLOVE, DANNY	\$ 161.87
ACH	HOULIHAN, JESSE Reim Monthly Health Prem	HEALTH PREM 173.32
	HOULIHAN, JESSE	\$ 173.32
ACH	WARMAN, EVELYN Reim Monthly Health Prem	HEALTH PREM 25.87
	WARMAN, EVELYN	\$ 25.87
ACH	HERNANDEZ, DELIA Reim Monthly Health Prem	HEALTH PREM 173.32
	HERNANDEZ, DELIA	\$ 173.32
ACH	AVILA, ARTHUR L Reim Monthly Health Prem	HEALTH PREM 173.32
	AVILA, ARTHUR L	\$ 173.32

Check	Payee / Description	Amount
ACH	GUARDIANO, GARY Reim Monthly Health Prem	HEALTH PREM 161.87
	GUARDIANO, GARY	\$ 161.87
ACH	POMERLEAU, THOMAS Reim Monthly Health Prem	HEALTH PREM 178.32
	POMERLEAU, THOMAS	\$ 178.32
ACH	BARRER, SATURNINO Reim Monthly Health Prem	HEALTH PREM 309.32
	BARRER, SATURNINO	\$ 309.32
ACH	LACEY, STEVEN Reim Monthly Health Prem	HEALTH PREM 668.23
	LACEY, STEVEN	\$ 668.23
ACH	MILLS, JOHN Reim Monthly Health Prem	HEALTH PREM 173.32
	MILLS, JOHN	\$ 173.32
ACH	REED, RANDALL Reim Monthly Health Prem	HEALTH PREM 618.64
	REED, RANDALL	\$ 618.64
ACH	RAMIREZ, REBECCA Reim Monthly Health Prem	HEALTH PREM 314.32
	RAMIREZ, REBECCA	\$ 314.32
ACH	RAZAK, HALLA Reim Monthly Health Prem	HEALTH PREM 136.00
	RAZAK, HALLA	\$ 136.00
ACH	OSBORN, CINDY L Reim Monthly Health Prem	HEALTH PREM 309.32
	OSBORN, CINDY L	\$ 309.32
ACH	FESTA, GARY Reim Monthly Health Prem	HEALTH PREM 248.13
	FESTA, GARY	\$ 248.13
ACH	MENDEZ, DAVID G Reim Monthly Health Prem	HEALTH PREM 173.32
	MENDEZ, DAVID G	\$ 173.32
ACH	AQUA BEN CORPORATION RP2-23,000 Lbs Hydrofloc 748E	39169 21,808.60
	AQUA BEN CORPORATION	\$ 21,808.60

Check	Payee / Description		Amount
ACH	NAPA GENUINE PARTS COMPANY		
	2 V-Ribbed Belts	4584-282258	150.83
	35W 40 Engine Oil	4584-282305	58.09
	Radiator Cap	4584-282252	7.10

	NAPA GENUINE PARTS COMPANY	\$	216.02
ACH	ROYAL INDUSTRIAL SOLUTIONS		
	Cutting Vises	6046-671376	291.49
	Class J Fuses	6046-671352	322.39
	480V Drive, I/O Module, Powerflex HIM	6046-671165	15,850.46
	Patch Compound	6046-671146	74.21
	Reducing Bushings	6046-671104	57.02
	UPS	6046-671011	2,894.46
	Linking Devices	6046-670322	7,929.93
	Fuses	6046-671033	53.28
	LED Driver	6046-670571	44.68
	Fiberglass Enclosures, Manual Starting Swi	6046-670049	4,426.27
	Relays, Photocontrols	6046-670036	487.68
	Conduit, Conduit Body, Clamps, Cover, Gasket	6046-671010	160.64
	Time Delay Fuses	6046-670926	334.46
	Anchors, Transformer, Terminal Block Jumpe	6046-670960	103.01
	Wire	6046-670950	250.26
	Rectifier	6046-671164	6,880.48
	Aux Contact Kit	6046-671412	27.06
	DNET Communications Module	6046-671253	429.36
	Hand Pipe Threader Die Heads	6046-670666	1,232.83
	Circuit Breakers, Connectors	6046-671400	115.30
	Wire, Terminals, Level, Marker Book, Lugs	6046-671391	346.42
	EN19001-6/10-7/9 Project Mgmt/Onsite Eng	6046-671383	3,247.43

	ROYAL INDUSTRIAL SOLUTIONS	\$	45,559.12
ACH	SANTA ANA WATERSHED		
	19/20 Member District Fees	62696	305,393.00

	SANTA ANA WATERSHED	\$	305,393.00
ACH	UNIVAR USA INC		
	TP1-12,978 Lbs Sodium Bisulfite	LA732982	3,026.07
	PradoLS-12,791 Lbs Sodium Bisulfite	LA734444	2,982.61
	RP5-13,008 Lbs Sodium Bisulfite	LA734443	3,033.12

	UNIVAR USA INC	\$	9,041.80
ACH	WAXIE SANITARY SUPPLY		
	Provon Dispensers	78325982	38.79
	Automated Towel Dispenser	78302525	31.81
	Cups	78358767	364.36
	Paper Towels, Bleach, Towels, Soaps, Toilet	78338986	2,964.88
	Cups	78329333	364.36

	WAXIE SANITARY SUPPLY	\$	3,764.20
ACH	WESTERN ANALYTICAL LABORATORIE		
	Industrial Wastewater Test	8897	7,260.00
	Industrial Wastewater Test	9012	90.00

Check	Payee / Description	Amount
	WESTERN ANALYTICAL LABORATORIES	7,350.00
ACH	THATCHER COMPANY OF CALIFORNIA TP1-45,720 Lbs Aluminum Sulfate 265581	3,732.53
	THATCHER COMPANY OF CALIFORNIA	3,732.53
ACH	TRI STATE ENVIRONMENTAL 5/19 CCWRP Underground Storage Tank Insp 10059 UST Monitor Test,Overfill Equip Test 10137 6/19 CCWRP Underground Storage Tank Insp 10154 Drop Tube Replacement,Overfill Equip Ret 10138	150.00 1,000.00 150.00 2,200.00
	TRI STATE ENVIRONMENTAL	3,500.00
ACH	CAROLLO ENGINEERS EN19051-6/2019 Professional Services 0178298	2,860.37
	CAROLLO ENGINEERS	2,860.37
ACH	INDUSTRIAL SUPPLY CO RP4-Wire Knott Wheel,Paint Brushes 100174	15.54
	INDUSTRIAL SUPPLY CO	15.54
ACH	U S HOSE INC Hydrant Adapter 0135059-IN Bull Air Hose,Hose Clamps 0135323-IN Kanaline Hose,Cam-Lock Adapters,Clamps 0135241-IN 3000 PSI Hose,Flat Face Fitting,Swivel O 0135292-IN	85.65 17.40 245.55 110.30
	U S HOSE INC	458.90
ACH	TOM DODSON & ASSOCIATES PL19005-6/4-6/21 Prof Svcs IE-311 19-5 EN19001-5/14-5/16 Prof Svcs IE-290 19-1 PL19005-12/5-12/20 Prof Svcs IE-311 18-2 PL19005-2/20-5/30 Prof Svcs IE-311 19-4 EN19029-10/1-10/31 Prof Svcs IE-312 18-2 EN17049-4/1-6/18 Prof Svcs IE-318 19-1	900.00 450.00 1,050.00 2,333.96 750.00 5,372.32
	TOM DODSON & ASSOCIATES	10,856.28
ACH	PALM AUTO DETAIL INC 6/19 Carwash Svcs f/Agency Fleet Vehicle 19699-4	5,180.00
	PALM AUTO DETAIL INC	5,180.00
ACH	BABCOCK LABORATORIES, INC East End Solids Formation Study BF92350-2045	288.00
	BABCOCK LABORATORIES, INC	288.00
ACH	RSD Quick Couplers 55304410-00 Tubing 55304019-00 Line Voltage Monitor 55304018-00	33.66 14.01 150.15
	RSD	197.82

Check Payee / Description Amount

ACH	PEST OPTIONS INC June 2019 Weed Abatement Services	327577	4,005.00
	PEST OPTIONS INC	\$	4,005.00
ACH	SUNGARD AVAILABILITY SERVICES 4/19 Managed Internet Services	120178281	1,351.24
	SUNGARD AVAILABILITY SERVICES	\$	1,351.24
ACH	OLIN CORP RP5-4,864 Gals Sodium Hypochlorite CCWRP-3,004 Gals Sodium Hypochlorite TP1-4,894 Gals Sodium Hypochlorite TP1-4,924 Gals Sodium Hypochlorite TP1-4,904 Gals Sodium Hypochlorite RP5-4,922 Gals Sodium Hypochlorite RP2-1,788 Gals Sodium Hypochlorite TP1-4,872 Gals Sodium Hypochlorite RP5-4,874 Gals Sodium Hypochlorite RP4-4,914 Gals Sodium Hypochlorite TP1-4,880 Gals Sodium Hypochlorite RP5-4,912 Gals Sodium Hypochlorite TP1-4,934 Gals Sodium Hypochlorite TP1-4,966 Gals Sodium Hypochlorite TP1-4,922 Gals Sodium Hypochlorite RP4-4,866 Gals Sodium Hypochlorite CCWRP-4,828 Gals Sodium Hypochlorite TP1-4,944 Gals Sodium Hypochlorite	2697520 2698720 2698721 2699104 2699644 2700202 2702840 2700736 2700737 2700738 2701314 2701315 2701854 2702243 2698085 2697521 2696872 2697519	3,764.74 2,517.35 3,787.96 3,811.18 3,795.70 3,809.63 1,498.34 3,770.93 3,772.48 3,803.44 3,777.12 3,801.89 3,818.92 3,843.68 3,809.63 3,766.28 3,736.87 3,826.66
	OLIN CORP	\$	64,712.80
ACH	PFM ASSET MANAGEMENT LLC 5/1-5/31 Investment Portfolio Mgmt Svcs	SMA-M0519-106	6,302.11
	PFM ASSET MANAGEMENT LLC	\$	6,302.11
ACH	CALIFORNIA WATER TECHNOLOGIES RP2-17,763 lbs Ferric Chloride Solution	35555	3,870.13
	CALIFORNIA WATER TECHNOLOGIES	\$	3,870.13
ACH	V3IT CONSULTING INC SAP BASIS June 2019 Support	V3IT2019IEUA0	6,184.00
	V3IT CONSULTING INC	\$	6,184.00
ACH	ARCADIS U.S., INC. EN13016-4/29/19-6/16/19 Professional Ser WR18028-4/2019-6/2019 Professional Servi	0982731 0982034	4,402.26 46,476.55
	ARCADIS U.S., INC.	\$	50,878.81
ACH	PRIORITY BUILDING SERVICES LLC June 2019 Lab Janitorial Service June 2019 Janitorial Service	64755 64753	3,261.54 17,940.25
	PRIORITY BUILDING SERVICES LLC	\$	21,201.79

Check	Payee / Description		Amount
ACH	TRIBOLOGIK CORPORATION Oil Analysis	57877	510.00
	TRIBOLOGIK CORPORATION	\$	510.00
ACH	JC LAW FIRM 6/19 General Legal	00602	57,290.00
	6/19 RCA Legal	00603	240.00
	6/19 San Bernardino Transit Auth vs IEUA	00607	2,220.00
	6/19 Kaiser vs CBWCD (Ely Basin)	00606	7,680.00
	6/19 Watermaster	00605	2,460.00
	6/19 Regional Contract	00604	4,650.00
	JC LAW FIRM	\$	74,540.00
ACH	AMAZON BUSINESS Shot Glasses	116P-QJHF-FPK	176.32
	AMAZON BUSINESS	\$	176.32
ACH	MEANS CONSULTING LLC WR16025-6/2019 Professional Services	IE-5615	2,931.86
	MEANS CONSULTING LLC	\$	2,931.86
ACH	VARIDESK LLC Dual Monitor Arm	IVC-2-1139690	189.10
	Standing Desk	IVC-2-1117146	480.03
	VARIDESK LLC	\$	669.13
ACH	T E ROBERTS INC EN19017-5/23-6/11 Prof Svcs	3336	27,151.20
	T E ROBERTS INC	\$	27,151.20
ACH	HOPKINS TECHNICAL PRODUCTS INC EP19003-Chlorine Residual Analyzers,Sens	3619300670	13,249.44
	HOPKINS TECHNICAL PRODUCTS INC\$		13,249.44
ACH	ZENON ENVIRONMENTAL CORPORATIO EN19001-5/1-6/20 Prof Svcs	99866767	60,000.00
	ZENON ENVIRONMENTAL CORPORATIO\$		60,000.00
ACH	MAPLE SYSTEMS INC HMI5070PV2 Graphic	165065	759.74
	MAPLE SYSTEMS INC	\$	759.74
ACH	STONE, SHAUN Stone,S-ExpRpt-6/9-6/13/19 AWWA Conf	6/9/19 AWWA	117.07
	STONE, SHAUN	\$	117.07
ACH	ICMA RETIREMENT TRUST 457 P/R 16 8/2/19 Deferred Comp Ded	HR 0080600	19,372.22

Check	Payee / Description	Amount
	ICMA RETIREMENT TRUST 457	\$ 19,372.22
ACH	LINCOLN NATIONAL LIFE INS CO P/R 16 8/2/19 Deferred Comp Ded	HR 0080600 21,383.62
	LINCOLN NATIONAL LIFE INS CO	\$ 21,383.62
ACH	ICMA RETIREMENT TRUST 401 P/R 16 8/2/19 Exec Deferred Comp	HR 0080600 5,843.06
	ICMA RETIREMENT TRUST 401	\$ 5,843.06

Grand Total Payment Amount: \$ 2,519,054.21

Attachment 2D

Vendor Wires
(excludes Payroll)

Check	Payee / Description	Amount
-------	---------------------	--------

Wire	COUNTY SANITATION DISTRICTS OF Past 4R's -SRF Note #6 of 6	INSTALL 6 OF	737,448.00
	COUNTY SANITATION DISTRICTS OF\$		737,448.00
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 14 7/5/19 Taxes	HR 0080300	12,041.34
	P/R 14 7/5/19 Taxes	HR 0080300	59,073.59
	EMPLOYMENT DEVELOPMENT DEPARTM\$		71,114.93
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 7 7/12/19 Taxes	HR 0080400	404.78
	EMPLOYMENT DEVELOPMENT DEPARTM\$		404.78
Wire	INTERNAL REVENUE SERVICE P/R 14 7/5/19 Taxes	HR 0080300	329,177.28
	INTERNAL REVENUE SERVICE \$		329,177.28
Wire	INTERNAL REVENUE SERVICE P/R DIR 7 7/12/19 Taxes	HR 0080400	2,614.22
	INTERNAL REVENUE SERVICE \$		2,614.22
Wire	STATE DISBURSEMENT UNIT P/R 14 7/5/19	HR 0080300	198.00
	P/R 14 7/5/19	HR 0080300	2,184.90
	STATE DISBURSEMENT UNIT \$		2,382.90
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 14 7/5/19 Deferred Comp Ded	HR 0080300	29,493.22
	P/R 14 7/05/19 Deferred Comp Ded	7/5/19 PR 14	0.06
	PUBLIC EMPLOYEE'S RETIREMENT S\$		29,493.28
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 14 7/5/19 PERS	HR 0080300	174,886.75
	P/R 14 7/05/19 Deferred Comp Ded Adj	7/5/19 PR 14	0.01
	PUBLIC EMPLOYEES RETIREMENT SY\$		174,886.76
Wire	STATE BOARD OF EQUALIZATION 6/19 Sales Tax Deposit	23784561 6/19	12,363.00
	STATE BOARD OF EQUALIZATION \$		12,363.00
Wire	METROPOLITAN WATER DISTRICT May 2019 Water Purchase	9728	3,366,754.22
	METROPOLITAN WATER DISTRICT \$		3,366,754.22
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 15 7/19/19 Deferred Comp Ded	HR 0080500	28,998.60
	PUBLIC EMPLOYEE'S RETIREMENT S\$		28,998.60

Check	Payee / Description	Amount
-------	---------------------	--------

Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	P/R 15 7/19/19 Taxes	HR 0080500 12,262.40
	P/R 15 7/19/19 Taxes	HR 0080500 60,253.88
		- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$	72,516.28
Wire	INTERNAL REVENUE SERVICE	
	P/R 15 7/19/19 Taxes	HR 0080500 330,110.90
		- - - - -
	INTERNAL REVENUE SERVICE \$	330,110.90
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 15 7/19 PERS Adj	7/19 PR 15 AD 28.79-
	P/R 15 7/19/19 PERS	HR 0080500 191,001.65
		- - - - -
	PUBLIC EMPLOYEES RETIREMENT SY\$	190,972.86
Wire	STATE DISBURSEMENT UNIT	
	P/R 15 7/19/19	HR 0080500 2,184.90
	P/R 15 7/19/19	HR 0080500 198.00
		- - - - -
	STATE DISBURSEMENT UNIT \$	2,382.90
Wire	CALPERS	
	CalPERS Retirement Unfunded Liability FY 1000000157095	3,042,056.00
		- - - - -
	CALPERS \$	3,042,056.00
Wire	PUBLIC EMPLOYEES' RETIREMENT S	
	7/19 Health Ins-Board	15698486 7/19 6,629.97
	7/19 Health Ins-Retirees, Employees	15698473 7/19 260,564.94
		- - - - -
	PUBLIC EMPLOYEES' RETIREMENT S\$	267,194.91

Grand Total Payment Amount: \$ 8,660,871.82

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for July 12 ,2019
Presented at Board Meeting on September 18, 2019

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,141.57	\$2,000.46
Katherine Parker	\$4,426.16	\$1,897.80
Michael Camacho	\$4,013.29	\$1,351.09
Steven J. Elie	\$4,846.16	\$1,569.03
Paul Hofer	\$0.00	\$0.00
TOTALS	\$16,427.18	\$6,818.38

	Count	Amount
TOTAL EFTS PROCESSED	3	\$5,467.29
TOTAL CHECKS PROCESSED	1	\$1,351.09
CHECK NUMBERS USED	110398 - 110398	

IEUA DIRECTOR PAYSHEET

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-05-19	IEUA Board Workshop	Yes	\$247.50
06-10-19	Meeting with General Manager S. Deshmukh to discuss Agency Business	Yes (staff)	\$-0-
06-12-19	IEUA Eng.,Ops, & Water Resources Committee	Yes	\$247.50
06-13-19	Meeting w/O Gonzales/CVWD to discuss Chino Basin Program	Yes	\$247.50
06-18-19	Mtg. w/General Manager S. Deshmukh, & Management Consultant (SN)	Yes	\$247.50
06-19-19	IEUA Board Meeting	Yes	\$247.50
06-19-19	IEUA Employee Appreciation Day and STAR Award Presentation	Yes (staff)	\$-0-
06-25-19	CVWD Board Meeting	Yes	\$247.50
06-26-19	State of the City of Chino	Yes	\$247.50
06-27-19	IEUA/CBWM Special Board Meeting	Yes	\$247.50
TOTAL REIMBURSEMENT			\$1,980.00
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			10
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE

Michael Camacho

 Michael Camacho

Approved by:

Paul Hofer

 Paul Hofer
 President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10900 110100 500000 50125

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-06-19	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 SIGNATURE *Michael Camacho*

Approved by: *Paul Hofer*
FOR Paul Hofer
President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1362
ACCOUNT NO. 10107 1101115 110000 501010

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-27-19	Chino Basin Watermaster Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT 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			\$-0-
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE *Michael Camacho for Director Camacho*

Approved by: *Paul Hofer*
FOR Paul Hofer
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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-06-19	Regional Policy 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**

*Michael Camacho for
Dennis Camacho*

Approved by:

Paul Hofer
Paul Hofer
President, Board of Directors

FOK

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

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
	None		
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105			
Total No. of CBWB Meetings Attended			0
Total No. of CBWB Meetings Paid			0

DIRECTOR SIGNATURE *Michael Camacho*

Approved by: *Paul Hofer*
FOR Paul Hofer
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-04-19	SCWC Legislative Task Force Telecon	Yes	\$247.50
06-05-19	IEUA Board Meeting	Yes	\$247.50
06-05-19	CBWM/IEUA Ad Hoc Meeting	Yes (same day)	\$-0-
06-10-19	IEUA Audit Committee Meeting	Yes	\$247.50
06-10-19	Met w/External Auditor – D Harper /R Domino /LSL	Yes (same day)	\$-0-
06-12-19	IEUA Finance & Administration Committee	Yes	\$247.50
06-17-19	SCWC Legislative Task Force Telecon	Yes	\$247.50
06-18-19	NWRI Annual Board Work Plan & Budget Meeting Telecon	Yes	\$247.50
06-19-19	IEUA Board of Directors Meeting	Yes	\$247.50
06-19-19	IEUA Appreciation Day and STAR Awards Presentation	Yes (staff)	\$-0-
06-25-19	Meeting w/M. Kinsey & S. Rose/MVWD to discuss Agency business	Yes	\$247.50
06-26-19	City of Chino State of the City	Yes	\$247.50
06-27-19	IEUA/CBWM Special Joint Board 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 both primary and alternate for attendance.			\$2,475.00
Total No. of Meetings Attended			13
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Steven J. Elie
 Director Elie

Approved by:

Paul Hofer
 FOX Paul Hofer
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-27-19	CBWM Board Meeting	Yes* (same day)	\$-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. <u>Record full amount on timesheet for attendance by alternates</u>			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

*Decline IEUA portion

DIRECTOR SIGNATURE *Opal Woodruff for Director Elie*

Approved by: *Paul Hofer*
FOR Paul Hofer
President, Board of Directors

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

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-06-19	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 SIGNATURE *Steven J. Elie*
 Approved by: *Paul Hofer*
 For Paul Hofer
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO BASIN WATER BANK**

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
	None		
TOTAL REIMBURSEMENT			
Up to 10 days of service per month per Ordinance No. 105. (i.e., \$147.50 – difference between CBWB (\$100.00 and Agency meetings \$247.50 (eff:7/01/17), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.			
Total No. of CBWB Meetings Attended			0
Total No. of CBWB Meetings Paid			0

DIRECTOR *David Woodruff*
SIGNATURE *Director Elie*

Approved by: *Sharon Oaschuk*
Paul Hofst
FOR President, Board of Directors

IEUA DIRECTOR PAYSHEET

(Page 1 of 2)

JASMIN A. HALL

EMPLOYEE NO. 1256

ACCOUNT NO. 10200 110100 100000 501010

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-03-19	Meet & Greet w/IEUA and City of Fontana K Hunt, C Hays, & IEUA General Manager S Deshmukh	Yes	\$247.50
06-04-19	SCWC Legislative Task Force Telecon	Yes	\$247.50
06-12-19	CASA Federal Legislative Committee Telecon	Yes	\$247.50
06-13-19	CASA Board of Directors Telecon	Yes	\$247.50
06-17-19	Meeting w/City of Fontana Chuck Hays – Business Activity Update	Yes	\$247.50
06-17-19	SCWC Legislative Task Force Telecon	Yes (same day)	\$-0-
06-17-19	ASBCSD Dinner Meeting	Yes (same day)	\$-0-
06-19-19	IEUA Board Meeting	Yes	\$247.50
06-19-19	Employee Appreciation Day and STAR Award Presentation	Yes (staff)	\$-0-
06-19-19	Pre-brief telecon meeting w/J. Kightlinger, Dir. Hall, C Pieroni, Sy Lee, GM S Deshmukh	Yes (same day)	\$-0-
06-21-19	Fontana Chamber of Commerce 78 th Annual Installation Dinner	Yes	\$247.50
06-24-19	Telecon meeting w/A Underwood re: Agency business	Yes	\$247.50
06-27-19	Special CASA Board Telecon Meeting	Yes	\$247.50
06-27-19	Special IEUA/CBWM Joint Board meeting	Yes (same day)	\$-0-
06-27-19	City of Fontana Town Hall - Earthquake	Yes (same day)	\$-0-

IEUA DIRECTOR PAYSHEET

(Page 2 of 2)

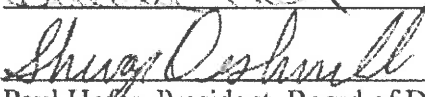
JASMIN A. HALL

EMPLOYEE NO. 1256

ACCOUNT NO. 10200 110100 100000 501010

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.	\$2,227.50
Total No. of Meetings Attended	15
Total No. of Meetings Paid	9

DIRECTOR SIGNATURE 

Approved by: 
Paul Hofer, President, Board of Directors

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

JASMIN HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10700 110100 110000 511010

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-06-19	Connect-2-MET Outreach Event	Yes	\$247.50
06-06-19	Southern Coalition/Inland Caucus Meeting	Yes (same day)	\$-0-
06-08-19	AWWA ACE 19 Conference	Yes (10 mtgs max)	\$-0-
06-09-19	AWWA ACE 19 Conference	Yes (10 mtgs max)	\$-0-
06-10-19	AWWA ACE 19 Conference	Yes (10 mtgs max)	\$-0-
06-11-19	AWWA ACE 19 Conference	Yes (3-day max.)	\$-0-
06-12-19	AWWA ACE 19 Conference	Yes (3-day max.)	\$-0-
06-20-19	Lunch Mtg. w/J Kightlinger to discuss MWD business	Yes (10 mtgs max)	\$-0-
6-20-19	Meeting w/MWD Chair G. Gray & Mayor A. Warren	Yes (same day)	\$-0-
6-20-19	Future of the Cities Symposium-State of Subregion Dinner w/MWD Chair G. Gray	Yes (same day)	\$-0-
06-25-19	MWD Facilities Naming As Hoc Committee	Yes (10 mtg max)	\$-0-
06-25-19	MWD Special Committee on Bay-Delta	Yes (same day)	\$-0-
06-25-19	MWD Executive Committee	Yes (same day)	\$-0-
06-25-19	MWD Audit and Ethics Committee	Yes (same day)	\$-0-
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).			
Total No. of Meetings Attended			14
Total No. of Meetings Paid			1

DIRECTOR
SIGNATURE

Opal Woodruff

Director Hall

Approved by:

Paul Hofer

Paul Hofer
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)**

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-04-19	SAWPA Commission Meeting	Yes (10 mtgs max)	\$-0-
06-18-19	SAWPA Regular Commission Meeting	Yes (10 mtgs max)	\$-0-
06-20-19	Technical Environmental Analytical Meeting, Babcock Laboratories, Riverside	Yes (SAWPA paid)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105), i.e., \$37.50 – difference between SAWPA (\$210.00 (eff. 01/19) 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			3
Total No. of SAWPA Meetings Paid			0

DIRECTOR
SIGNATURE

Jasmin A. Hall

Director Hall

Approved by:

Paul Hofer

Paul Hofer

FOL President, Board of Directors

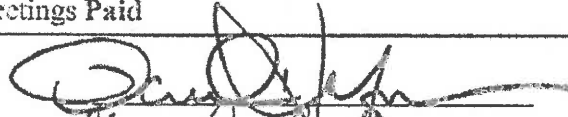
IEUA DIRECTOR PAYSHEET

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-05-19	IEUA Board Meeting	Yes	\$-0-
06-06-19	One on One meeting w/GM S Deshmukh	Yes (staff)	\$-0-
06-11-19	Ely Basin #3 Tour w/Director Parker & General Manager Deshmukh	Yes	\$-0-
06-12-19	IEUA Community & Legislative Affairs Committee	Yes	\$-0-
06-12-19	IEUA Finance & Administration & Water Resources Committee	Yes (same day)	\$-0-
06-19-19	IEUA Board Meeting	Yes	\$-0-
06-27-19	CBWM/IEUA Special Joint Board Meeting	Yes	\$-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.			
Total No. of Meetings Attended			7
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:

[Handwritten Signature]
 FOR Kati Parker
 Secretary/Treasurer

Director Hofer has waived all stipend payments.

IEUA DIRECTOR PAYSHEET

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-05-19	IEUA Board Meeting	Yes	\$247.50
06-05-19	Meeting w/T. Velarde to discuss audit	Yes (staff)	\$-0-
06-05-19	CBWM/IEUA Ad Hoc meeting	Yes (same day)	\$-0-
06-10-19	IEUA Audit Committee	Yes	\$247.50
06-10-19	Met w/External Auditor – D Harper /R Domino /LSL	Yes (same day)	\$-0-
06-11-19	Ely Basin #3 Tour w/Director Hofer & General Manager Deshmukh	Yes	\$247.50
06-12-19	IEUA Community & Legislative Affairs Committee	Yes	\$247.50
06-12-19	IEUA Engineering, Operations & Water Resources Committee	Yes (same day)	\$-0-
06-19-19	IEUA Board Meeting	Yes	\$247.50
06-26-19	City of Chino State of the City	Yes	\$247.50
06-27-19	IEUA/CBWM Special Joint Board Meeting	Yes	\$247.50
TOTAL REIMBURSEMENT			\$1,732.50
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			11
Total No. of Meetings Paid			7

DIRECTOR
 SIGNATURE

[Handwritten Signature]

Approved by:

[Handwritten Signature]

 Paul Hofer
 FOR President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE**

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-06-19	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**

[Handwritten Signature]

[Handwritten Name]

Approved by:

[Handwritten Signature]

Paul Hofer
President, Board of Directors

FOK

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION

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

JUNE 2019

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
06-04-19	SAWPA P23 Meeting	Yes	\$37.50
06-04-19	SAWPA Commission Workshop	Yes (same day)	\$-0-
06-18-19	SAWPA Regular Commission Meeting	Yes	\$37.50
TOTAL REIMBURSEMENT			\$75.00
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$37.50 – difference between SAWPA (\$210.00 (eff. 1/19) 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			2

DIRECTOR
SIGNATURE

[Handwritten Signature]

Approved by:

[Handwritten Signature]

Paul Hofer
President, Board of Directors

Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 14 Checks	PP 14 EFTs	PP 15 Checks	PP 15 EFTs	July
NET PAY TO EE	\$0.00	\$759,897.51	\$0.00	\$783,141.22	\$1,543,038.73

INLAND EMPIRE UTILITIES AGENCY

Payroll for July 5, 2019

Presented at Board Meeting on September 18, 2019

GROSS PAYROLL COSTS			\$1,367,607.83
DEDUCTIONS			(\$607,710.32)
NET PAYROLL			759,897.51
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED		364	364
AMOUNT	\$0.00	\$759,897.51	<u>\$759,897.51</u>

INLAND EMPIRE UTILITIES AGENCY

Payroll for July 19, 2019

Presented at Board Meeting on September 18, 2019

GROSS PAYROLL COSTS			\$1,395,095.66
DEDUCTIONS			(\$611,954.44)
NET PAYROLL			783,141.22
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED		363	363
AMOUNT	\$0.00	\$783,141.22	<u>\$783,141.22</u>

**CONSENT
CALENDAR
ITEM**

3C



Date: September 18, 2019

SD

To: The Honorable Board of Directors
Committee:

From: Shivaji Deshmukh, General Manager

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

Subject: Adoption of Local Investment Fund, Depository Agreement, Investment, and Signatory Resolutions

Executive Summary:

Pursuant to California Government Code (CGC) §5922 and CGC §53601 et seq., the Agency is hereby authorized to enter into and execute agreements for the deposit of Agency funds in bank and investment accounts by the updated authorized Agency signatories designated by resolution.

The attached four (4) signatory resolutions reflect the newly appointed General Manager whose employment began with the Agency on April 8, 2019. There are no other changes being made regarding signatory authorization on behalf of the Agency.

Staff's Recommendation:

Adopt the following Resolutions:

1. No. 2019-9-2, authorizing participation in the Local Agency Investment Fund (LAIF) and designating signatories for the deposit and withdrawal of funds;
2. No. 2019-9-3, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawals of funds;
3. No. 2019-9-4, authorizing and designating signatories for investment agreements, investment authorizations, and investment fund transfers to fund investment transactions; and
4. No. 2019-9-5, authorizing and designating signatories for transfer documents for the movement of funds and investment securities to safekeeping with a third-party Custodian.

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:

The last updated signatory resolutions were adopted on February 20, 2019.

Environmental Determination:

Not Applicable

Business Goal:

The Adoption of Local Agency Investment Fund, Depository Agreement, Investment, and Signatory Resolutions is consistent with the Agency's Business Goal of Fiscal Responsibility.

Attachments:

- Attachment 1 - Resolution No. 2019-9-2 Signatory Resolution LAIF Participation
- Attachment 2 - Agency Investment in the Local Agency Investment Fund - Signatures
- Attachment 3 - Resolution No. 2019-9-3 Signatory Designation
- Attachment 4 - Agency Investment in Certificates of Deposit - Signatures
- Attachment 5 - Resolution No. 2019-9-4 Signatory Investment Designation
- Attachment 6 - Approved Signatories and Designees for the Investment Fund Transactions and Transfers - Signatures
- Attachment 7 - Resolution No. 2019-9-5 Signatory Resolution Third-Party
- Attachment 8 - Incumbency and Signature Certificate - Signatures

RESOLUTION NO. 2019-9-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING SIGNATORIES FOR THE DEPOSIT AND WITHDRAWAL OF FUNDS

WHEREAS, the Board of Directors of the Inland Empire Utilities Agency* is authorized to invest or deposit surplus funds pursuant to the California Government Code (CGC) §5922 and §53601 et seq;

WHEREAS, the Local Agency Investment Fund (LAIF) has been created as a special fund in the State Treasury pursuant to CGC §16429 and §16480.1; and

WHEREAS, upon filing of an appropriate resolution, local agencies are permitted to remit money to the State Treasurer for deposit in the fund for the investment; and pursuant to CGC §16429.3, such monies are not subject to impoundment or seizure by any state official or state agency.

NOW, THEREFORE, BE IT RESOLVED that the following are authorized:

Section 1. Depositing Local Agency. Funds shall be deposited for the account of the Inland Empire Utilities Agency * whose address is:

P.O. Box 9020
Chino Hills, California 91709

Section 2. Depository Agreements. The Inland Empire Utilities Agency* hereby agrees to deposit or withdraw money in the LAIF in the State Treasury in accordance with the provisions of CGC §16429.1 for the purpose of investment as stated therein.

Section 3. Amount of Authorized Deposit. Deposits of monies in the Local Agency Investment Fund shall at no time exceed the maximum established by LAIF policy.

Section 4. Authorized Personnel. That the persons authorized and directed to order the deposit or withdrawal of funds in the Local Agency Investment Fund on behalf of the Inland Empire Utilities Agency * are designated as follows:

Elected Board Officials:

Paul Hofer	-	President
Jasmin A. Hall	-	Vice President
Kati Parker	-	Secretary/Treasurer

Agency Representatives:

- | | | |
|--------------------|---|---|
| Shivaji Deshmukh | - | General Manager |
| Christina Valencia | - | Executive Manager of Finance and Administration/AGM |
| Tina Y. Cheng | - | Budget Officer |
| Warren T. Green | - | Manager of Contracts and Procurement |

Section 5. LAIF Investment Authorization. That the direction of transactions, either deposits or withdrawals, involving surplus funds, shall be approved by any two (2) persons listed in Section 4.

Section 6. This resolution shall take effect from and after its date of adoption.

Section 7. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2019-2-1 is hereby rescinded in its entirety.

ADOPTED this 18th day of September 2019.

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

ATTEST:

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

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Kati Parker, Secretary of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2019-9-2 was adopted at a
regular meeting on September 18, 2019, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

* A Municipal Water District



6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

Subject: Agency Investment in the Local Agency Investment Fund (LAIF)

On September 18, 2019, the Board of Directors of the Inland Empire Utilities Agency* adopted Resolution No. 2019-9-2 (certified copy attached) authorizing certain persons as signatories of deposits and withdrawals from the Local Agency Investment Fund (LAIF).

The following are facsimile signatures for your files:

Paul Hofer	_____ President
Jasmin A. Hall	_____ Vice President
Kati Parker	_____ Secretary/Treasurer
Shivaji Deshmukh	_____ General Manager
Christina Valencia	_____ Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	_____ Budget Officer
Warren T. Green	_____ Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Kati Parker, Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

Paul Hofer
President

Jasmin A. Hall
Vice President

Kati Parker
Secretary/Treasurer

Michael E. Camacho
Director

Steven J. Elie
Director

Shivaji Deshmukh
General Manager

RESOLUTION NO. 2019-9-3

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO
COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING
SIGNATORIES OF DEPOSITORY AGREEMENTS,
DEPOSITORY CARDS, DEPOSITS, TRANSFERS, CHECKS,
AND WITHDRAWALS OF FUNDS**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

Section 1. Depository Agreements. That Kati Parker, as Secretary/ Treasurer of the Inland Empire Utilities Agency *, is hereby authorized to enter into and execute agreements for the deposit of Agency funds in bank accounts, pursuant to California Government Code (CGC) §5922 and CGC §53601, et seq.

Section 2. Depository Cards. That the persons authorized and directed to execute depository cards for all bank accounts of the Inland Empire Utilities Agency are designated as follows:

Elected Board Officials:

Paul Hofer	-	President
Jasmin A. Hall	-	Vice President
Kati Parker	-	Secretary/Treasurer

Agency Representatives:

Shivaji Deshmukh	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren T. Green	-	Manager of Contracts and Procurement

Section 3. Signing of Checks. That checks of the Inland Empire Utilities Agency* shall be signed as follows:

- a) Any check up to \$10,000 shall be signed by any one (1) person under Section 2, or with the facsimile signature of an Elected Official listed above.
- b) Any check in excess of \$10,000 shall be signed by any (2) signatories listed under Section 2, or one (1) signatory listed under Section 2 and the facsimile signature of an Elected Official listed above.
- c) The Secretary/Treasurer of the Board of Directors, after filing with the Secretary of State his/her manual signature certified by him/her under oath, execute or cause to be executed with a facsimile signature in lieu of his/her manual signature of any

instrument of payment. Upon compliance with California Government Code (CGC) Section 5501 by the Secretary/Treasurer, his/her facsimile signature has the same legal effect as his/her manual signature.

Section 4. Intrabank Transfers. That written authorization to transfer funds between the Agency's accounts shall be signed by any two (2) persons listed under Section 2.

Section 5. Interbank Transfers. That written authorization to transfer funds between the Agency's accounts, held in any of several financial institutions, shall be signed by any two (2) persons listed under Section 2.

Section 6. Newly Issued Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any Agency Official or representative listed under Section 2 shall sign receipts for "Notices to Depository-Penalty for Early Withdrawal of Time Deposit, Certificates of Deposit and Placement Service Certificates of Deposit" covering new Deposits issued to the Agency.

Section 7. Maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any Agency Official or representative listed under Section 2 shall endorse a maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit when such an endorsement is required by the issuing financial institution at redemption.

Section 8. This resolution shall take effect from and after its date of adoption.

Section 9. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2019-2-2 is hereby rescinded in its entirety.

ADOPTED this 18th day of September 2019.

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

ATTEST:

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

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*,
DO HEREBY CERTIFY that the foregoing Resolution being No. 2019-9-3, was adopted
at a regular meeting on September 18, 2019 of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

* A Municipal Water District



6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

Subject: Agency Investment in Certificates of Deposit

On September 18, 2019, the Board of Directors of the Inland Empire Utilities Agency* adopted Resolution No. 2019-9-3 (certified copy attached) authorizing certain persons as signatories of "Notice of Depository" forms and endorsers of matured Time Certificates of Deposit.

The following are facsimile signatures for your files:

Paul Hofer	_____
	President
Jasmin A. Hall	_____
	Vice President
Kati Parker	_____
	Secretary/Treasurer
Shivaji Deshmukh	_____
	General Manager
Christina Valencia	_____
	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	_____
	Budget Officer
Warren T. Green	_____
	Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Kati Parker, Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

RESOLUTION NO. 2019-9-4

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING
AND DESIGNATING SIGNATORIES OF INVESTMENT
AGREEMENTS, INVESTMENT AUTHORIZATIONS, AND
INVESTMENT FUND TRANSFERS TO FUND INVESTMENT
TRANSACTIONS**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

Section 1. Investment Agreements. That Kati Parker, as Secretary/Treasurer of the Inland Empire Utilities Agency*, is hereby authorized to enter into and execute agreements for the investment of Agency funds pursuant to California Government Code (CGC) §53601 and §53635.

Section 2. Investment Authorizations. That the review of all investment decisions and the required approvals regarding the investment and transfer of Agency funds are delegated, in accordance with CGC §53607 as follows:

Elected Board Officials:

Paul Hofer	-	President
Jasmin A. Hall	-	Vice President
Kati Parker	-	Secretary/Treasurer

Agency Representatives:

Shivaji Deshmukh	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren T. Green	-	Manager of Contracts and Procurement

Section 3. Check Authorizations. That investment checks drawn on the Inland Empire Utilities Agency* accounts shall be signed by certain persons as follows:

- a) Any investment check up to \$10,000 shall be signed by any one (1) person listed under Section 2.
- b) Any investment check in excess of \$10,000 shall be signed by any two (2) persons listed under Section 2.

Section 4. Electronic Fund Transfers (EFT) Authorizations. Approval of EFT authorizations prepared to fund investment transactions of the Inland Empire Utilities Agency* shall be signed by any two (2) persons listed under Section 2.

Section 5. Delegation of Authority. The task of investing any and all available funds of the Inland Empire Utilities Agency* is the full responsibility of the Secretary/Treasurer of the Board of Directors. To facilitate that responsibility, the task shall be delegated to the Executive Manager of Finance and Administration/AGM or a Designee. Approved Designees are:

- | | | |
|--------------------|---|---|
| Christina Valencia | - | Executive Manager of Finance and Administration/AGM |
| Tina Y. Cheng | - | Budget Officer |
| Warren T. Green | - | Manager of Contracts and Procurement |

Section 6. Approval and Authorization of Investments. Documentation of all investment transactions shall be signed by the Executive Manager of Finance and Administration/AGM or a Designee and reviewed, approved, and signed by one of the other persons listed under Section 2.

Section 7. Placement of Investments. Once investment decisions have received proper approval and authorization, the final communication to the financial institution(s) shall be the responsibility of the Executive Manager of Finance and Administration/AGM or a Designee. Approved Designees are:

- | | | |
|------------------------|---|---|
| Christina Valencia | - | Executive Manager of Finance and Administration/AGM |
| Javier Chagoyen-Lazaro | - | Manager of Finance and Accounting |
| Tina Y. Cheng | - | Budget Officer |
| Alexander Lopez | - | Senior Financial Analyst |
| Paula Hooven | - | Financial Analyst II |
| Jessica Sarmiento | - | Financial Analyst II |
| Jeannette Smith | - | Financial Analyst I |

Section 8. This resolution shall take effect from and after its date of adoption.

Section 9. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2019-2-3 is hereby rescinded in its entirety.

ADOPTED this 18th day of September 2019.

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

ATTEST:

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

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*,
DO HEREBY CERTIFY that the foregoing Resolution being No. 2019-9-4, was adopted
at a regular meeting on September 18, 2019 of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

* A Municipal Water District

Subject: Approved Signatories and Designees for the Investment Fund Transactions and Transfers

On September 18, 2019, the Board of Directors of Inland Empire Utilities Agency adopted Resolution No. 2019-9-4 (certified copy attached) authorizing certain persons as signatories of investment agreements, investment authorizations, and investment fund transfers to fund investment transactions, and as designees in the placement of investments.

The following are facsimile signatures for your files:

Paul Hofer	_____ President
Jasmin A. Hall	_____ Vice President
Kati Parker	_____ Secretary/Treasurer
Shivaji Deshmukh	_____ General Manager
Christina Valencia	_____ Executive Manager of Finance and Administration/AGM
Javier Chagoyen-Lazaro	_____ Manager of Finance and Accounting
Tina Y. Cheng	_____ Budget Officer
Warren T. Green	_____ Manager of Contracts and Procurement
Alexander Lopez	_____ Senior Financial Analyst
Paula Hooven	_____ Financial Analyst II

Water Smart – Thinking in Terms of Tomorrow

Jessica Sarmiento

Financial Analyst II

Jeannette Smith

Financial Analyst I

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Kati Parker, Secretary/Treasurer

* A Municipal Water District

RESOLUTION NO. 2019-9-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF TRANSFER DOCUMENTS FOR THE MOVEMENT OF FUNDS AND INVESTMENT SECURITIES TO SAFEKEEPING WITH A THIRD-PARTY CUSTODIAN

WHEREAS, California Government Code (CGC) §53601 mandates each local agency to establish an account with a third-party custody provider for the safekeeping of investment securities;

WHEREAS, The Inland Empire Utilities Agency did, on March 20, 2019, adopt an investment policy;

WHEREAS, Said investment policy requires, pursuant to CGC §53601, that investment securities be purchased through and held by a third-party custodian;

WHEREAS, All of the tasks associated with the investment of any and all available funds of the Inland Empire Utilities Agency * is the full responsibility of the Secretary/Treasurer of the Board of Directors, and to facilitate that responsibility, the task shall be delegated to the Executive Manager of Finance and Administration/AGM or a Designee, as provided in Resolution No. 2019-9-5; and

WHEREAS, Authorized signatories are required for the transfer of funds and/or securities to a custodial account for safekeeping by the custodian;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that:

Section 1. Transfer Authorizations. That the review and authorization of deposits in any such custody account or accounts held by the Inland Empire Utilities Agency* for the safekeeping of investment funds or investment securities shall be signed by any two (2) of the following:

Elected Board Officials:

Paul Hofer	-	President
Jasmin A. Hall	-	Vice President
Kati Parker	-	Secretary/Treasurer

Agency Representatives:

Shivaji Deshmukh	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren T. Green	-	Manager of Contracts and Procurement

Section 2. That U.S. Bank Corporate Trust Services, National Association, is authorized to act and to rely upon this and other resolutions of the Inland Empire Utilities Agency* until it receives written notice of their revocation or rescission.

Section 3. This resolution shall take effect from and after its date of adoption.

Section 4. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2019-2-4 is hereby rescinded in its entirety.

ADOPTED this 18th day of September 2019.

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

ATTEST:

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



6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

INLAND EMPIRE UTILITIES AGENCY*
U.S. BANK CORPORATE TRUST SERVICES, NATIONAL ASSOCIATION

INCUMBENCY AND SIGNATURE CERTIFICATE

The undersigned officers of the Inland Empire Utilities Agency* (the "Agency"), in accordance with Resolution No. 2019-9-5, are hereby authorized by the Board of Directors to sign documents on its behalf:

Paul Hofer	_____
	President
Jasmin A. Hall	_____
	Vice President
Kati Parker	_____
	Secretary/Treasurer
Shivaji Deshmukh	_____
	General Manager
Christina Valencia	_____
	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	_____
	Budget Officer
Warren T. Green	_____
	Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Kati Parker, Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

**CONSENT
CALENDAR
ITEM**

3D



Date: September 18, 2019

To: The Honorable Board of Directors
Committee:

From: Shivaji Deshmukh, General Manager

ADD

Executive Contact: Kathy Besser, Executive Manager of Ext. Aff. & Policy Dev./AGM

Subject: Adoption of Resolution for the USBR WaterSMART Reclamation and Reuse Research Under the Title XVI Program for Fiscal Year 2019: Chino Basin Program Pre-Design

Executive Summary:

In June 2019, the United States Bureau of Reclamation (USBR) announced the Water Reclamation and Reuse Research grant opportunity under the Title XVI Program for Fiscal Year 2019. The objective of this opportunity is to provide funding to agencies conducting research activities that address water supply challenges through establishment or expansion of water reclamation and reuse, improving existing water reuse facilities, and/or streamlining the implementation of state-of-the-art technology for new facilities.

The Chino Basin Program (CBP) Pre-Design Report (PDR) will analyze alternative strategies to convey, treat, and store recycled water within the basin to improve water supply reliability, which has adequately met the subject grant funding objective. IEUA's application is requesting \$300,000, which is the maximum eligible award allowed for this funding group. The opportunity requires a resolution designating the General Manager's authority to enter into a financial agreement with the USBR.

Staff's Recommendation:

1. Adopt Resolution No. 2019-9-6, authorizing the General Manager to enter into a financial assistance agreement with the USBR for the subject project.

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

Account/Project Name:

PL19005/ Chino Basin Program in the WW fund

Fiscal Impact (explain if not budgeted):

If awarded, it will reduce the Board approved FY 2018/19 budget for the PDR project by \$300,000.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

On March 20, 2019, IEUA's Board of Directors approved the contract award to Brown and Caldwell for a not-to-exceed amount of \$3,978,506 to provide engineering services for the CBP PDR.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines.

Business Goal:

The CBP 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 - Resolution No. 2019-9-6

RESOLUTION NO. 2019-9-6

THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: WATER RECLAMATION AND RESUSE RESEARCH PROGRAM UNDER THE TITLE XVI PROGRAM FOR FISCAL YEAR 2019 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO

WHEREAS, the United States Department of the Interior, Bureau of Reclamation under the WaterSMART: Water Reclamation and Reuse Research Program Under the Title XVI Program for Fiscal Year 2019 will make funding available to qualifying applicants;

WHEREAS, the Board of Directors of the Inland Empire Utilities Agency* has approved a project that exemplifies the objectives of the WaterSMART: Water Reclamation and Reuse Research Program under the Title XVI Program for Fiscal Year 2019 No. BOR-DO-19-F009;

WHEREAS, the Inland Empire Utilities Agency* is authorized to enter into a financial assistance agreement under the WaterSMART: Water Reclamation and Reuse Research Program under the Title XVI Program for Fiscal Year 2019;

WHEREAS, the General Manager has reviewed and supports the application being submitted;

WHEREAS, the Inland Empire Utilities Agency* is capable of providing the amount of funding and/or in-kind contributions specified in the grant application funding plan; and

WHEREAS, the Inland Empire Utilities Agency* will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement;

BE IT RESOLVED, that the Board of Directors hereby agrees and further does authorize the General Manager to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the Bureau of Reclamation and any amendments or changes thereto; and

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

ADOPTED this 18th day of September, 2019.

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

ATTEST:

Kati Parker, 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, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2019-9-6, was adopted at a regular
Board Meeting on September 18, 2019, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

*A Municipal Water District

**CONSENT
CALENDAR
ITEM**

3E



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SDV

Committee: Engineering, Operations & Water Resources

09/11/19

Executive Contact: Shivaji Deshmukh, General Manager

Subject: SARCCUP Sub-Grantee Agreement between SAWPA and IEUA

Executive Summary:

The Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) is a watershed-wide collaboration between the five Santa Ana Watershed Project Authority (SAWPA) member agencies for the development of water supply reliability, water use efficiency, and habitat enhancements projects.

On November 1, 2016, the California Department of Water Resources (DWR) and SAWPA entered into a Grant Agreement in the amount of \$55,000,000. To receive grant funds, all the SAWPA member agencies must enter into a Sub-Grantee Agreement with SAWPA.

The Sub-Grantee Agreement between SAWPA and IEUA defines IEUA responsibilities and obligations, such as: management of the California Environmental Quality Act (CEQA) compliance for certain portions of the Project, and participation in the SARCCUP Water Use Efficiency Program. The agreement also includes the potential for future participation in the conjunctive use portion of the program.

Staff's Recommendation:

1. Approve the Sub-Grantee Agreement between SAWPA and IEUA; and
2. Authorize the General Manager to execute the Sub-Grantee Agreement, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 0

Account/Project Name:

WR16024, SARCCUP

Fiscal Impact (explain if not budgeted):

There is no fiscal impact since SARCCUP is included in the IEUA Board-approved budget. The sub-grantee agreement will allow IEUA to be reimbursed for the the anticipated amount of \$367,968 based on IEUA's current participation in the program.

Prior Board Action:

In May 2014, the BOD approved a Memorandum of Understanding (MOU) between the five SAWPA member agencies. In May 2015, the BOD approved an amendment to the 2014 MOU. In June 2016, the BOD approved an MOU for collaboration with SAWPA member agencies, approved PA23, appointed IEUA's General Manager as IEUA's representative, and awarded Tom Dodson & Associates (TDA) for CEQA. In February 2019, the BOD adopted the Final SARCCUP Environmental Impact Report and authorized the Filing of Notice of Determination.

Environmental Determination:

Project Environmental Impact Report

The Final Environmental Impact Report was adopted by the IEUA Board of Directors on February 20, 2019. The Notice of Determination was filed with the Counties affected by the projects.

Business Goal:

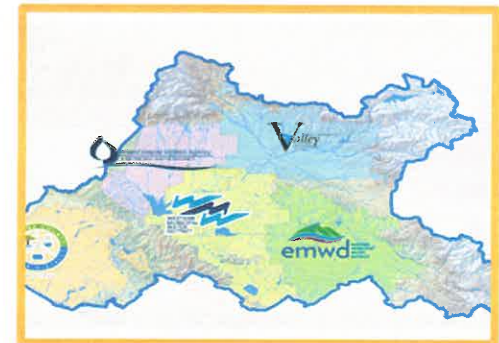
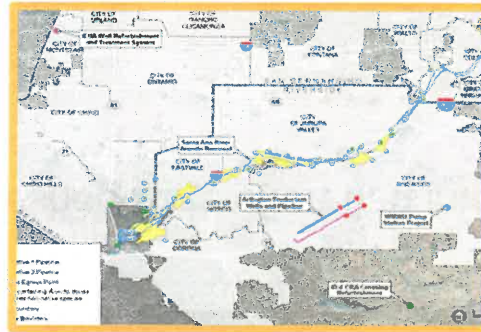
The adoption of the Sub-Grantee Agreement and the SARCCUP program are consistent with IEUA's Business Goals of Fiscal Responsibility to ensure projects are completed at the lowest cost, as well as increasing Water Reliability through the program.

Attachments:

Attachment 1 - PowerPoint

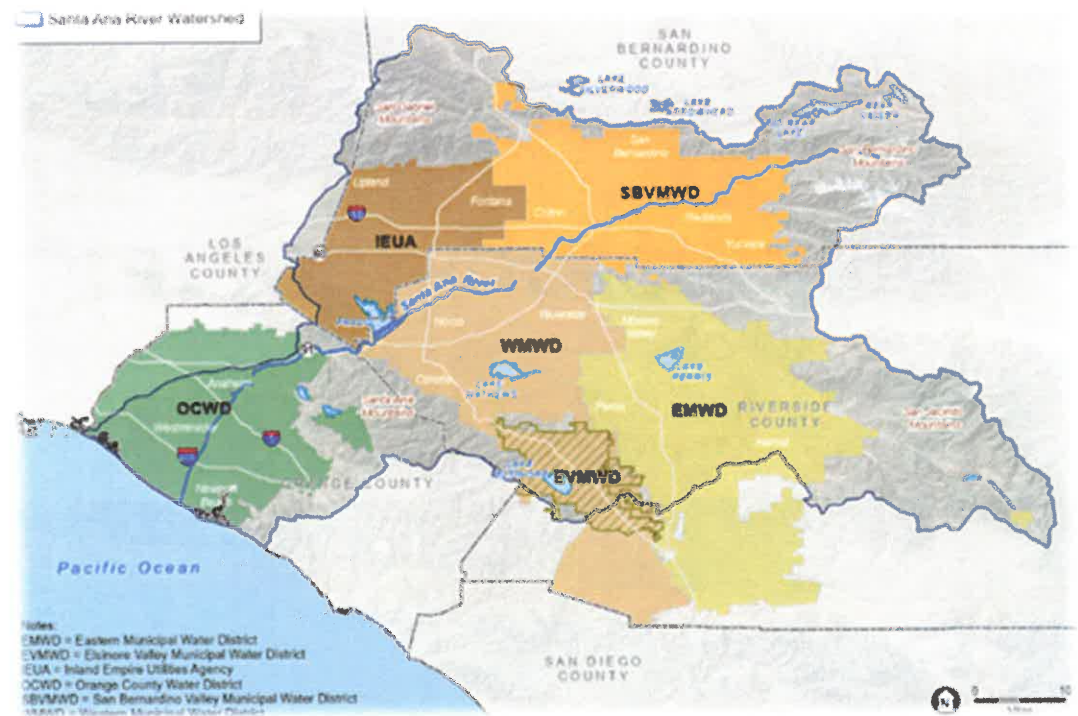
Attachment 2 - SARCCUP Sub-Grantee Agreement

SARCCUP Sub-Grantee Agreement



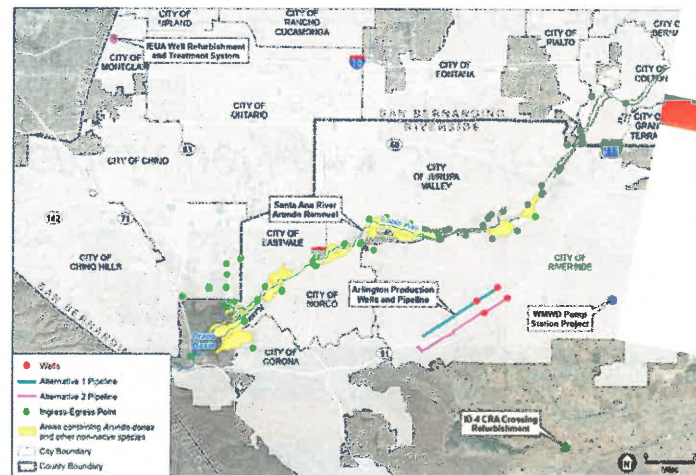
Santa Ana River Conservation & Conjunctive Use Project SARCCUP

- SARCCUP is a multi-agency, watershed-wide effort that integrates:
 - Water conservation measures
 - Groundwater conjunctive use
 - Habitat enhancement/restoration
- Funding through Prop 84 for a \$55M grant



Sub-Grantee Agreement

- Department of Water Resources and SAWPA have a grant agreement
- SAWPA will pass funding to member agencies through sub-grantee agreements
- SAWPA/IEUA sub-grantee agreement for CEQA management



SANTA ANA RIVER CONSERVATION AND CONJUNCTIVE USE PROJECT (SARCUCUP) JOINT Final Environmental Impact Report State Clearing Act No. 2018010101

USA



Final CEQA Documentation

Recommendation

1. *Approve the Sub-Grantee Agreement between SAWPA and IEUA; and*
2. *Authorize the General Manager to execute the Sub-Grantee Agreement, subject to non-substantive changes.*

The adoption of the Sub-Grantee Agreement and the SARCCUP program are consistent with IEUA's Business Goals of **Fiscal Responsibility** to ensure projects are completed at the lowest cost, as well as increasing **Water Reliability** through the program.



PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2015 ROUND
IMPLEMENTATION GRANT FUNDING CONTRACT
BETWEEN THE

SANTA ANA WATERSHED PROJECT AUTHORITY

AND

INLAND EMPIRE UTILITIES AGENCY

This Proposition 84 Integrated Regional Water Management Program ("IRWMP") Implementation Grant Funding Contract ("Contract") is made between Santa Ana Watershed Project Authority ("SAWPA") and Inland Empire Utilities Agency, (the "Sub-Grantee"). SAWPA and the Sub-Grantee may be individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, Section 79560 *et seq.* of the Water Code establishes the IRWMP providing approximately \$900 million for local assistance grants to be allocated to projects to protect from drought, improve water quality and improve water security by reducing dependence on imported water; and

WHEREAS, on November 1, 2016, the California Department of Water Resources ("DWR") and SAWPA entered into a Proposition 84 IRWMP Implementation Grant Agreement No. 4600011515 ("Grant Agreement") as subsequently amended, , attached hereto as **Attachment "A"**, providing that SAWPA would serve as the program manager for the \$64,267,686 in grant funds to be disbursed to the Sub-Grantee and other agencies, consistent with IRWMP and California Environmental Quality Act ("CEQA") requirements, and ensuring that the maximum benefit of such funds are realized in the Santa Ana River Watershed; and

WHEREAS, consistent with the Grant Agreement, SAWPA intends to disburse to the Sub-Grantee a portion of the \$64,267,686 in grant funds for the Santa Ana River Conservation and Conjunctive Use Program ("SARCCUP") Project ("Project") by way of this Contract with the Sub-Grantee. Other agencies implementing the Project are San Bernardino Valley Municipal Water District, Orange County Water District, Orange County Coastkeeper, Eastern Municipal Water District, and Western Municipal Water District ("other SARCCUP Sub-Grantees");

WHEREAS, SARCCUP includes three integrated programs: the Conjunctive Use Program providing for management and facilities to have the capacity to store and convey water through such methods as direct pumping or in-lieu transfers to different water agencies in the Santa Ana River Watershed over a ten-year period, the Habitat Program providing for the removal of invasive riparian weeds and increased habitat for native fish, and the Water Use Efficiency Program providing for the implementation of the drought-tolerant landscaping program, Smartscape, and conservation-based water rates.

WHEREAS, on February 1, 2019, the DWR and SAWPA executed Amendment No. 1 to the Grant Agreement which removed facilities demonstrated through Decision Support Modeling to optimize the program, including the Sub-Grantee's Conjunctive Use Program facilities in the Chino Basin, Elsinore Basin Aquifer Storage & Recovery Wells, and the San Bernardino Basin Area Project; and added facilities including, Jurupa Community Services District Well, Elsinore Basin Production Wells, Riverside Basin Production Wells, La Sierra Pipeline & Sterling Pump Station, and the Cannon Pump Station.

WHEREAS, with the removal of these facilities, the Sub-Grantee may become an eventual partner in the SARCCUP Conjunctive Use Program where the Sub-Grantee may store available imported water in

groundwater bank(s) during wet periods and use the stored water as an extraordinary supply during times of reduced imported water supplies;

WHEREAS, the Sub-Grantee remains a SARCCUP partner through its management of the CEQA compliance for certain portions of the Project and participant in the SARCCUP Water Use Efficiency Program.

THEREFORE, based on the foregoing incorporated recitals and in consideration of the mutual covenants and conditions set forth in this Contract, the Parties hereby agree to the following:

SECTION 1. PROJECT DESCRIPTION

The Project is a multi-agency, watershed-wide Conjunctive Use Program developing dry-year yield (“DYY”) supply by banking **180,000 acre-foot (“AF”)** wet-year water that also integrates water conservation measures, habitat enhancements, and recreational use. Additionally, increased supply for the Santa Ana River Watershed will be made available due to SARCCUP’s Habitat Program removing approximately 640 acres of the invasive and heavy water-using riparian plant *Arundo Donax*, as well as restoring approximately 40.5 acres of in-stream riparian habitat and approximately 3.5 miles of stream habitat for the benefit of the Santa Ana sucker fish in the Santa Ana River Watershed. One mile of educational hiking trail and approximately 40 acres (gross) in the form of recharge basins, will also be created in the Santa Ana River Watershed. Lastly, a Water Use Efficiency Program includes a drought-tolerant landscaping maintenance outreach program called Smartscape operated by Orange County Coastkeeper/Inland WaterKeeper and a conservation-based water rates implementation program which will include participation by up to five retail water agencies. The scope of work for these tasks are described in Project 4 of the attached Exhibit A and incorporated herein.

SECTION 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE; SUB-GRANTEE GENERAL COMMITMENT

This Contract incorporates and includes as part of its terms and conditions the Grant Agreement.

In the event of any inconsistency between this Contract and the Grant Agreement, except as otherwise specifically provided, the inconsistency shall be resolved by giving precedence to the Grant Agreement.

The Sub-Grantee shall comply with all terms, provisions, conditions, and commitments of this Contract and the Grant Agreement. Such compliance shall include providing SAWPA with all deliverables, budget detail, reports and all other documents required by the Grant Agreement.

On behalf of and for the benefit of SAWPA, Sub-Grantee shall comply with all of the obligations and requirements of the Grant Agreement as if the Sub-Grantee were the “Grantee” under the terms of the Grant Agreement. Such compliance shall be to the fullest extent necessary and as may be required by SAWPA in order to enable SAWPA to comply with the Grant Agreement as “Grantee.”

SECTION 3. SUB-GRANTEE’S ESTIMATED ELIGIBLE PROJECT COSTS; GRANT AMOUNT; LOCAL FUNDING MATCH

The Sub-Grantee’s estimated reasonable cost of the Project at the time of SAWPA's and DWR’s approval of the Project is **Three Hundred Sixty-Seven Thousand Nine Hundred Sixty Eight dollars (\$367,968)** for managing Project 4, Task 6 of the grant agreement related to SARCCUP CEQA Documentation. Subject to all of the terms, provisions, and conditions of this Contract, including appropriate invoicing

and reporting, and subject to the availability of the grant funds, SAWPA shall reimburse Project costs with grant funds in a sum not to exceed **Three Hundred Sixty Seven Thousand Nine Hundred Sixty Eight dollars (\$367,968)**. SAWPA's actual grant disbursements to the Sub-Grantee under this Contract shall not exceed payments received from the DWR. If actual Project costs exceed the Project's estimated reasonable cost, SAWPA shall have no obligation to provide grant funds for such exceedance.

The Sub-Grantee shall provide SAWPA with local cost share for the following tasks, which will be invoiced annually per the approval of the SAWPA two-year budget as adopted by the SAWPA member agencies:

- Task 1 Project Management;
- Task 12.6 Water Use Efficiency Implementation.

Work performed after **January 17, 2014**, is eligible for grant reimbursement. Per **Exhibit D** of the Grant Agreement, the DWR shall withhold retention.

If the Sub-Grantee proceeds to implement a future storage and recovery project, the final grant amount will be determined in accordance with the provisions of this Contract. If in the future the Sub-Grantee considers implementation of a storage and recovery project as part of SARCCUP, the project will comply with this Grant Funding Agreement. Failure to comply, shall be considered a material violation and breach of this Contract. SAWPA shall have all rights and remedies as are otherwise available to it for breach of this Contract by the Sub-Grantee.

SECTION 4. SCOPE OF WORK; TASKS

The Scope of Work is described in the Grant Agreement Work Plan under Project 4 and incorporated herein. The Sub-Grantee is entirely responsible for the following:

- **Task 3** – Adopting and enforcing a labor compliance program (LCP) as required for the Smartscape program in accordance with its implementation in the Sub-Grantee's service area.
- **Task 6** – Preparing and adopting the materials required to comply with the California Environmental Quality Act and Assembly Bill 52, Native Americans: California Environmental Quality Act, at a project level EIR for SARCCUP for IEUA, OCWD and WMWD. Individual project related efforts will be performed by the respective and responsible agencies as required.

The Sub-Grantee is responsible collectively with the other SARCCUP Sub-Grantees for the completion of the following tasks, which are cooperatively managed among the SARCCUP Sub-Grantees:

- **Task 1** – Project Management
- **Task 2** – Labor Compliance Program
- **Task 3** – Reporting
- **Task 5** – Feasibility Studies

If in the future the Sub-Grantee participates in the design and construction of a SARCCUP storage and recovery project, the Sub-Grantee will be responsible for completion of the other associated tasks, such as Labor Compliance, Permitting, Project Monitoring Plan, Construction Contracting, and Construction Administration and the activities shall be coordinated with the SARCCUP agencies for the overall program schedule.

SECTION 5. DISBURSEMENT

Grant funds will be disbursed in accordance with the disbursement provisions of the Grant Agreement. SAWPA will disburse grant funds received from DWR to Sub-Grantee within 30 days of receipt of grant funds, except as described in Section 15, Withholding of Grant Disbursements. Retention is stipulated in **Exhibit D** of the Grant Agreement.

SECTION 6. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

The Sub-Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Contract. The Sub-Grantee shall maintain separate project accounts in accordance with generally accepted government accounting standards and the conditions outlined in Exhibit D of the Grant Agreement.

SECTION 7. TERM

This Contract shall not be effective until it has been executed by SAWPA. The Term of this Contract shall be the same as the Term of the Grant Agreement, unless sooner terminated pursuant to the provisions of this Contract or the Grant Agreement.

SECTION 8. ASSIGNMENT

Neither this Contract, nor any duties or obligations under this Contract, nor any of the Chino Component facilities referenced in this Contract shall be assigned by any Party without the prior written consent of the other Party.

Should an assignment or transfer occur, whenever SAWPA or the Sub-Grantee are named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in SAWPA and the Sub-Grantee, and all Contract and covenants required hereby to be performed by or on behalf of SAWPA and/or the Sub-Grantee shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS

The Sub-Grantee agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Sub-Grantee shall comply with, implement, and fulfill all environmental mitigation measures applicable to their Project, and which may otherwise be required by this Contract, the Grant Agreement, CEQA, and the State CEQA Guidelines.

SECTION 10. ACKNOWLEDGEMENT OF CREDIT/SIGNAGE REQUIREMENTS

The Sub-Grantee shall include appropriate acknowledgement of credit to the State, SAWPA and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Contract and/or the Grant Agreement.

SECTION 11. CONSTRUCTION ACTIVITIES AND NOTIFICATION

The Sub-Grantee shall immediately notify SAWPA in writing of:

- (1) Any substantial change in the scope, budget, or work performed by the Sub-Grantee in implementation of the Project. The Sub-Grantee agrees that no substantial change in the scope of the Project may be undertaken until written notice of the proposed change has been provided to SAWPA, and SAWPA and DWR have given written approval for such a change;
- (2) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation. Sub-Grantee will do its best to notify SAWPA at least **twenty (20) calendar days** prior to the event.
- (3) Any circumstance, combination of circumstances, or condition which is expected to delay Project completion for a period of **ninety (90) calendar days** or more beyond the initial estimated date of completion of the Project previously provided to SAWPA;

SECTION 12. PAYMENT OF PROJECT COSTS

The Sub-Grantee shall provide for and make payment for all Project costs. All costs and payments for the Project shall be paid by the Sub-Grantee promptly and in compliance with all applicable laws. All grant disbursements will be reimbursements.

SECTION 13. WITHHOLDING OF GRANT DISBURSEMENTS

SAWPA may withhold all or any portion of the grant funds provided for by this Contract in the event that:

- (1) The Sub-Grantee has violated, or threatens to violate, any term, provision, condition, or commitment of this Contract;
- (2) The Sub-Grantee fails to maintain reasonable progress toward completion of the Project;
or
- (3) The State directs SAWPA to withhold any such grant funds.

SECTION 14. INVOICING

- (A) Invoices shall be completed on a State-provided invoice form and shall meet the following format requirements:
- (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - (2) Invoices must be itemized. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = the total amount claimed). Refer to **Attachment “C”** of this Contract.
 - (3) Each invoice shall clearly delineate those costs claimed for reimbursement from the State’s grant amount (“Grant Amount”) and those costs that represent the local funding match as applicable. State funding cannot be used for local funding match. In each invoice, sufficient evidence (i.e. receipts, copies of checks, timesheets) must be provided for all costs reflective of the Grant Amount and local funding match.

(B) Invoices also shall include the following information:

- (1) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- (2) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- (3) Appropriate receipts and documentation that show the total outlays for the local funding match.

SECTION 15. QUARTERLY PROGRESS REPORTS

Quarterly Progress Reports shall be completed using the templates provided as shown in **Attachment “B”** of this Contract. Quarterly Progress Reports shall provide a brief description of the work performed, activities, milestones achieved, any accomplishments as well as any problems encountered in the performance of the work. Each Quarterly Progress Report shall be delivered to SAWPA within **sixty (60) calendar days** after the close of the reporting period. Quarterly Progress Reports are required until the Project Closeout Documentation is received and submitted to the State.

SECTION 16. RECORDS AND REPORTS

(A) Without limitation on the requirement that project accounts be maintained in accordance with generally accepted government accounting standards, the Sub-Grantee shall comply with the records and reporting requirements imposed by the Grant Agreement, and shall also:

- (1) Establish an official Project file that documents all significant actions relative to the Project;
- (2) Establish separate accounts that adequately and accurately itemize and describe all amounts received and expended on the Project, including but not limited to all grant funds received under this Contract;
- (3) Establish separate accounts that adequately and accurately itemize and describe all income received which is attributable to the Project, specifically including any income attributable to grant funds disbursed under this Contract;
- (4) Establish an accounting system that adequately and accurately itemizes and describes final total costs of the Project, including both direct and indirect costs;
- (5) Establish such accounts and maintain such records as may be necessary for the State, DWR and SAWPA to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- (6) If Force Account is used by the Sub-Grantee for any phase of the Project, establish an account that adequately and accurately itemizes and describes all employee hours, and associated tasks charged to the Project per employee.

- (B) The Sub-Grantee shall require all Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards, and to require that such contractors and subcontractors retain such books, records, and other material for a minimum of **three (3) years** after final payment under the Grant Agreement. The Sub-Grantee shall require that such books, records, and other material shall be subject, at all reasonable times, to inspection, copying, and audit by SAWPA, DWR or its authorized representatives.
- (C) The Sub-Grantee shall maintain its books, records and other material concerning the Project in accordance with generally accepted government accounting standards and as required by the Grant Agreement.
- (D) All documents required or requested to be provided to SAWPA shall be submitted electronically in both the native format (e.g. Microsoft Word, Microsoft Excel, etc.) and PDF. All documents shall be public domain or the property of SAWPA once submitted.
- (E) The Sub-Grantee agrees to expeditiously provide, during work on the Project and for **three (3) years** after final payment under the Grant Agreement, such reports, data, information and certifications as may be reasonably required by SAWPA or DWR. Such documents and information shall be provided in electronic format.

SECTION 17. PROJECT REVIEW AND EVALUATION; FINAL REPORTS AND AUDIT

- (A) SAWPA may perform a Project review or otherwise evaluate the Project to determine compliance with the contract documents at any time or if questions about the proper use or management of the funds arise. SAWPA may review or evaluate the contractor or vendor for compliance with the terms and conditions of the contract document. The Project review and evaluation may be performed by SAWPA or may be contracted to a responsible third party. Any findings and recommendations of the Project review and evaluation shall be addressed by the Sub-Grantee within **sixty (60) calendar days** of the date such findings and recommendations are provided to the Sub-Grantee and before the next invoice is paid by SAWPA.
- (B) If applicable, at least **fifteen (15) calendar days** prior to submission of the final Project invoice, Sub-Grantee shall provide SAWPA the Disposition of Equipment per **Exhibit D** of the Grant Agreement.
- (C) SAWPA may call for an audit of financial information relative to the Project, where SAWPA determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal or state requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Sub-Grantee and at the cost of the Sub-Grantee. The audit shall be in the form required by SAWPA.

SECTION 18. PROJECT CLOSEOUT DOCUMENTATION

To ensure that the Project is closed out in a manner that provides an auditable file for SAWPA, Sub-Grantee shall follow a close-out procedure that includes payment of all subcontracts, completion of all punch lists, defects correction, satisfaction of warranty or guarantee issues, and any other requirements for the completion of the scope of work. Such close-out procedures shall include those procedures contained in the Grant Agreement or otherwise required by SAWPA and DWR.

SECTION 19. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- (A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA if the violation and failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.
- (B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.
- (C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager, or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

SECTION 20. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of the SAWPA to reimburse the federal government by reason of any arbitrage profits, the Sub-Grantee shall immediately reimburse SAWPA and/or DWR in an amount equal to any damages paid by or loss incurred by the State due to such breach.

SECTION 21. ARBITRATION

Any dispute which may arise under this Contract by and between the SAWPA and the Sub-Grantee, including the Sub-Grantee's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the Parties stipulate in writing to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation.

SECTION 22. COSTS AND ATTORNEY FEES

In the event of arbitration or litigation between the parties hereto arising from this Contract, it is agreed that the prevailing party shall be entitled to recover reasonable costs and attorney fees.

SECTION 23. WAIVER

Any waiver of any rights or obligations under this Contract or the Grant Agreement shall be in writing and signed by the Party making such waiver, and approved by SAWPA and the DWR.

SECTION 24. AMENDMENT

This Contract may be amended at any time by mutual written agreement of the Parties.

SECTION 25. SAWPA REVIEWS; SUB-GRANTEE AS INDEPENDENT CONTRACTOR

- (A) The Parties agree that review or approval of the Project or Project plans and specifications by SAWPA is for administrative and eligibility purposes only and does not relieve the Sub-Grantee

of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between SAWPA and the Sub-Grantee, the Sub-Grantee agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project.

- (B) The Sub-Grantee is an independent contractor exclusively responsible for the design, construction, operation and maintenance of the specific project funded by this Contract and that the Sub-Grantee is not acting as SAWPA's agent, nor is SAWPA acting as an agent of the Sub-Grantee.

SECTION 26. INDEMNIFICATION

- (A) Sub-Grantee shall defend, indemnify and hold harmless SAWPA, DWR, and their respective directors, commissioners, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any claims, losses, damages, attorneys' fees and expenses arising from any and all contracts, contractors, subcontractors, suppliers, laborers, and any other person, entity or corporation furnishing or supplying such services, materials or supplies in connection with the Project funded, in part, by this Contract or arising from the transactions, funding and construction activities contemplated by such contracts. Sub-Grantee shall indemnify and save Indemnified Parties harmless from any and all claims, losses, damages, attorneys' fees and expenses that may arise from any breach or default by Sub-Grantee in the performance of its obligations under this Contract, or any act of negligence by the Sub-Grantee or any of its agents, contractors, subcontractors, servants, employees or licensees concerning the subject matter of this Contract or the Project. No indemnification is required under this Section for claims, losses or damages arising out of the sole and exclusive misconduct or negligence under this Contract by SAWPA. Sub Grantee shall require its contractors or subcontractors to name the SAWPA, DWR, and their officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- (B) The Sub-Grantee understands and agrees that it has complied and will comply with CEQA and the State CEQA Guidelines for the project which is the subject matter of this Contract. Sub-Grantee understands and agrees that it is ultimately and solely responsible, as the lead agency, for compliance with CEQA and any mitigation measures required for the Project. The Sub-Grantee hereby agrees to indemnify, defend and hold harmless SAWPA and the DWR from any and all claims or actions related to this Project that may be made by any third party or public agency alleging, among other things, violations of CEQA or the State CEQA Guidelines.
- (C) In addition to complying with the insurance requirements contained in the Grant Agreement, including **Exhibit D** of the Grant Agreement, the Sub-Grantee shall ensure that adequate insurance coverage is provided by Sub-Grantee and/or its contractors and subcontractors on the Project funded, in part, by this Contract. Such insurance shall include adequate coverage for comprehensive commercial general liability, business auto liability, workers compensation liability, professional and errors and omissions liability, property insurance, including all builders risk insurance. Such insurance coverage shall, at a minimum, insure against injuries to third parties, damage to property owned by third parties, physical damage to the Chino Component and all related facilities, theft of building materials and supplies intended for the Chino Component, delays in Chino Component completion, delays in Chino Component completion due to strikes and governmental actions, liquidated damages, employee injuries and work-related illnesses, design errors resulting in increased project costs, environmental damage caused by construction activities related to the Chino Component, and nonperformance by the contractors and subcontractors. Such insurance coverages shall be provided by admitted insurance companies authorized to do business in the State of California, and with a minimum "Best's Insurance

Guide” rating of “A:VII”. The Parties understand that Sub-Grantee is self-insured and has established a self-funded reserve for this purpose which will satisfy the requirements of this Subparagraph 29(C).

SECTION 27. PROJECT AND INFORMATION ACCESS

The Sub-Grantee agrees to ensure that SAWPA, DWR, or any authorized representative thereof, shall have reasonable access to the Chino Component site at all reasonable times during Chino Component construction, and thereafter for the useful life of the Project and the SARCCUP Conjunctive Use Program.

SECTION 28. OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary and capricious.

IN WITNESS THEREOF, the parties have executed this Contract on the later date set forth below.

SANTA ANA WATERSHED PROJECT
AUTHORITY

Dated: _____

By: _____
Richard E. Haller, General Manager

INLAND EMPIRE UTILITIES AGENCY
Sub-Grantee

Dated: _____

By: _____
Shivaji Deshmukh, General Manager

**CONSENT
CALENDAR
ITEM**

3F



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SAD

Committee: Engineering, Operations & Water Resources

09/11/19

Finance & Administration

09/11/19

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Resolution 2019-9-1 Contributing Capacity to the Brine Line Lease Capacity Pool

Executive Summary:

On April 11, 2019, the Santa Ana Watershed Project Authority (SAWPA) and its member agencies including the Inland Empire Utilities Agency (IEUA) entered into a Lease Capacity Pool Agreement (Agreement) for the Inland Empire Brine Line (Brine Line). The Agreement allows IEUA to contribute available Brine Line capacity to a "capacity pool" for lease by new or existing customers. The Agreement contains a provision whereby IEUA may contribute additional capacity to the pool by delivering to SAWPA a Board Resolution to that effect.

The Chino Basin Desalter Authority (CDA) notified SAWPA that it desires to lease 0.4 MGD of Pipeline and 0.4 MGD Treatment and Disposal Capacity through the capacity pool for 6 months, with an option to extend the lease for an additional 6 months. The capacity pool currently has 0.1 MGD Pipeline and 0.1 MGD Treatment and Disposal capacity available for lease. IEUA originally committed 0.05 MGD of Pipeline and 0.05 MGD Treatment and Disposal capacity to the capacity pool. Staff recommends contributing an additional 0.3 MGD Pipeline and 0.3 MGD Treatment and Disposal capacity to the capacity pool for lease by CDA. Resolution No. 2019-9-1 addresses the SAWPA requirement for contributing additional capacity to the pool.

Staff's Recommendation:

Adopt Resolution No. 2019-9-1, committing an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity to the Inland Empire Brine Line Lease Capacity Pool.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the lease revenue for the 0.35 MGD of Pipeline and Treatment and Disposal Capacity will increase the Non-Reclaimable Fund by \$161,604 and will save an additional \$40,704 in avoided fixed pipeline and treatment costs.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

On March 20, 2019, the Board of Directors approved the Inland Empire Brine Line Lease Capacity Pool Agreement with SAWPA.

Environmental Determination:

Not Applicable

Business Goal:

Resolution 2019-9-1 is consistent with IEUA's business goal of Fiscal Responsibility and Business Practices by maintaining service rates and fees that support cost of service for IEUA programs and provides regional benefit in an equitable manner within the IEUA service area.

Attachments:

Attachment 1 - Resolution No. 2019-9-1

RESOLUTION NO. 2019-9-1

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, CONTRIBUTING
ADDITIONAL CAPACITY TO THE INLAND EMPIRE
BRINE LINE LEASE CAPACITY POOL**

WHEREAS, the Inland Empire Utilities Agency* is a member agency of the Santa Ana Watershed Project Authority (SAWPA); and

WHEREAS, on April 11, 2019, the Inland Empire Utilities Agency entered into agreement with SAWPA for the creation of a lease capacity pool for the Inland Empire Brine Line (Lease Capacity Pool Agreement); and

WHEREAS, the Chino Basin Desalter Authority desires to lease 0.4 MGD of Pipeline and 0.4 MGD of Treatment and Disposal Capacity from SAWPA through the Inland Empire Brine Line Lease Capacity Pool for an initial term of six (6) months with an additional six (6) month optional term (Lease); and

WHEREAS, the Inland Empire Utilities Agency initially committed 0.05 MGD of Pipeline and 0.05 MGD of Treatment and Disposal Capacity at 104.25 pounds of BOD and TSS per day, respectively to the Inland Empire Brine Line Lease Capacity Pool; and

WHEREAS, the lease capacity pool currently has 0.1 MGD of Pipeline and 0.1 MGD of Treatment and Disposal Capacity available for lease; and

WHEREAS, the Lease Capacity Pool Agreement allows an agency to offer a contribution of additional capacity to the pool by delivering to SAWPA a Board Resolution; and

WHEREAS, the Inland Empire Utilities Agency desires to offer a contribution of additional capacity in the Brine Line to solely meet the demands of the Chino Basin Desalter Authority under the terms and conditions set forth in the agreement between Chino Basin Desalter Authority and SAWPA; and

WHEREAS, the Lease Capacity Pool Agreement requires the offer to contribute additional capacity to specify the flow rate and water quality in pounds of BOD and TSS per day being added to the pool.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that:

1. The Inland Empire Utilities Agency General Manager and staff are hereby authorized to enter into an agreement with SAWPA to contribute an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity at 625.5 pounds of BOD and TSS per day, respectively to the Inland Empire Brine Line Lease Capacity Pool. The capacity shall be used for the specific purpose of accommodating the Lease.
2. Capacity contributed to the lease capacity pool shall come from the Non-Reclaimable Fund capacity reserves.

I, Kati Parker, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2019-9-1, was adopted at an
adjourned regular Board Meeting on September 18, 2019, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

(SEAL)

**A Municipal Water District*

**CONSENT
CALENDAR
ITEM**

3G



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SDW

Committee: Engineering, Operations & Water Resources

09/11/19

Finance & Administration

09/11/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: RP-1 Mechanical Restoration and Improvements Project Construction Contract Award

Executive Summary:

Regional Water Recycling Plant No.1 uses conventional activated sludge to treat wastewater in three parallel systems. Two pump station buildings convey the sludge for the entire treatment process. The scope of the project is to replace mechanical (pumps, valves, piping, etc.) and electrical equipment (motor control centers, breakers, conductors, etc.) in both buildings, which are at the end of their useful life; due to corrosion or unavailability of replacement components. In addition, grinders are being installed at two locations to mitigate clogging at the sludge transfer pumps.

On August 6, 2019, IEUA received five construction bids from a group of seven pre-qualified contractors. Kiewit Infrastructure West Co., was the lowest responsive, responsible bidder with a bid price of \$6,627,000; Engineer's estimate was \$8,075,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees. For continuity, staff requests the existing contract with Stantec Consulting Inc., be amended by \$430,000 to include engineering design services during construction, increasing the contract from \$583,287 to \$1,013,287 (73% increase).

Staff's Recommendation:

1. Award a construction contract for the RP-1 Mechanical Restoration and Improvements Project to Kiewit Infrastructure West Co., in the amount of \$6,627,000;
2. Approve a contract amendment to Stantec Consulting Services Inc., for engineering services during construction for the not-to-exceed amount of \$430,000; 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): N Amount for Requested Approval:

Account/Project Name:

EN17082/RP-1 Mechanical Restorations and Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 21, 2018, the Board of Directors awarded an amendment to Stantec's contract for consultant engineering services for the RP-1 Mechanical Restoration and Improvements for the not-to-exceed contract amount of \$113,400.

On October 18, 2017, the Board of Directors awarded a consultant engineering services contract for the RP-1 Mechanical Restoration and Improvements to Stantec for the not-to-exceed amount of \$469,887.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-1 Mechanical Restoration and Improvements 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 - PowerPoint

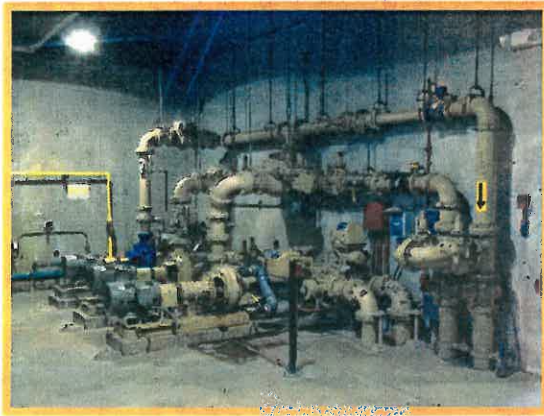
Attachment 2 - Construction Contractor Contract

Attachment 3 - Consultant Engineering Amendment

Attachment 1

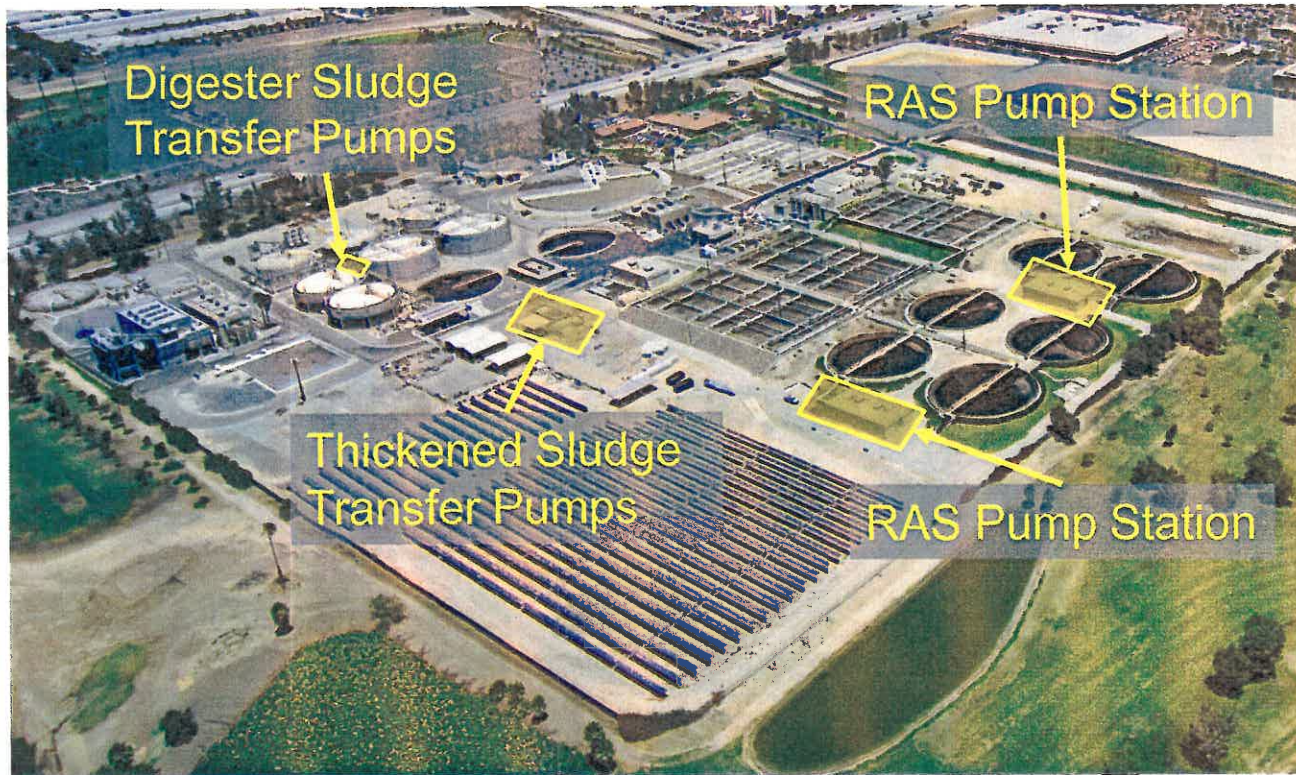
RP-1 Mechanical Restoration and Improvements Construction Contract Award

Project No. EN17082



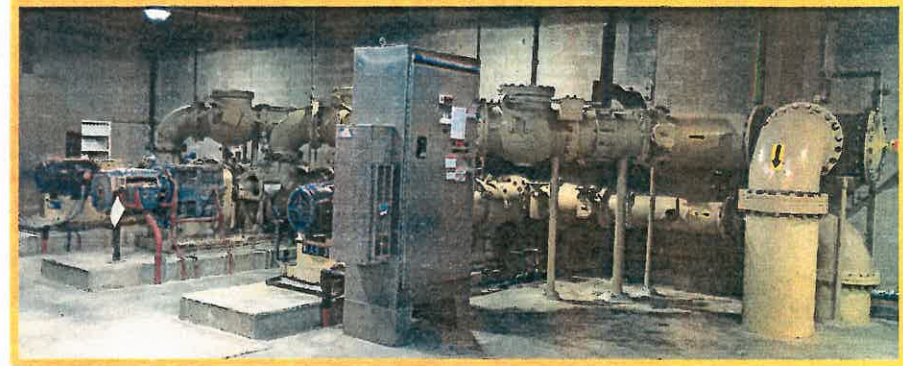
Travis Sprague
September 2019

Project Location

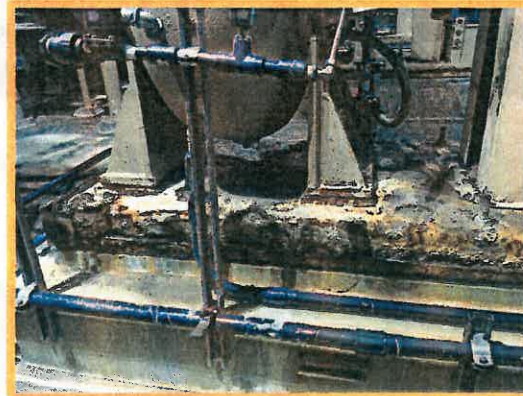


The Project

- Mechanical equipment is inefficient
- Piping showing signs of corrosion
- Electrical equipment not being supported by manufacturer
- Scope of Work:
 - Replace all sludge pumps, scum pumps, and piping
 - Upgrade inefficient motor drives
 - Replace motor control centers
 - Install grinders on sludge transfer pumps



Return Activated Sludge Pump Equipment



Corroded Sludge Pump Base



Existing Motor Control Center

Contractor Selection

Five bids were received on August 6, 2019:

Bidder's Name	Final Bid Amount
Kiewit Infrastructure West Co.	\$6,627,000
GSE Construction Company	\$6,820,500
J.F. Shea Construction, Inc.	\$7,118,000
Stanek Constructors	\$7,405,000
W.A. Rasic Construction Co., Inc.	\$8,130,288
Engineer's Estimate	\$8,075,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$797,639
Design Consultant Contract	\$583,287
IEUA Design Services (actuals)	\$214,352
Construction Services	\$893,890
Engineering Services During Construction (this action)	\$430,000
IEUA Construction Services (estimate)	\$463,890
Construction	\$7,289,700
Construction Contract (this action)	\$6,627,000
Contingency (~10%)	\$662,700
Total Project Cost:	\$8,981,229
Total Project Budget:	\$10,652,639

Project Milestone	Date
Construction	
Construction Contract Award	September 2019
Construction Completion	March 2021

Recommendation

1. Award a construction contract for the RP-1 Mechanical Restorations and Improvements Project to Kiewit Infrastructure West Co., in the amount of \$6,627,000;
2. Approve a contract amendment to Stantec Consulting Services Inc., for engineering services during construction for the not-to-exceed amount of \$430,000; and
3. Authorize the General Manager to execute the contract and contract amendment, subject to non-substantive changes.

The RP-1 Mechanical Restoration and Improvements 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

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2019, by and between Kiewit Infrastructure West Co., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled **Specifications For the Construction of the RP-1 Mechanical Restoration and Improvements Project EN17082**, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ Six Million, Six Hundred Twenty-Seven Thousand Dollars

and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities

constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency five-hundred and fifty (550) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of four thousand (\$ 4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
9. 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 to the Contractor, penalties and fines for violations of applicable local, state, and federal law.
10. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.

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


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

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

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

By _____
General Manager

Contractor
Kiewit Infrastructure West Co.

By  _____
Title

Terrence L. Robinson, Senior Vice President

*A Municipal Water District

Attachment 3



**CONTRACT AMENDMENT NUMBER: 4600002418-003
FOR
RP-1 MECHANICAL RESTORATION
AND IMPROVEMENTS, PROJECT NO. EN17082**

THIS CONTRACT AMENDMENT THREE is made and entered into this ___ day of _____, 2019, 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 "IEUA" and "Agency") and Stantec Consulting Services, Inc., with offices located in Irvine, California and Denver, Colorado (hereinafter referred to as "Consultant"), for the provision of professional design services in support of the RP-1 Mechanical Restoration and Improvements Project No. EN17082, and shall revise the Contract as amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, ADDS THE FOLLOWING PARAGRAPH: Consultant's additional services and responsibilities shall be in accordance with Consultant's proposal dated May 16, 2019, which is attached hereto, referenced herein, and made a part hereof as **Exhibit A**.

SECTION SIX, COMPENSATION, ADDS THE FOLLOWING PARAGRAPH: In compensation for the additional work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM of \$1,013,287.00** for all services provided. This represents an increase of **\$430,000.00** in accordance with **Exhibit A** and as approved by SAP Purchase Requisition 10050350.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED

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*

STANTEC CONSULTING SERVICES INC.:

Shivaji Deshmukh
General Manager

(Date)

Robert S. Reid

Robert S. Reid
Principal-in-charge

8/20/19

(Date)

Exhibit A



Stantec Consulting Services Inc.
38 Technology Drive, Irvine CA 92618-5312

16 May 2019
File: 224501142

Attention: John Scherck

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Dear John,

Reference: RP-1 Mechanical Restoration and Improvements Project, EN 17082 – Proposal for Contract Amendment 3 – Engineering Services During Construction

Dear John,

As requested, Stantec is providing you with this proposal for engineering support services during the construction of the RP-1 Mechanical Restoration and Improvements Project, EN17082. The scope of work provided is based on the similar ongoing support services being performed by Stantec for the 1158 RWPS Upgrades (EN14042) project.

Scope

Task 1- Meetings and Site Visits

1.1 Pre-Construction Meeting

We will attend a pre-construction meeting and will present an overview of project scope, Stantec's role and responsibilities during the course of construction of the project.

1.2 Construction Workshops

We will attend the following workshops to provide assistance to the contractor or contractor's representative as required throughout the estimated 18 months duration of construction for the project to include:

- Overall System, Demo, and Construction Sequencing (2)
- Mechanical (including process piping, pipe supports, pumping & grinding equipment), Concrete
- Electrical and Instrumentation & Control
- Architectural and HVAC System
- Coatings and Installation Observations
- Process Control and SCADA (assumed to be conducted by TSI)
- 70% Completion
- As-built
- Testing, Training, Start-Up and Commissioning

Reference: RP-1 Mechanical Restoration and Improvements Project, EN 17082 – Proposal for Contract Amendment 3 – Engineering Services During Construction

A total of up to ten (10) workshops are anticipated. Each of these workshops are assumed to be approximately 3-hours in duration.

1.3 Weekly Construction Progress Meetings

We will attend weekly construction progress meetings. We assume that the majority of these meetings will be via conference call. However, there may be meetings attended in person as required. For budgetary purposes, we anticipate seventy (70) weekly conference calls, with eight (8) additional progress meetings attended in person.

Task 2- Submittal Reviews

We will catalog information, review and process submittals per IEUA standard conditions using CIPO. We anticipate up to 180 submittals and up to 60 resubmittals.

Task 3 - Respond to Requests for Information (RFIs)

We will respond to Contractor's RFI's using CIPO for all documentation. However, simple items may be discussed via conference call. We assume up to eighty (80) RFI's will require our response.

Task 4 - Review of Construction Change Order Requests

We will assist with construction change order requests by reviewing the change order requests for validation of the quotes received from the contractor. We assume up to ten (10) such reviews.

Task 5 - Startup and Testing Assistance

We will provide written start-up protocol and assistance with facilities integration upon construction. Specifically, we will provide:

- Guidance and Review of Contractors step-by-step Shut down tie-in plans
- Guidance and Review of Contractors step-by-step Startup plans

Task 6 - Preparation of Record Drawings

We will prepare record drawings, or as-built drawings, based on the information provided to us. We assume the following:

- As-built changes will be created in AutoCAD from mark-ups made on the conformed set of plans provided by the Contractor redline as-built markups and IEUA's construction manager's markups
- We assume one (1) review set of record drawings by IEUA before finalizing
- We will submit final record drawings electronically in AutoCAD and PDF format

Task 7- Project Management

We will perform the necessary project management activities such as, regular communications; monthly progress reports submitted with project invoice, scope and budget tracking with effort based on anticipated duration for construction. If applicable, we will assist IEUA with development of an Asset List.

16 May 2019

Page 3 of 3

Reference: RP-1 Mechanical Restoration and Improvements Project, EN 17082 – Proposal for Contract Amendment 3 – Engineering Services During Construction

Exclusions

- Survey and construction staking services are not included in this scope of services
- Full Inspection services

Budget

To perform the above scope of services, Stantec respectfully requests a budget of \$430,000 to be amended to the current contract. We have attached a breakdown of the proposed labor hours and costs for each task described above.

Regards,

Stantec Consulting Services Inc.



Jeff Dunn, PE
Senior Project Manager, Civil
Phone: (949) 923-6974
Fax: (949) 923-6121
jeff.dunn@stantec.com



Robert Reid, PE
Senior Associate
Phone: (949) 923-6071
Fax: (949) 923-6121
Robert.reid@stantec.com

Attachment: Labor Hours Breakdown by Task

c. Ruoren Yu, Travis Sprague

dj v:\2042\active\224501142\0_framework\6_change_orders\amendment#3_esdc\let_amendment_3_esdc_en17082_mech_restoration_rev2.docx

**Inland Empire Utilities Agency
 Contract Amendment No. 3 - RP-1 Mechanical Restorations Project No. EN17082
 Engineering Services During Construction
 Proposed Labor Hours and Budget**



	LABOR HOURS												TOTAL STANTEC LABOR FEES	Other	Other Direct Costs	TOTAL FEES
	QA/QC	Project Manager Jeff Dunn	Project Engineer Ruoren Yu	Mechanical Lead Ed Pascoa, PE	Mechanical Designer / CAD	Architectural Lead Elizabeth Navarro	HVAC Lead Arman Khalighi	HVAC Designer / CAD	Electrical Engineer Marty Armenta	Instrumentation & Controls Engineer John Nel	Electrical Designer / CAD	TOTAL STANTEC LABOR HOURS				
1 Meetings and Site Visits	0	40	214	50	0	12	24	0	96	30	0	466	\$ 91,050	\$3,465	\$8,743	\$ 103,258
1.1 Pre-Construction Meeting		4	4						8			16	\$ 3,295		\$703	\$ 3,998
1.2 Construction Workshops (10)		20	90	20		6	8		40	10		154	\$ 37,346	\$990	\$8,040	\$ 46,376
1.3 Weekly Construction Progress Meetings (78)		16	120	30		6	16		48	20		236	\$ 49,802	\$2,475		\$ 52,277
2 Submittal Reviews (240)	12	40	300	100		40	40	2	120	40		694	\$ 135,612	\$920		\$ 136,532
3 Respond to RFI's (80)	12	42	160	50		16	16		100	16		412	\$ 82,068	\$1,380		\$ 83,448
4 Review of Construction Change Order Requests (10)	8	12	24	12			8		24			88	\$ 17,968			\$ 17,968
5 Startup and Testing Assistance			40	16					40	16		112	\$ 22,720		\$4,690	\$ 27,410
6 Preparation of Record Drawings	4		64		60	6	4	24	24		42	228	\$ 38,906	\$230		\$ 39,136
7 Project Management		80	24									104	\$ 22,248			\$ 22,248
Total Base Hours	36	214	826	228	60	74	82	26	404	102	42	2,104				
Total Base Fees	\$8,964	\$48,150	\$146,202	\$51,300	\$9,120	\$13,098	\$14,536	\$3,952	\$85,244	\$22,950	\$7,056		\$ 410,572	\$5,895	\$13,433	\$ 430,000

**CONSENT
CALENDAR
ITEM**

3H



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

ADW
09/11/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: San Bernardino Lift Station Improvements Construction Contract Award

Executive Summary:

The San Bernardino Lift Station conveys approximately three million gallons a day (3 MGD) of sewage to the Regional Water Recycling Plant No. 4 (RP-4) through two force-mains. The goal of the project is to increase operational flexibility and reliability by installing a 4-inch drain line on each force-main and two 24-inch isolation valves between both force-mains.

On August 22, 2019, IEUA received eight construction bids from the "two-million and under" pre-qualified contractor list. AToM Engineering Construction, Inc. was the lowest responsive and responsible bidder with a bid price of \$118,398, which was under the engineer's estimate of \$135,500.

Staff's Recommendation:

1. Award a construction contract for the San Bernardino Lift Station Facility Improvements, Project No. EN19041, to AToM Engineering Construction, Inc. in the amount of \$118,398; 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:

EN19041/San Bernardino Lift Station Facility Improvements Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory 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 San Bernardino Lift Station Facility Improvements 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 - PowerPoint

Attachment 2 - Construction Contractor Contract

Attachment 1

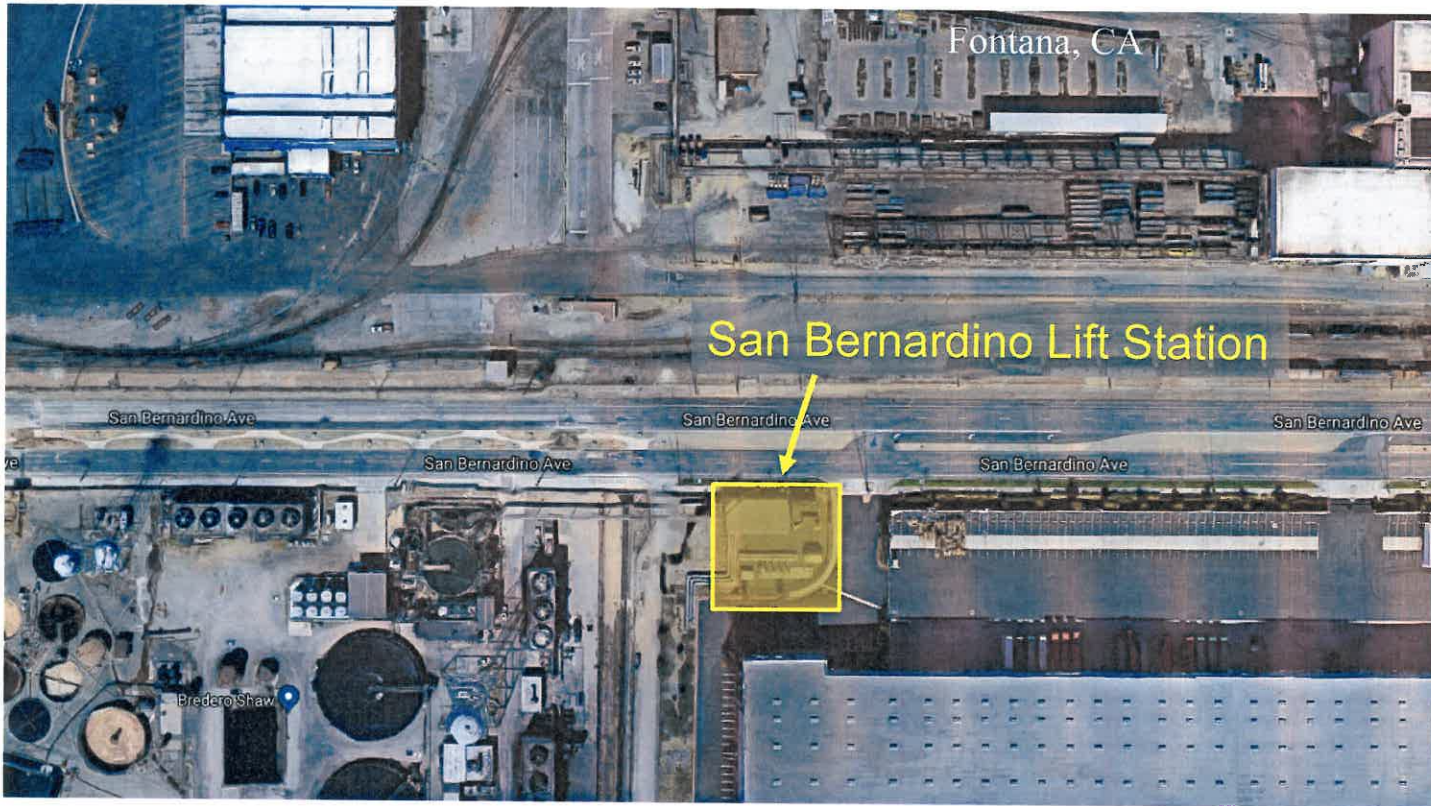
San Bernardino Lift Station Facility Improvements Construction Contract Award

Project No. EN19041



Travis Sprague
September 2019

Project Location



The Project

- Isolation of force-mains needed for routine maintenance
- Draining the force-mains is time consuming and inefficient
- Lose half the pumps at the station when a force-main is isolated
- Scope includes:
 - Install 4-inch PVC drain system
 - Install two (2) 24-inch isolation valves



San Bernardino Lift Station Force Mains



Proposed Drain Line Location

Contractor Selection

Eight bids were received on August 22, 2019:

Bidder's Name	Final Bid Amount
AToM Engineering Construction, Inc.	\$118,398
Ferreira Coastal Construction Co.	\$122,940
Genesis Construction	\$131,620
Tharsos, Inc.	\$132,878
W.A. Rasic Construction	\$133,520
Canyon Springs Enterprises	\$133,750
Humphrey Constructors	\$135,000
MNR Construction, Inc.	\$193,300
Engineer's Estimate	\$135,500

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$40,685
Design Consultant Contract	\$36,455
IEUA Design Services (actuals)	\$4,230
Construction Services	\$14,208
Engineering Services During Construction (7%)	\$8,288
IEUA Construction Services (5%)	\$5,920
Construction	\$136,158
Construction Contract (this action)	\$118,398
Contingency (15%)	\$17,760
Total Project Cost:	\$191,051
Total Project Budget:	\$200,000

Project Milestone	Date
Construction	
Construction Contract Award	September 2019
Construction Completion	April 2020

Recommendation

1. Award a construction contract for the San Bernardino Lift Station Facility Improvements, Project No. EN19041, to AToM Engineering Construction, Inc. in the amount of \$118,398;
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

The San Bernardino Lift Station Facility Improvements 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

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between AToM Engineering Construction, Inc., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR San Bernardino Lift Station Facility Improvements Project No. EN19041, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$ One Hundred Eighteen Thousand, Three Hundred Ninety Eight Dollars and Zero Cents.

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA two hundred ten (210) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.
- L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

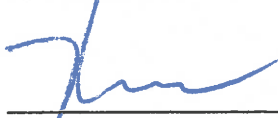
IN WITNESS WHEREOF, The CONTRACTOR and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

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

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

By _____
General Manager

CONTRACTOR

By  _____
Secretary
Title

* A Municipal Water District

**CONSENT
CALENDAR
ITEM**

31



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager ASV

Committee: Engineering, Operations & Water Resources

09/11/19

Finance & Administration

09/11/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: Project Management Documentation System Contract Award

Executive Summary:

Since 2008, Engineering and Construction Management has been utilizing Construction Management Capital Improvement Program Office System (CIPO) for project documentation control. CIPO has proven to be an efficient and cost-effective website-based system, reducing turnaround of time-sensitive documents such as requests for information, submittals, change orders, and other critical project related items. CIPO provides the ability to generate various types of reports which keep the project team apprised of issues that require attention.

A Project Documentation System is extremely important to a successful execution of the adopted Ten-Year Capital Improvement Plan (TYCIP). With the current CIPO contract set to expire in June 2021, staff researched several other documentation systems, including eBuilder, Procure, and Lydon Solutions. Staff found CIPO to be the most effective, cost-efficient, system. Staff is recommending CIPO Version 3.0 System seven-year service agreement contract be awarded in the amount of \$718,500. A budget amendment is needed to fund the contract for the current Fiscal Year in the amount of \$210,000, which includes the yearly license fee of \$90,000 plus \$120,000 for six months of implementation. A dual-payment will be made for Version 2.0 and Version 3.0 until all active projects are completed and archived from Version 2.0 which is anticipated for June 2021.

Staff's Recommendation:

1. Approve a contract award to CIPO Cloud Software, LLC for support and services on the Project Management Documentation System (CIPO) for a not-to-exceed amount of \$718,500 for a term of seven years;
2. Approve a budget amendment in the amount of \$210,000 in the Regional Wastewater Improvement Fund; and
3. Authorize the General Manager to execute the contract and budget amendment, subject to non-substantive changes.

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

Account/Project Name:

1000/118100/10900/50000/521410

Fiscal Impact (explain if not budgeted):

Funding for the contract will be budgeted yearly during the Fiscal Year budget process.

Prior Board Action:

On July 16th, 2014, the Board of Directors approved a contract award to IT Vizion for support and services on the Construction Management Capital Improvement Program Office (CIPO) for a not-to-exceed amount of \$206,768 for a term of seven years.

On May 21, 2008, the Board of Directors approved the engineering services contract with MWH Americas, which included the software license for CIPO hosting services and maintenance support for the Construction Project Management System developed under the MWH contract.

Environmental Determination:

Not Applicable

Business Goal:

The Project Management Documentation System Contract is consistent with the IEUA's Business Goal of Wastewater Management, specifically the Water Quality Objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - Contract

Attachment 1



**MASTER SERVICES CONTRACT NUMBER: 4600002803
FOR PROVISION OF**

**CONSTRUCTION PROGRAM MANAGEMENT SYSTEM SOFTWARE LICENSE,
HOSTING SERVICE AND MAINTENANCE SUPPORT**

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 CIPO Cloud Software of Corona, CA (hereinafter referred to as "Consultant"), for the Construction Program Management System Software License, Hosting Service and Maintenance Support Services.

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: Rachael Solis, Supervisor of Engineering Services
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building B
Chino, CA 91708
Telephone: 909-993-1895
Facsimile: 909-993-1490
Email: rsolis@ieua.org

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

Consultant: Alex Ivascu
CIPO Cloud Software
Address: 423 Jenks Cir, Ste 205
Corona, CA 92880
Telephone: 800-225-7430
Email: alex@cipocloud.com
Cell: 951-532-3823

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002803.
 2. Contract Number 4600002803 General Terms and Conditions.
 3. CIPO Cloud Software as a Service Agreement dated August 29, 2019.
 4. Consultant's Proposal.
4. SCOPE OF WORK AND SERVICES: Consultant services and responsibilities shall be in accordance with Exhibit A, which is attached hereto, incorporated herein and made a part hereof for software license, hosting service, and maintenance of the construction management tracking software created by CIPO Cloud Software.
- A. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
 - B. SOC-2 compliance and certification must be achieved no later than April 1, 2020. If SOC-2 certification is not achieved by April 1, 2020, IEUA reserves the right to retain 30% of the monthly subscription fee for each month that SOC-2 compliance is not met starting April 1, 2020. IEUA will continue to withhold 30% of the monthly subscription fee until SOC-2 certification is achieved. SOC-2 certification must be kept current throughout the entirety of the Agreement once it is achieved.

TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of Construction Program Management System Software License, Hosting Service and Maintenance Support Services, or August 30, 2026, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.

5. PAYMENT, INVOICING, AND COMPENSATION:
- A. The Consultant 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 Consultant'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 Consultant's monthly invoice, for a total contract price NOT-TO-EXCEED **\$718,500** for all services satisfactorily provided during the term of this Contract in accordance with Exhibit B which is attached hereto.

- C. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Consultant 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 Consultant 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 Consultant in complying with this Contract, as approved by the Project Manager.
 - E. Consultant may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Consultant who has proposed accepting an invoice amount reduction in exchange for early payment; (CONSULTANT) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@jeua.org email address.
6. CONTROL OF THE WORK: The Consultant shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Consultant 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 Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
7. INSURANCE: During the term of this Contract, the Consultant shall maintain, at Consultant's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1); or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, 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 Consultant 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 Consultant'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 Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any 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

Consultant hereby grants to Agency a waiver of any right to subrogation which any insurer of the Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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: Consultant 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 Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

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

8. FITNESS FOR DUTY:

- A. Fitness: Consultant and its SubConsultant 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. Compliance: Consultant shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and

shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant, its employees, or subconsultants.

- 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 Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Consultant or by any subconsultant 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 Consultant 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 agreement with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment provided to Consultant 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. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. 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.

- 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 Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

- K. Disputes:
 1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of 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 Consultant shall comply, with the Agency Project Manager instructions. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.

b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant 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 Consultant in mediation or arbitration commenced by a Consultant 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 Consultant.

L. Workers' Legal Status: For performance against this Contract, Consultant shall only utilize employees and/or subconsultants that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

10. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Consultant 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.

11. 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 Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of 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. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. Disposition: Consultant shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

12. PROPRIETARY RIGHTS:

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

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

2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have

complete control of the Work, Consultant 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, Consultant 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.

13. **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

Consultant: Alex Ivascu
CIPO Cloud Software
423 Jenks Circle, Suite 205
Corona, CA 92880

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.

14. **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 Consultant, and their respective successors and assigns. No assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
15. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any

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

16. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant'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 Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
17. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Consultant 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 Consultant.
18. 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.
19. 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 Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination, as approved by the Project Manager.
20. 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.
21. 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 Consultant by the Project Manager.
22. 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.

23. 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*

CIPO CLOUD SOFTWARE:

Shivaji Deshmukh, P.E. (Date)
General Manager

Alex Ivascu (Date)
President

EXHIBIT A

CIPO Cloud Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made on [AGREEMENT DATE] (the "Effective Date") between CIPO Cloud Software, LLC, a California Limited Liability Corporation with its principal place of business at 423 Jenks Cir., Ste-205, Corona, CA 92880 ("CIPO Cloud") and Inland Empire Utilities Agency, a California corporation with its principal place of business at 6075 Kimball Ave, Chino, CA 91708 ("IEUA").

(The capitalized terms used in this agreement, in addition to those above, are defined in section 27 DEFINITIONS.)

1. **Grant of License to Access and Use Service.** CIPO Cloud hereby grants to IEUA, including to all IEUA's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide license to access and use the CIPO Cloud system (the "Service") solely for IEUA's internal business operations (the "DELIVERABLE"), according to CIPO Cloud's terms and policies listed at <https://www.cipocloud.com/terms>.
2. **Fees.** IEUA shall pay CIPO Cloud a yearly subscription fee of \$85,500 for up to 250 named users (the "Subscription Fee") for the DELIVERABLE provided under this agreement.
3. **Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1.5] % per month ([12.68] % annually) or the maximum allowed by Law, whichever is less.
4. **Service Levels**
 - 4.1. **Applicable Levels.** CIPO Cloud shall provide the Service to IEUA with a System Availability of at least [99.9] % during each calendar month.
 - 4.2. **System Availability Definition**
 - 4.2.1. **Percentage of Minutes per Month.** "System Availability" means the percentage of minutes in a month that the key components of the Service are operational.
 - 4.2.2. **Not Included in "System Availability."** "System Availability" will not include any minutes of downtime resulting from
 - 4.2.2.1. scheduled maintenance,
 - 4.2.2.2. events of force majeure,
 - 4.2.2.3. issues associated with IEUA's computing devices, local area networks or internet service provider connections, or
 - 4.2.2.4. CIPO Cloud's inability to deliver services because of IEUA's acts or omissions.
5. **Data Privacy.** CIPO Cloud may collect, use and process IEUA data only according to CIPO Cloud's Privacy Policy, available at <https://www.cipocloud.com/privacy>.

6. **Back-Up Data.** CIPO uses Azure SQL as its database. Backup and recovery specifics are listed below
 - 6.1. Database Backups
 - 6.1.1.1. Transaction Log Backups are taken every 5-10 minutes
 - 6.1.1.2. Differential backups are taken every 12 hours
 - 6.1.1.3. Full Backups are done every week
 - 6.2. Database Recovery
 - 6.2.1.1. Point in Time Recovery is available on data that is up to 14 days old
 - 6.2.1.2. Weekly Backups are kept for 8 weeks
 - 6.2.1.3. Monthly Backups are kept for 26 weeks
 - 6.2.1.4. A typical full database restore will take anywhere from 15 min to 2 hours depending on the size of the database
 - 6.3. Backups are stored in blob storage and are replicated to a different data center for protection against data center outage.
 - 6.4. On IEUA's request and payment of \$500 per copy, CIPO Cloud shall deliver to IEUA a full back-up of IEUA's Data, in a format the parties agree on in writing, typically done in XML or database backup files.
7. **Single Sign-On.** CIPO uses Azure Active Directory (AAD) as its authentication service. A CIPO customer may allow its users to sign-in to CIPO using their on-premise Active Directory logins and password via AD Pass Through Authentication or even without having to enter a password while on the corporate network (SSO) using Azure AD Federation. Both of these use Azure AD Connect. Implementing Azure AD Connect will be done a customer by customer basis.
8. **Statistical Information.** CIPO Cloud may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, but only if such information does not identify the data as IEUA's or otherwise include IEUA's name.
9. **Representations**
 - 9.1. Mutual Representations
 - 9.1.1. Existence. The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.
 - 9.1.2. Authority and Capacity. The parties have the authority and capacity to enter into this agreement.
 - 9.1.3. Execution and Delivery. The parties have duly executed and delivered this agreement.
 - 9.1.4. Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.

- 9.1.5. No Conflicts. Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
- 9.1.6. No Breach. Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under
 - 9.1.6.1. its articles, bylaws, or any unanimous shareholders agreement,
 - 9.1.6.2. any Law to which it is subject,
 - 9.1.6.3. any judgment, Order, or decree of any Governmental Authority to which it is subject, or
 - 9.1.6.4. any agreement to which it is a party or by which it is bound.
 - 9.1.6.5. Permits, Consents, and Other Authorizations. Each party holds all Permits and other authorizations necessary to
 - 9.1.6.5.1. own, lease, and operate its properties, and
 - 9.1.6.5.2. conduct its business as it is now carried on.
 - 9.1.6.6. No Disputes or Proceedings. There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
 - 9.1.6.7. No Bankruptcy. Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.
- 9.2. CIPO Cloud's Representations
 - 9.2.1. IP Disclosure Schedule. CIPO Cloud's Disclosure Schedule lists any exceptions to its representations.
 - 9.2.2. Ownership. CIPO Cloud is the exclusive legal owner of the Service, including all Intellectual Property included in the Service and granted under the DELIVERABLE.
 - 9.2.3. Status of Licensed Intellectual Property. CIPO Cloud has properly registered and maintained all Intellectual Property included in the Service and granted under the [DELIVERABLE] and paid all applicable maintenance and renewal fees.
 - 9.2.4. No Conflicting Grant. [Except as disclosed in CIPO Cloud's Disclosure Schedule] CIPO Cloud has not granted and is not obligated to grant any license to a third party that would conflict with the [DELIVERABLE].
 - 9.2.5. No Infringement. [Except as disclosed in CIPO Cloud's Disclosure Schedule] The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.
 - 9.2.6. No Third-Party infringement. To CIPO Cloud's Knowledge, no third party is infringing the Service.

10. User Obligations

- 10.1. Hardware Obligations. IEUA shall be responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to internally access the Service.
- 10.2. Anti-Virus Obligations. IEUA shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").
- 10.3. IEUA's Use of Services. IEUA shall
 - 10.3.1. abide by all local and international Laws and regulations applicable to its use of the Service,
 - 10.3.2. use the Service only for legal purposes.

11. Restricted Uses. IEUA will not knowingly

- 11.1. upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service,
- 11.2. modify, disassemble, decompile or reverse engineer the Service,
- 11.3. probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service,
- 11.4. copy or reproduce the Service,
- 11.5. maliciously reduce or impair the accessibility of the Service,
- 11.6. use the service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material, or
- 11.7. transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

12. Export Compliance

- 12.1. No Representation by CIPO Cloud. CIPO Cloud makes no representation that the Service is appropriate or available for use outside of the United States.
- 12.2. IEUA Status. IEUA represents and that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed the import or export of goods, on the United States Treasury Department's List of Specially Designated Nationals or United States Commerce Department's Table of Deny Orders.

13. Ownership of Intellectual Property. CIPO Cloud will retain all interest in and to the Services, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including CIPO Cloud's name, logos, and trademarks reproduced through the Service.

14. Indemnification

14.1. Indemnification by CIPO Cloud.

14.1.1. Indemnification for Infringement Claims. Subject to paragraph 21.1.2, CIPO Cloud (as an indemnifying party) shall indemnify IEUA (as an indemnified party) against all losses and expenses arising out of any proceeding

14.1.1.1. brought by a third party, and

14.1.1.2. arising out of a claim that the Services infringe the third party's Intellectual Property rights.

14.1.2. Qualifications for Indemnification. CIPO Cloud will be required indemnify IEUA under paragraph 21.1.1 only if

14.1.2.1. IEUA's use of the Services complies with this agreement and all documentation related to the Services,

14.1.2.2. the infringement was not caused by IEUA modifying or altering the Services or documentation related to the Services, unless CIPO Cloud consented to the modification or alteration in writing, and

14.1.2.3. the infringement was not caused by IEUA combining the Services with products not supplied by CIPO Cloud, unless CIPO Cloud consented to the combination in writing.

14.2. Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

14.2.1. brought by either a third party or an indemnified party, and

14.2.2. arising out of the indemnifying party's willful misconduct or gross negligence.

14.3. Notice and Failure to Notify

14.3.1. Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall

14.3.1.1. notify the indemnifying party of the indemnifiable proceeding, and

14.3.1.2. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

14.3.2. Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding within ninety (90) days, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

14.4. Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section 21.

15. Limitation on Liability

- 15.1. **Mutual Limit on Liability.** Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.
- 15.2. **Maximum Liability.** CIPO Cloud's liability under this agreement will not exceed the fees paid by IEUA under this agreement during the 12 months preceding the date upon which the related claim arose.

16. General Provisions

- 16.1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,
 - 16.1.1. represent the final expression of the parties' intent relating to the subject matter of this agreement,
 - 16.1.2. contain all the terms the parties agreed to relating to the subject matter, and
 - 16.1.3. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
 - 16.2. **Amendment.** CIPO Cloud may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL <https://www.cipocloud.com/terms>.
 - 16.3. **Assignment.** IEUA may not assign this Agreement or any of its rights or obligations under this Agreement without CIPO Cloud's express written consent.
 - 16.4. **Notices**
 - 16.4.1. **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
 - 16.4.2. **Receipt of Notice.** A notice given under this agreement will be effective on
 - 16.4.2.1. the other party's receipt of it, or
 - 16.4.2.2. if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.
 - 16.5. **Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.
- 17. Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

17.1. Waiver

- 17.1.1. Affirmative Waivers. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
- 17.1.2. Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.
- 17.1.3. No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
- 17.1.4. No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

17.2. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

18. Relationship of the Parties

- 18.1. No Relationship. Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
- 18.2. No Authority. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.

19. Cooperation. You will reasonably cooperate with any of the CIPO Cloud's investigation of Service outages, security problems, and any suspected breach of the Agreement. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

- 19.1. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20. Definitions

"Authorized Users" means the Persons authorized to use the Services under this agreement. The full listing will be managed by IEUA CIPO Cloud Administrator and is available in the Users Management section of the Service.

"Business Day" means a day other than a Saturday, Sunday, or any other day on which the principal banks located in New York, New York are not open for business.

"Data" means all of the data IEUA creates with or uses with the Service, or otherwise related to IEUA's use of the Services.

"Disclosure Schedule" means the schedules delivered, before the execution of this agreement, by each party to the other party which list, among other things, items the disclosure of which is necessary or appropriate either in response to an express disclosure requirement contained in a provision of this agreement or as an exception to one or more of the representations or warranties made by the party, or to one or more of the covenants of the party.

"Effective Date" is defined in the introduction to this agreement.

"Governmental Authority" means

- A. any federal, state, local, or foreign government, and any political subdivision of any of them,
- B. any agency or instrumentality of any such government or political subdivision,
- C. any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- D. any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- A. trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- B. copyrights, including all applications and registrations related to the foregoing,
- C. trade secrets and confidential know-how,
- D. patents and patent applications,
- E. websites and internet domain name registrations, and
- F. other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

- A. any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- B. any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"License Grant" is defined in section 1.

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Person" includes

A. any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and

B. any individual.

"Service" is defined in section 1.

"Subscription Fee" is defined in section 3.

"System Availability" is defined in the Service Levels Agreement, attached to this agreement as Exhibit A.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Viruses" is defined in section 13.

This agreement has been executed by the parties.

CIPO Cloud Software, LLC

By: _____

Name: _____

Title: _____

Inland Empire Utilities Agency

By: _____

Name: _____

Title: _____

EXHIBIT A

Premium Service Support

1. **Premium Support Services.** Premium Services Support ("Premium Support") services entitles the Customer to the following:
 - a. Telephone or electronic support in order to help the Customer locate and correct problems with the Software.
 - b. Bug fixes and code corrections to correct Software malfunctions in order to bring the Service into substantial conformity with the operating specifications.
 - c. All extensions, enhancements and other changes that the Company makes or adds to the Service and which the Company offers, without charge, to all other Subscribers of the Service.
 - d. Up to four dedicated contacts designated by the Customer in writing that will have access to support services.

2. Response and Resolution Goals

Severity 1: The Production system / application is down, seriously impacted and there is no reasonable workaround currently.

Upon confirmation of receipt, the Company will begin continuous work on the issue, and a customer resource must be available at any time to assist with problem determination.

Once the issue is reproducible or once we have identified the Software defect, the Company support will provide reasonable effort for workaround or solution within 24 hours.

Severity 2: The system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.

The Company will work during normal business hours to provide reasonable effort for workaround or solution within 7 business days, once the issue is reproducible.

Severity 3: The system or application is moderately affected. The issue is not critical and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.

The Company will work during normal business hours to provide reasonable effort for workaround or solution within 10 business days, once the issue is reproducible.

Severity 4: Non-critical issues.

The Company will seek during normal business hours to provide a solution in future releases of the Service.

SCHEDULE B

Software Service and Pricing

This Software Service and Pricing Schedule is effective upon the Software as a Service Agreement Effective Date, documents the Service (defined below) being purchased by Inland Empire Utilities Agency ("Customer") under the terms and conditions of the Software as a Service Agreement.

1. Services.

CIPO Cloud Software system access for 250 users.

2. Term.

The term begins upon the Schedule Effective Date and ends one year thereafter. (the "Subscription Term.") The Subscription Term shall be **automatically renewed** thereafter on a year-to-year basis (each a "**Renewal Term**"), unless either party shall give the other party not less than sixty (60) days' prior written notice of its intention not to extend this Agreement prior to the original term or any subsequent **Renewal Term** hereof. Please see our online Terms and Conditions regarding cancellation of your **Renewal Term**. The Subscription Fee as set out in Section 3 below, shall be increased in a **Renewal Term** if the number of users increases by ten percent (10%) over the original number of users from the original term.

3. Subscription Fee.

The total value of this Schedule is \$85,500. Upon execution of this Schedule, the Company shall issue an invoice in accordance with the Software as a Service Agreement.

Premium Support is included in the Subscription Fee.

EXHIBIT B



423 Jenks Cir, Ste 205
Corona, CA 92880, US
+1 951-893-2306
www.cipo.cloud

August 29, 2019

Gregory Dominguez
Inland Empire Utilities Agency
6075 Kimball Ave
Chino, CA 91708

Proposal Number: 002a-IEUA-r7
Prepared by Alex Ivascu

Statement of Confidentiality

The information in this document is proprietary and confidential to CIPO, specifically pricing information, methodology, materials, and consulting documents that may be described herein. No part of this document may be reproduced in any form, including photocopying or electronic transmission to any computer, without prior written consent of CIPO. The information in this document is confidential and proprietary to CIPO and may not be used or disclosed except as expressly authorized in writing by CIPO.

Trademarks

Product names mentioned in this document may be trademarks or registered trademarks of their respective companies and are hereby acknowledged.



PROPOSAL FOR CIPO AND PROFESSIONAL SERVICES

Table of Contents

Section 1: Introduction	3
Section 2: Pricing	6
Section 3: Order Information	6



Section 1: Introduction

CIPO Cloud would like to thank IEUA for the opportunity to submit this proposal.

Designed with public agencies in mind, CIPO is an ever-evolving, dynamic, and affordable SaaS solution to help efficiently manage construction projects and programs. It's accessible 24/7 from any device, it's real-time, and it's a single source of the truth. CIPO was built for owners, by owners.

Software for your Success

We worked closely with Owners to build CIPO Cloud. The system helps address the challenges agencies face in managing Public construction programs and projects, while providing flexibility to adhere to their Agency standards.

Whether a small project or large multi-billion CIP, having the right software can make the difference between a successful project and one that doesn't meet expectations. We believe that CIPO is the system that can help make our customers successful.

CIPO Cloud Benefits

CIPO Cloud automates your business practices, provides *real-time* project information to help you manage efficiency and increase productivity while reducing costs. It's the best value software solution on the market for Agencies.

Efficient	Provides workflow automation and provides for a paperless environment through eSignatures.
Flexible	Highly configurable. Allows mapping of your existing business processes.
Available	By using modern technologies, CIPO is always ON for your users.
Affordable	Our per user subscription-based licensing is easy on your Agency's budget.
Intuitive	The user-friendly, intuitive interface makes onboarding your Partners easy.

Efficient: CIPO helps construction owners manage CIP more efficiently by providing real-time project information in a centralized manner. All information in one system.

- All project team members have the ability to access the same information.
- Information entered by one project member is immediately available to other project members.
- Automated workflows ensure the proper checks and balances are in place for all phases of a project.
- Paper is a thing of the past. Through eSignature, CIPO enables your staff to make approvals faster.

Flexible: Rather than taking a "one-size-fits-all" approach, CIPO has been developed from the ground up to easily adapt to your processes in order to meet the distinct business needs and practices of your agency. It was built #byownersforowners.

- You can quickly build, personalize and scale, which in turn has a faster ROI
- Create a "look and feel" that is familiar to your workforce
 - Create customized reports so information is presented how your agency needs it
 - Document formats can be personalized to give "printouts" the desired look



- Embed your workflow practices into the system to automate document and task assignment, approval processes, as well as others.
- The personalized FTP/Plan room file sharing allows you to build your online document management system, based on your specific needs.

Available: CIPO has been built using modern technologies that gives you freedom from your desk. You can access project information anywhere, at any time, from any device.

- CIPO leverages the latest high availability and secure architecture to ensure we meet your information needs twenty-four hours a day, seven days a week. We guarantee availability.
- CIPO supports all the major Internet browsers. No software to download or to manage, ever.

Affordable: In an age of shrinking public resources, CIPO is kind to your budget.

- Manage an *unlimited number* of projects through CIPO. We do not charge based on the number of projects or programs, nor their value
- CIPO is licensed as a subscription per user, per year. Scale up or scale down users as necessary.
- There are no maintenance fees to maintain any software or server hardware. We manage it for you.
- CIPO is IT friendly. It ties well into your corporate Active Directory running on the Microsoft platform.
- CIPO is constantly being improved. All users automatically receive free upgrades and enhancements to the software *without* an additional charge.

Intuitive: CIPO was designed with the user in mind. We have made implementation and use of the software easy and intuitive, hiding all the complexities.

- Being user-friendly is our goal. The screens, the processes, and the Administration of the software were designed to make using CIPO intuitive, eliminating the need for long training sessions.

What Does CIPO Do?

CIPO is highly configurable, and you can think of it as a business process automation tool. Out of the box you have a full working Construction Management solution on which you can build upon. This solution includes the basics. SOVs, Progress Payments, RFIs, Submittals, Change Orders, Potential Change Orders, Correspondence, Dashboards and Standard Reports. During implementation, we work with our Customers to help them define workflows to be automated, create the necessary roles and their permissions, and personalize the document templates.

Correspondence Module: Communicate within your project members centrally. Some features include:

- All communications are captured and stored in context within the system.
- Replies from Outlook or similar email programs are accepted, and automatically stored to the conversation.
- Build and control default Agency email *templates*. Helps save time and increases efficiency.
- It is centralized, secured and searchable.

Document/File Management Module: Agencies define their own folder structures to store their Project documents in an intuitive manner. All attachments/uploads are stored in an encrypted, secured environment, and are accessible to users with proper credentials. Think of a network drive share, but in the cloud.

Progress Payments and Schedule of Values (SOV) Module: Track and approve contractor progress payments against the approved schedule of values. Agency defined business rules allows you decide how to route and



manage progress payments. Simple and efficient. Visibility throughout the process. * Roadmap to integrated with SAP and others.

Submittals Module: CIPO allows you to configure any dynamic modules, including Submittals. Define the fields and workflow to enforce for each submittal. Flexible and highly customizable to meet your specific needs.

RFI Module: Define the fields you want to capture, and the business rules to follow for each RFI. Who approves when? And many more options. CIPO is very flexible and highly customization for any module.



Section 2: Pricing

The following tables are used to define the indicative budgetary price of the CIPO software product with inclusive maintenance and support license. Quoted price is Net price and does not include any additional fees for taxes, if applicable.

Category	QTY	Description	Price/QTY
CIPO yearly subscription	7yrs	Software license for up to 250 named users on the CIPO system	\$85,500
Professional Services *	960hrs	Onsite and offsite professional services to help CUSTOMER setup environment, create workflows, create templates, create reports, define and implement Design Module.	\$125
Training Services	4	CIPO Admin Training	\$0
Standard Support	7yrs	Standard 8-5pm PST, M-F, technical support	\$0
TOTAL cost			\$718,500

* Services work covers implementation, configuration and settings changes of the CIPO Cloud product and does not include changes to the product code. All product feature requests will be considered and prioritized by Product Management for inclusion on Product roadmap.

Section 3: Order Information

Purchase Order must be made in dollars [USD], addressable to:

CIPO Cloud Software
5225 Canyon Crest Dr, 71-244
Riverside, California 92507

Respectfully Submitted By:

Alex Ivascu
President



Addendum 1

SOC-2 Compliance

Security is of utmost importance to CIPO Cloud Software. As such, we are currently pursuing SOC-2 compliance and intend on achieving this certification **6-months** after Contract Award.

This certification will be kept current after the initial successful audit.

**CONSENT
CALENDAR
ITEM**

3J



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SD

Committee: Engineering, Operations & Water Resources

09/11/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: RP-1 Flare Improvements Consultant Contract Amendment

Executive Summary:

In January 2017, IEUA awarded an engineering services contract to Lee & Ro, Inc., for the Regional Water Recycling Plant No.1 (RP-1) Flare Improvements Project design. Due to sensitivity of the project scope and the limited number of flare manufacturers that can meet South Coast Air Quality Management District's emission limits, staff pre-selected a qualified flare supplier for this project and the Regional Water Recycling Plant No.5 (RP-5) Expansion Project.

The pre-selection approach enhances quality, efficiency, safety, and compliance; however, it resulted in additional level-of-effort by the design consultant, which includes:

1. Development of plans and specifications for the pre-selection package
2. Job walks, meetings, and conference calls
3. Evaluation of flare suppliers proposals
4. Coordination with RP-5 Expansion Project for flare standardization

Staff requests an amendment to Lee & Ro, Inc., for the additional engineering services in the amount of \$76,524, increasing Lee & Ro's contract from \$417,160 to \$493,684 (18%).

Staff's Recommendation:

1. Approve the consulting contract amendment for the RP-1 Flare Improvements, Project No. EN18006, to Lee & Ro, Inc., for a not-to-exceed amount of \$76,524; and
2. Authorize the General Manager to execute the consulting engineering services amendment, subject to non-substantive changes.

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

Account/Project Name:

EN18006/RP-1 Flare Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On January 18, 2017, the Board of Directors awarded a contract to Lee & Ro, Inc., for the consulting engineering services on the RP-1 Flare Improvements, Project No. EN18006, for a not-to-exceed amount of \$378,030.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 and Class 2 as defined in Section 15301 of the State CEQA Guidelines.

Business Goal:

The RP-1 Flare Improvements Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - Powerpoint

Attachment 2 - Consultant Contract Amendment

Attachment 1

RP-1 Flare Improvements Consultant Contract Amendment Project No. EN18006



Jamal Zughbi, P.E.
September 2019

Project Location



Purpose of Flare

- Flare works as a large safety valve
- Combusts excess digester gas not used at the facility
- Controls digester gas system pressure – no venting to atmosphere
- Maintains compliance with SCAQMD requirements



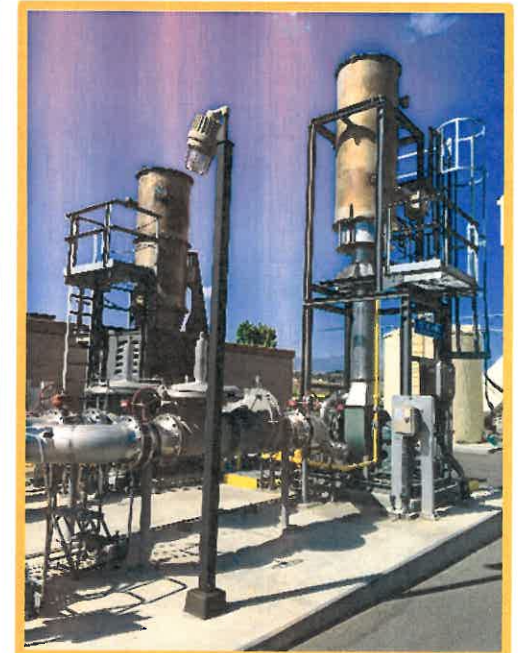
RP-1 Existing Flare System

The Project

- **Current Project Scope**
 - Replace existing non-compliant flare
 - Design and install three new flares
 - Provide reliable control system with backup power
- **Amendment Scope/Driver**
 - Sensitive nature of flare system
 - Decision made to preselect flare suppliers
 - Additional effort to support preselection
 - Coordination with RP-5 Expansion Project



RP-1 Existing Candlestick Flare



Example Future Flare System Image

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$888,684
Design Contract	\$417,160
Design Contract Amendment (this action)	\$76,524
IEUA Design Services	\$395,000
Construction Services	\$350,000
Engineering Services During Construction (~4%)	\$150,000
IEUA Construction Services (~5%)	\$200,000
Construction	\$4,265,000
Construction (estimate)	\$3,900,000
Contingency	\$365,000
Total Project Cost	\$5,503,684
Total Project Budget	\$5,564,918

Project Milestone	Date
Design	
85% Design Completion	October 2019
100% Design Completion	December 2019
Bid Opening	January 2020
Construction	
Construction Contract Award	February 2020
Construction Completion	February 2021

Recommendation

- Approve a consultant services contract amendment for the RP-1 Flare Improvements, Project No. EN18006, to Lee & Ro, Inc., for the not-to-exceed amount of \$76,524; and
- Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

The RP-1 Flare Improvements Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2



CONTRACT AMENDMENT NUMBER: 4600002261-002
FOR
CONSULTING ENGINEERING SERVICES
FOR THE
RP-1 FLARE IMPROVEMENTS PROJECT,
PROJECT NO. EN18006

THIS CONTRACT AMENDMENT TWO is made and entered into this ____ day of _____, 2019, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and LEE & RO, Inc. with offices located in City of Industry, California (hereinafter referred to as "Consultant"), to provide professional consulting engineering services in support of Project EN18006 ("the Project") and shall revise the Contract as herein amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD: Additional Consultant services and responsibilities shall include, and be in accordance with tasks identified in Consultant's Proposal dated August 13, 2019, attached hereto, referenced herein, and made a part hereof as **Exhibit 1-A**.

SECTION SIX, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:

In compensation for the additional Work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$493,684.00** for all services provided, which includes an additional **\$76,524.00** as outlined in Consultant's Proposal, attached hereto, made a part hereof, and referenced herein as **Exhibit 1-A**.

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

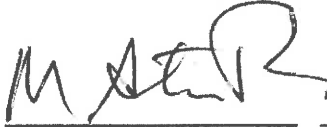
[Signature Page Immediately Follows]

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

**INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)**

LEE & RO, INC.:

Shivaji Deshmukh (Date)
General Manager

 8/19/19

M. Steve Ro, P.E. (Date)
CEO

[Balance Of This Page Intentionally Left Blank]

Exhibit 1-A



August 13, 2019

Mr. Jamal Zughbi, PE
Inland Empire Utilities Agency (IEUA)
6075 Kimball Ave.
Chino Hills, California 91708

Subject: Amendment Request for Design Services –
Engineering Services for RP-1 Flare Improvements Project, Project No. EN18006
Flare Pre-Selection and Natural Gas Line Underground Investigation

Dear Mr. Zughbi:

LEE & RO submits the following amendment request to cover additional design services in support of IEUA EN18006, *RP-1 Flare Improvements Project*. Additional design services fall under two tasks, presented below: Task 1 – Flare Preselection Design Services, and Task – 2 Natural Gas Line Underground Investigation.

Task 1 – Flare Preselection Design Services

September 2018, LEE & RO was directed to pause production of 85% Design Deliverables to focus on Preselection of the flare vendor and equipment to be installed under this project. The scope of work for this task includes:

- Full Development of Section 11405 *Digester Gas Flare* and Preselection “Front End” specifications; and related specifications (e.g. VFD or Valves) and control strategies for Preselection
- Development of site plans, elevations, P&ID’s and other drawings to be included within Preselection
- Coordination with RP-5 Expansion Project for Flare Standardization
- Conference calls, Job Walks, and meetings with IEUA, Vendors, and/or its Program Manager (Carollo)
- Assessment of received bids

As of July 2019, IEUA has begun the process of selecting Aereon as the Preselected vendor for EN18006. With Other Direct Costs included, the total cost for this task is **\$69,084**.

Task 2 – Natural Gas Line Underground Investigation

The new flare pilots will require natural gas (NG) and there are no NG service locations near to the project site. Bringing new NG service will require construction of a new, 750 LF, 3-inch gas line from an existing branch line, located near Digesters 2/3. To determine the alignment of the existing line and explore available utility corridors for the new NG line, our subconsultant Bess Test Labs (BTL) performed potholing services on two dates, February 20, 2019, and March 1, 2019. (Inclement weather on 20 Feb 2019 required re-mobilization on Mar 1, 2019). A total of 9

Mr. Jamal Zughbi
August 7, 2019
Page 2

potholes were dug for a charge of \$5,400 (see attached BTL invoice). In addition to BTL's effort, LEE & RO attended a job walk with IEUA staff to determine a prospective NG line alignment, and were present with BTL on both days to help direct the potholing investigation to ensure proper location of potholes and to better understand the location of located existing utilities. The total cost for this task is **\$7,440**.

To cover the costs of the abovementioned tasks, LEE & RO requests a contract amendment for an additional **\$76,524**. A table showing our itemized cost at today's rates and labor hours for these additional tasks is enclosed as Exhibit A. BTL's invoice for potholing services is also enclosed.

We look forward to completing this design with IEUA. Please feel free to contact us if you have any questions or comments.

Very truly yours,

LEE & RO, Inc.



Dhiru Patel, P.E.
President

Attachments – Exhibit A
BTL Invoice

**Exhibit A: Amendment Request No. 2
Inland Empire Utilities Agency RP-1 Flare Improvements Project, Project No. EN18006
Flare Preselection Design Services and Natural Gas Line Underground Investigation**

Task ID	Labor Category Used for Fee Estimate: E8 Managing Engineer, E7 Supervising Engineer, E6 Principal Engineer, E3 Associate Engineer, T4 Designer, T3 Associate Designer, and A3 Sr. Word Processor	Hours per Labor Category						Total Hours	Labor Cost	Other Direct Costs (ODCs)	Sub-consultants	TOTAL FEES
		E8	E7	E6	E3	T4	A3					
		LABOR CLASSIFICATION AND BILLING RATE (\$/hr)										
Task Description		\$240	\$217	\$196	\$135	\$120	\$108					
Task 1	Flare Preselection Design Services											
2.1	Preselection Specifications	48		32	144		40	264	\$ 41,552	\$ 75		\$41,627
2.2	Prepare Drawings	12	16	16	40	36		120	\$ 19,208	\$ 75		\$19,283
2.3	Conference Calls and Meetings	8		16				24	\$ 5,056	\$ 50		\$5,106
2.4	Assessment of Received Bids	4		8	4			16	\$ 3,068			\$3,068
	Subtotal Task 1	72	16	72	188	36	40	424	\$ 68,884	\$ 200	\$ -	\$ 69,084
Task 2	Natural Gas Line Underground Investigation											
2.1	Subconsultant Coordination	2			8	4		14	\$ 2,040		\$ 5,400	\$7,440
	Subtotal Task 2	2	0	0	8	4	0	14	\$ 2,040	\$ -	\$ 5,400	\$7,440
	TOTAL - TASKS 1 AND 2	74	16	72	196	40	40	438	\$ 70,924	\$ 200	\$ 5,400	\$ 76,524

BESS TESTLAB, INC.
dba Geovac/Concrex

2463 TRIPALDI WAY
HAYWARD, CA 94545
(408) 988-0101

Invoice

Date	Invoice #
3/8/2019	38381

RECEIVED
JOB# 1165

MAR 22 2019

Bill To	LEE & RO, Inc. (City of Industry)
LEE & RO, INC. 1199 S. Fullerton Road City of Industry, CA 91748	

Make checks payable to:
BESS TESTLAB, INC.

P.O. No.	Terms	Due Date
1165	NET 30	4/7/2019

Item	Description	Tag No.	Qty	Unit Price	Amount
P-300	Air/Vacuum Utility Potholes (0-84" Deep) Project #: 1165 Project: IEAU RP-1 FLARE IMPROVEMENTS Services performed on: 02/20 & 03/01/2019 Ordered by: DONNA SMITH BTL Technicians: NATHAN, ROBERT & RICKY BTL Job#: 30-6634	see attached	9	600.00	5,400.00

INV # 38381 DATE 3/8/19
 AMT \$ 5,400.00 JOB # 1165-09-9.3
 VEN # BTL C/L # _____
 TRX # 94820 3/22/19 OK to pay 3/22/19
 PAID
 CK # 94820 DATE 3-27-19

Total	\$5,400.00
Payments/Credits	\$0.00
Balance Due	\$5,400.00

Past due invoices are subject to 1.5% per month of late charges.

BESS

UTILITY SOLUTIONS

2463 Tripaldi Way
Hayward, CA 94545
Phone (408) 988-0101
Fax: (408) 988-0103

WORK ORDER

BIL JOB NO. 304684

Prevailing Tag No.: _____

Portal to Portal Job Number 1

Project Name: WWTP Project Number: _____ PO#: _____

Customer: Lee & Ro So Cal Prevailing Wage Date: 3-1-19

Job Requested By: _____ Phone No. _____

Starting Mileage: _____ 10 Min Breaks: 1) Travel to Site: 06 00 AM 3) Finish Time: 12 00 PM
Ending Mileage: _____ Lunch Break: 2) Start Time: 07 00 AM 4) Travel from Site: 12 30 PM

Job Site Address: WWTP Site Contact: _____
Phone No.: _____

Work Requested:

Ph utility holes for client

	Y	N	Site Conditions	Other	Utilities Located	Qty
Traffic Control Needed		<input checked="" type="checkbox"/>	Soil		Gas	0
Landowners Permission	<input checked="" type="checkbox"/>		Weather		Electric	0
Dump / Site Confirmed	<input checked="" type="checkbox"/>		Equipment Used		Sewer	0
Contaminated Soil		<input checked="" type="checkbox"/>	Vactruck	Vacmaster 4000	Telephone/TV/Cable	0
Waiver (Hazardous Waste)		<input checked="" type="checkbox"/>	Locating Equipment	NA	Fiber optic	0
Conducted Safety Tail Gate	<input checked="" type="checkbox"/>		Traffic Control	NA	Water	0
Identified Hazards	<input checked="" type="checkbox"/>		Other		Storm	0
Stand-by Confirmed (PG&E)		<input checked="" type="checkbox"/>	Other		Reclaimed Water	0
			Other		Street Light	0
			Other		Traffic Loops	0
USA Confirmed	<input checked="" type="checkbox"/>		Emergency Request	<input type="checkbox"/>	Other	0
USA Ticket No.	<input checked="" type="checkbox"/>		Overnight Travel Required	<input type="checkbox"/>	Total Number of Potholes	0
CDF Truck Confirmed	<input checked="" type="checkbox"/>		Permit Provided by Bess	<input type="checkbox"/>	Other Total Excavation	
BTL CDF Mix	<input checked="" type="checkbox"/>		Permit Provided by Client	<input type="checkbox"/>		
Class II Bed Rock	<input checked="" type="checkbox"/>					
Sand	<input checked="" type="checkbox"/>					
Cold Asphalt	<input checked="" type="checkbox"/>					
Hot Asphalt	<input checked="" type="checkbox"/>					

Description of work performed
Performed Potholes 6,7,8 & 9

Lead Technician Nathan Baldwin Robert Chavez
Ricky Renta

I, N Baldwin, confirm the accuracy of the information on this form
BTL PM Approval: [Signature] Date: 3/1/19

Remarks:

Approved by (signature) _____ Company Name _____
Client Name (print) _____ Client Phone No. () _____

Bess Testlab Inc., will not be responsible for any damages to embedded structures or utilities.



2463 Tripaldi Way
Hayward, CA 94545
Phone (408) 988-0101
Fax: (408) 988-0103

WORK ORDER

B I L J O B N O . 3U-6634

Prevailing Tag No.: _____

Portal to Portal Job Number 1

Project Name: WWTP Project Number: _____ PO#: _____

Customer: Lee & Ro So Cal Prevailing Wage Date: 2-20-19

Job Requested By: _____ Phone No. _____

Starting Mileage: _____ 10 Min Breaks: 1) Travel to Site: 07 00 PM 3) Finish Time: 02 30 PM
Ending Mileage: _____ Lunch Break: 2) Start Time: 07 30 PM 4) Travel from Site: 03 00 PM

Job Site Address: WWTP Site Contact: _____
Phone No.: _____

Work Requested:

Ph utility holes for client

		SPECIAL REQUIREMENTS		UTILITY LOCATIONS	
Traffic Control Needed	<input type="checkbox"/>	Soil	Other	Gas	5
Landowners Permission	<input checked="" type="checkbox"/>	Weather		Electric	0
Dump / Site Confirmed	<input checked="" type="checkbox"/>	Equipment Used		Sewer	0
Contaminated Soil	<input checked="" type="checkbox"/>	Vactruck	Vacmaster 4000	Telephone/TV/Cable	0
Waiver (Hazardous Waste)	<input checked="" type="checkbox"/>	Locating Equipment	NA	Fiber optic	0
Conducted Safety Tail Gate	<input checked="" type="checkbox"/>	Traffic Control	NA	Water	0
Identified Hazards	<input checked="" type="checkbox"/>	Other		Storm	0
Stand-by Confirmed (PG&E)	<input checked="" type="checkbox"/>	Other		Reclaimed Water	0
		Other		Street Light	0
		Other		Traffic Loops	0
				Other	0
				Total Number of Potholes	0
				Other Total Excavation	
		Emergency Request	<input type="checkbox"/>		
		Overnight Travel Required	<input type="checkbox"/>		
		Permit Provided by Bess	<input type="checkbox"/>		
		Permit Provided by Client	<input type="checkbox"/>		

Description of work performed
Ph's 1, 2, 3, 4 & 5

Lead Technician Nathan Baldwin Robert Chavez
Ricky Renta

I, N Baldwin, confirm the accuracy of the information on this form
BTL PM Approval: [Signature] Date: 2/21/19

Remarks: _____

Approved by (signature) _____ Company Name _____
Client Name (print) _____ Client Phone No. () _____

Bess Testlab Inc., will not be responsible for any damages to embedded structures or utilities.

**CONSENT
CALENDAR
ITEM**

3K



Date: September 18, 2019

To: The Honorable Board of Directors

From: Teresa Velarde, Manager of Internal Audit

Committee: Audit

09/09/19

Manager Contact: Teresa Velarde, Manager of Internal Audit

Subject: Fiscal Year 2019/20 Amended Annual Audit Plan

Executive Summary:

The Internal Audit Department Charter and auditing standards state that the Internal Audit Department (IA) is to annually submit a comprehensive and flexible Annual Audit Plan for the Audit Committee and Board of Directors (Board) approval of proposed audits and projects. Further, IA must implement the Annual Audit Plan, as approved, including as appropriate any special tasks or projects requested by management, the Audit Committee or the Board. The Charter also requires that progress of audit projects be communicated through the Quarterly Status Reports. When deviations from the approved plan are necessary, a formal amendment must be submitted for the Audit Committee and Board approval.

The Fiscal Year (FY) 2019/20 Annual Audit Plan was submitted for Board approval in June 2019. Attached is the proposed amendment to the FY 2019/20 Annual Audit Plan. Proposed changes are due to re-prioritizing audit projects at the request of the Board and Management. The Board of Directors' Policies Workshop and related research for the various policies took audit resources to complete and provide the required presentation which delayed the scheduled audits. Additionally, initial meetings related to the HR Audit were deferred due to unanticipated reasons. IA is proceeding with the approved audits as scheduled. Additional changes will be reported to the Audit Committee and Board of Directors.

Staff's Recommendation:

Approve the Fiscal Year 2019/20 Annual Audit Plan Amendment to be consistent with the requirements of the IA Charter.

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

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On June 19, 2019, the Board of Directors approved the Fiscal Year 2019/20 Annual Audit Plan. The plan was in accordance with auditing standards and the Charter requirements.

On December 19, 2018, the Board of Directors reconfirmed the approved Audit Committee and the Internal Audit Charters. The Internal Audit Department Charter describes the requirement to submit a flexible annual plan of proposed audit projects for Board approval.

Environmental Determination:

Not Applicable

Business Goal:

The Fiscal Year 2019/20 Annual Audit Plan Amendment is consistent with the Agency's Business Goals of Fiscal Responsibility, Workplace Environment and Business Practices by ensuring that Internal Audit submits for review, discussion and approval a plan of proposed projects that provide opportunities to evaluate and give recommendations that assist management and the Board in achieving organizational goals.

Attachments:

Attachment 1 - FY 2019/20 Amended Annual Audit Plan
Attachment 2 - FY 2019/20 Annual Audit Plan

**Internal Audit Department
Fiscal Year 2019/20
Amended Annual Audit Plan**



New/Proposed Audit Projects:

Audit Project: Board of Directors Travel and Conference Expenses Review

Objective/Scope: As requested during the March 20, 2019 Board Meeting, IA took the lead to respond to the Director's request to review Directors Travel and Conference Expenses and related guidelines and policies. The review addresses the requests and questions from the Board related to transparency, approval processes, budgeting, current guidelines and a comparison to other similar agencies and to review to ensure that Agency policies and processes are updated. IA also summarized Agency spending by category, type and division for the past five years. IA completed a report and provided a presentation and discussion of the findings. Additional guidance was provided for staff to complete periodic travel expense spreadsheets that would be included with Board packages.

Status: Completed

At this time no additional work is scheduled for IA staff.

Audit Project: Board of Directors Policies Workshop

Objective/Scope: Reviewed Agency policies related to three items related to the Board of Directors' policies: Conference Expenses, Cell Phones Allowance and Healthcare Policies. IA performed surveys using the question/answer forum established by California Society of Municipal Finance Officers (CSMFO). IA provided a summary of the Board's budget and expenses. With coordination with the Agency's General Manager, IA provided a Board Workshop to discuss the review of the policies, the results of the surveys and gather information and direction from the Board for further analysis or revision to Agency policies, procedures and/or documents.

Status: Completed.

At this time no additional work is scheduled for IA staff.

Audits Proposed and Currently in Process

Human Resources Operational Audit

The scope of the audit is to evaluate all processes and operations of the Human Resources Department. To evaluate whether department standard operating procedures, policies and guidelines are implemented and followed. To evaluate the department's published mission statement, department purpose, business goals, key performance indicators and workload indicators to determine that those are met effectively and efficiently. To evaluate key functions and compare with other similar agencies. And finally, to follow up on any outstanding recommendations previously provided through other audit reports. The Human Resources Department and the Finance and Accounting Department will be the primary contact departments.

Status: In Progress

IA has gathered preliminary information and data and has begun developing the audit procedures. Preliminary Internal Control Questionnaires have been sent to the department. As requested by HR staff, all meetings and interviews have been delayed until the Agency's new HR Manager is available.

It is anticipated that this review will take several months and several different reports, reporting on different topics will be formalized and submitted through the Audit Committee.

Audit Proposed and Currently in Process – continued

Recycled Water Program – Revenue

Recycled water revenue in FY 2017/18 was approximately \$16.9 million. An audit of this area would determine the accuracy of revenues and identify any additional revenue due the Agency. Additionally, the audit would evaluate that policies and procedures are being followed. The audit would also evaluate whether all reports presented provide complete information that is useful and reliable to the readers. The Finance and Accounting Department and the Planning & Environmental Resources Department will be the primary contact departments.

Status: In Progress

IA has gathered preliminary information and some data. This review will be postponed until the completion of the HR audit.

Additional Follow-Up Reviews

As required by the Charters and audit standards, IA will follow up on the status of outstanding recommendations to determine if corrective actions or alternate internal controls were implemented. There are currently, 86 outstanding recommendations which require follow-up action.

Status: On-going

IA continues to work with the respective departments to follow-up and assist in closing outstanding recommendations.

Audit Projects Originally Proposed and Completed

Follow-up Reviews to evaluate the status of outstanding recommendations

As required by the Charters and audit standards, IA will follow up on the status of outstanding recommendations to determine if corrective actions or alternate internal controls were implemented. There are currently 86 outstanding audit recommendations which require follow-up action. To date, Internal Audit has completed the following reviews:

- **Water Connections Audit (2 recommendations)**
- **Warehouse Inventory IA Recommendations Follow-Up (2 recommendations)**
- **Agency Vehicle Operational Follow-Up Audit: Gate Transmitters (2 recommendations)**

Audit Projects Originally Proposed and Deferred/Postponed

Personal Computer Loan Program and Policy Compliance

Review Agency policies and internal controls as they relate to the employee personal computer loan program and reimbursements to ensure adequate controls and that policy requirements are followed. The Finance and Accounting Department and the Integrated Systems Services Department will be the primary contact departments. This audit is being deferred to provide greater time and resources to the HR Audit and/or may/may not be incorporated in the HR Audit. Deferred to a future Agency's Policy Review/Audit.

Travel Expenses and Policy Compliance

Review Agency policies and internal controls as they relate to employee travel expenses and reimbursements to ensure adequate procurement methods are followed and policy requirements for appropriate approvals, limits and reimbursements are followed. The Finance and Accounting Department will be the primary contact department. This audit is being deferred to provide greater time and resources to the HR Audit and/or may/may not be incorporated in the HR Audit. Deferred to a future Agency's Policy Review/Audit.

**Internal Audit Department
Fiscal Year 2019/20
Amended Annual Audit Plan**



On-Going Projects for FY 2019/20:

- ❖ Assist with annual CAFR Review and Filing
- ❖ Update IA Annual Audit Plan and corresponding Risk Assessment
- ❖ Provide recommendations to strengthen/streamline policies and procedures
- ❖ Review IA Department and Committee Charters
- ❖ Follow-up evaluations
- ❖ Provide needed support re: audit topics, internal controls and compliance
- ❖ Further utilize capabilities of SAP to enhance IA functions
- ❖ On-going required administrative reporting: such as budget, goals/objectives, staff appraisals, and other administrative related items.
- ❖ Continue to review, update and document IA Policies and Procedures
- ❖ Continuous Professional Development of IA Staff
- ❖ Plan, prepare and coordinate Audit Committee Meetings
- ❖ Utilize the IA site on AIM as an Agency-wide communication tool
- ❖ Provide "audit approach" presentations to requesting departments
- ❖ IAD Quality Assurance and Improvement Program
- ❖ Conduct special requests and/or unforeseen projects
- ❖ Additional Agency-wide and other types of training and meeting requirements

Please refer to the attached, the originally approved Annual Audit Plan for FY 2019/20 for additional information and details about the purpose of the plan, IA and the projects.



**Fiscal Year
2019-2020**

*Internal Audit Department
Annual Audit Plan*

Submitted by:
Teresa V. Velarde
Manager of Internal Audit Department
June 19, 2019

The Annual Audit Plan is a plan of audit projects that is consistent with the Agency's Business Goals of Fiscal Responsibility, Workplace Environment and Business Practices by ensuring that audits and recommendations evaluate and promote a strong control environment and assist management in achieving organizational goals.



Annual Audit Plan Contents

	Page
Purpose of the Internal Audit Department	3
Mission Statement & Values	4
Purpose of the Annual Audit Plan	5
Annual Audit Plan Methodology	6
FY 2019/20 Annual Audit Plan	7
On-Going Projects	8
Outstanding Recommendations	9
Long Range Audit Planning – Additional Audit Areas	10
Risk Assessment Strategy & Audit Universe	12
Quality Assurance and Improvement Program	13

Purpose of the Internal Audit Department

According to the Board-approved Charter, the purpose of the Internal Audit Department (Internal Audit or IA) is to assist the Board of Directors and the Audit Committee in fulfilling their oversight responsibilities for reporting, internal controls, and compliance with legal and regulatory requirements applicable to Agency operations, and to provide objective assurance about the Agency's operations.

The purpose of the Internal Audit Department is also to provide consulting services, analyses, recommendations and information concerning the operations of the Agency as a service to management and as a way of adding value to improve the operations of the Agency. Internal Audit assists management and staff in achieving organizational goals and objectives by providing recommendations and advisory services based on results of analysis of the Agency's processes, procedures, governance, internal controls, financial reporting, and compliance with applicable laws and regulations.

The Internal Audit Department follows the guidance of the globally accepted *International Standards for the Professional Practice of Internal Auditing (Standards)* as documented in the International Professional Practices Framework (IPPF) and the Code of Ethics issued by the Institute of Internal Auditors (IIA) (<https://theiia.org>). This guidance is documented in the Internal Audit Department Charter and a requirement in the Internal Audit Department Standard Operating Procedures, as all auditors are required to follow.

The Internal Audit Department reports directly to the Board of Directors through the Audit Committee. The Internal Audit Department has a dotted line reporting relationship to the General Manager and works in cooperation with the Executive Management Team to coordinate audit projects and resources. As described in the Charter and according to the IIA *Standards* and best practices, Internal Audit is an independent function from Agency management, to provide objective analysis and recommendations, as a value-added service for the Board and Agency Management. Independence is essential to the effectiveness of internal auditing and is emphasized by the Institute of Internal Auditors (IIA). The authority and responsibilities of the Internal Audit Department are specifically defined in the Internal Audit Department Charter approved by the Board of Directors.

Mission Statement

The Internal Audit Department seeks to improve the operations of the Agency by providing unbiased and objective assessments to ensure Agency resources are efficiently and effectively managed in order to achieve Agency goals and objectives. The Internal Audit Department will help the Agency achieve accountability and integrity, improve operations and instill confidence among its employees and the citizens it serves by:

- *Promoting a sound control environment.*
- *Providing independent, objective assurance and consulting services.*
- *Improving Agency risk management, control and governance.*
- *Promoting the Agency's vision and mission with a high degree of professionalism.*

Internal Audit Department Values

The Internal Audit Department has adopted the following value statements that form the foundation for the Internal Audit Department:

Independence

As documented in the Charter, the Internal Audit Department is an independent function of the Agency for the purpose of providing independent, objective, unbiased opinions.

Integrity

The Internal Audit Department staff is required to maintain the highest degree of integrity in conducting its audit work.

Professionalism

The Internal Audit Department will perform its work with professionalism at all times.

Collaboration

The Internal Audit Department will foster collaboration with all Agency personnel to promote teamwork within the various business units.



Purpose of the Annual Audit Plan

The Annual Audit Plan (Audit Plan) has been prepared in accordance with recommendations and best practices provided by the Institute of Internal Auditors (IIA). The Audit Plan allows the Manager of Internal Audit to carry out the responsibilities of the Internal Audit Department by prioritizing projects and allocating necessary resources where audit efforts are deemed appropriate and necessary. The Audit Plan is created to assist management and the Board in achieving organization goals and objectives.

The Audit Plan is a flexible plan of internal audit activities and was developed using an appropriate risk-based methodology, including any risks or control concerns identified or communicated by Management, the Internal Audit Department, External Auditors, the Audit Committee's Independent Advisor, the Audit Committee or Board. Additionally, IA discussed with the Agency's legal counsel information that came through the Agency's anonymous hotline, Ethics-Point, to determine if any of the reported items are under the responsibility and scope of IA's activities or should be considered in planning audit projects. The overall objective is to develop a plan consistent with the Agency's goals and objectives, to address the highest risk areas within the Agency and to evaluate and contribute to the improvement of risk management, control and governance processes, additionally to add value by recommending opportunities for improvements to increase effectiveness and efficiency of operations.

To provide practical guidance and an authoritative framework for the development of the Annual Audit Plan, the Internal Audit Department recognizes the following items: Achieving one hundred percent audit coverage each year is not practical or achievable. It should be noted that audit resources are limited; therefore, a system for prioritizing audits has been employed. The Annual Audit Plan must be a flexible plan and should be amended periodically as deemed necessary to reprioritize areas that require attention. In preparing the Annual Audit Plan, consideration is given to the work performed by other auditors, regulatory authorities, established rules, laws and ordinances and the Agency's system of controls. Auditable areas are ranked by knowledge of known or perceived areas of risk and understanding of the systems of internal controls. It should be noted that there are inherent risks, residual risks and limitations with any methodology applied when prioritizing risks and ranking audit projects; risk factors exist with any system of controls.

As stated in the Internal Audit Department Charter, the Manager of Internal Audit will set audit frequencies, select the subjects and set objectives, determine the scope of work and apply the techniques required to accomplish the audit objectives. The Manager of Internal Audit has the authority to deviate from the approved annual Audit Plan, when necessary, and if warranted by unforeseen issues that require immediate attention. The Manager of Internal Audit will use professional discretion and judgment in response to such unforeseen issues and resolve them according to the requirements of the Charter. Significant changes to or deviations from the approved Annual Audit Plan shall be reported to the Audit Committee and to the Board at the next regularly scheduled Audit Committee meeting.



Both the IAD Charter and the IIA's Code of Ethics have strict standards of ethical conduct for internal auditors. Internal auditors have a responsibility to maintain independence, ensure integrity, objectivity, confidentiality and competency in work performed.

Annual Audit Plan Methodology

In planning for the Internal Audit projects the following were also considered:

- The Internal Audit Department Charter
- The Audit Committee Charter
- Communications with the Audit Committee and the Board of Directors
- Communications with Executive Management and key Agency personnel
- Communications with the External Financial Auditors
- Communications with the Audit Committee Independent Advisor
- Prior audit findings and recommendations
- Assessed risks in business practices and operations
- Agency's goals and objectives, including activities, developments and changes
- Agency policies & procedures
- Key areas that affect revenue and expenses
- Identified opportunities to improve operations and add value to services
- New audit requirements, audit trends and leading practices
- Audit Department resources

For the Fiscal Year 2019/2020 Annual Audit Plan, the audits were selected based on all things considered as discussed above, the results of audits completed, risks identified, discussions with key individuals and auditor judgement. Significant deviations and changes to the Audit Plan will be communicated to the Audit Committee through an Amended Audit Plan and progress information is provided through Quarterly Status Reports presented to the Audit Committee.

FY 2019/20 Annual Audit Plan:

Human Resources Operational Audit

To evaluate all processes and operations of the Human Resources Department. To evaluate whether department standard operating procedures, policies and guidelines are implemented and followed. To evaluate the department's published mission statement, department purpose, business goals, key performance indicators and workload indicators to determine that those are met effectively and efficiently. To evaluate key functions and compare with other similar agencies. And finally, to follow up on any outstanding recommendations previously provided through other audit reports. The Human Resources Department and the Finance and Accounting Department will be the primary contact departments.

Recycled Water Program – Revenue

Recycled water revenue in FY 2017/18 was approximately \$16.9 million. An audit of this area would determine the accuracy of revenues and identify any additional revenue due the Agency. Additionally, the audit would evaluate that policies and procedures are being followed. The audit would also evaluate whether all reports presented provide complete information that is useful and reliable to the readers. The Finance and Accounting and the Planning departments will be the primary contact departments.

Personal Computer Loan Program and Policy Compliance

Review Agency policies and internal controls as they relate to the employee personal computer loan program and reimbursements to ensure adequate controls and that policy requirements are followed. The Finance and Accounting Department and the Integrated Systems Services Department will be the primary contact department.

Travel Expenses and Policy Compliance

Review Agency policies and internal controls as they relate to employee travel expenses and reimbursements to ensure adequate procurement methods are followed and policy requirements for appropriate approvals, limits and reimbursements are followed. The Finance and Accounting Department will be the primary contact department.

Follow-up Reviews to evaluate the status of outstanding recommendations

As required by the Charters and audit standards, IA will follow up on the status of outstanding recommendations to determine if corrective actions or alternate internal controls were implemented. There are currently 116 outstanding audit recommendations, 85 of which require follow-up action and 31 of which are associated with the renegotiation of the Regional Contract and are deferred. Follow-up reviews are scheduled as noted in the chart on Page 9.

On-Going Projects for FY 2019/20

- ❖ Internal Audit Department Quality Assurance and Improvement Program
- ❖ Assist with annual CAFR Review and Filing
- ❖ Review and update IA Department and Committee Charters
- ❖ Continue to assist with SAP internal control inquiries
- ❖ Continue to participate with the Enterprise Content Management System (ECMS) Committee, Safety Committee and the Technology/Cybersecurity Committee.
- ❖ Provide needed support related to audit topics, internal controls, Agency policies and procedures and compliance items
- ❖ Further utilize capabilities of SAP to enhance IA functions
- ❖ On-going required administrative reporting, such as budget, goals/objectives, staff appraisals, and other administrative items.
- ❖ Conduct special requests and/or unforeseen projects
- ❖ Provide recommendations to strengthen/streamline policies and procedures
- ❖ Update IA Annual Audit Plan and corresponding Risk Assessment
- ❖ Continue to work with auditees to resolve outstanding recommendations
- ❖ Assist with requests for internal controls questions, discussions and evaluations
- ❖ Continue to review, update and document IA Policies and Procedures
- ❖ Continuous Professional Development of all auditors
- ❖ Plan, prepare and coordinate Audit Committee Meetings
- ❖ Utilize the IA site on AIM as an Agency-wide communication tool
- ❖ Unannounced Petty Cash Audits
- ❖ Provide "audit approach" presentations to requesting departments and/or for/within professional associations as a guest speaker



Outstanding Recommendations

The Internal Audit Department Charter requires follow-up action be taken to ensure that management has effectively implemented recommendations or alternate controls have been incorporated to mitigate the risks identified. Follow-up audit work includes detailed testing and verification by Internal Audit staff. Below is a table of the Outstanding Recommendations:

Area Audited	Report Issued Date	No. of Recs. Remaining to be Verified by IA	Planned Follow-Up
Payroll Audit	August 24, 2010	1	Annually
Accounts Payable Follow-Up	August 29, 2013	9	FY 2019
Vehicle Security Procedures	March 3, 2014	2	FY 2020
Follow-Up – IT Equipment Audit – ISS	February 29, 2016	2	FY 2020
Master Trade Contracts	September 1, 2016	6	FY 2020
Follow-Up – IT Equipment Audit – FAD	December 5, 2016	6	FY 2020
Audit of Master Services Contracts	December 5, 2016	3	FY 2020
2017 Petty Cash Audit & Follow-Up Review	June 5, 2017	7	FY 2021
Water Use Efficiency Programs Audit	June 5, 2017	6	FY 2021
Contracts and Procurement Follow-Up Audit	August 30, 2017	1	FY 2021
Payroll Operations Audit	August 30, 2017	6	FY 2021
Procurement Card Audit	March 1, 2018	7	FY 2022
Wire Transfers Audit	March 1, 2018	5	FY 2022
Garden in Every School®	May 31, 2018	7	FY 2022
Warehouse Annual Physical Inventory – IA Inventory Observation Report	August 22, 2018	4	FY 2022
Inter-fund Transactions Audit	August 30, 2018	3	FY 2022
Agency Vehicle Operational Follow-up audit: Review of Vehicle Inventory Procedures	November 29, 2018	3	FY 2022
Water Connection Fees Audit	February 25, 2019	7	FY 2023
Total Outstanding Audit Recommendations		85	
Recommendations related to the Regional Contract Review (these recommendations are planned for full implementation with the renegotiation of the Regional Contract IA will not follow up on these unless requested to do so or after the new contract is executed)			
Regional Contract Review – Final Audit Report	December 16, 2015	31	Pending – Renegotiation of the Regional Contract

**See the Report of Open Recommendations under separate cover.*

During FY 2018/19, IA reviewed and verified the implementation status of 30 open recommendations related to 7 different audits. The list reports there are 85 open recommendations, of which 24 recommendations relate to audits completed recently. An additional separate 31 recommendations stem from the Regional Contract Review, which will most likely be implemented through the renegotiation of the Regional Contract. Because all audit resources were utilized primarily for this effort, follow-up activities were temporarily on hold. Audit guidelines suggest that an adequate amount of time be granted to provide auditees with sufficient time to implement corrective action plans. Follow-up audit work for some of the open recommendations will be incorporated and completed along with the proposed projects. Required follow-up audit work will include a desk review of supporting documentation, follow-up discussions with the auditee, and/or the application of testing procedures to verify implementation.



Long Range Audit Planning - Additional / Possible Audit Areas

Internal Audit has identified additional audit areas. This list has been compiled as a preliminary list of future potential audits and as a list of additional, important audit areas where audit resources and efforts could be utilized. This is not a comprehensive/complete list. These audit areas have been selected based on identified risks at the time of completing this Audit Plan. If the risk/priority in any of the identified auditable areas increases, IA would perform the required audit/evaluation.

Duplicate Payments/Late Payments/Fees and Penalties

This area was covered during the previous Accounts Payable audit. The goal for this audit is to make this a recurring evaluation to check for the three types of payments (duplicates, late payments or preventable fees and penalties). This audit would cover a greater sample and would implement an audit program to periodically check for these types of payments.

Data Analytics

Fully utilize existing technology to gather additional data and analytical information to assist auditing. In addition, explore and expand utilizing new technology and tools to build and customize dashboards, reports and other analytics tools to assist with audit reviews and monitoring of transactions in various areas, such as payments, payroll, contract payments, etc.

Accounts Payable Audit – Review of Agency Credit Cards

Select a specific vendor or types of payments, for example travel credit cards and gas credit cards to ensure that transactions do not bypass the required procurement processes.

- Review financial transactions and supporting documents
- Evaluate internal controls
- Compliance with policies and procedures

Capital Projects

The external financial auditors have in the past noted deficiencies with the process for closing completed capital projects. Projects were left open long after the project had been completed, therefore, impacting the accounting value of capital assets. This audit would focus on evaluating when open capital projects have been completed and examining when the construction in progress balances are closed to capital assets. The departments primarily engaged are the Finance and Accounting and the Engineering departments.

Various or Other Agreements

Evaluate the variety of special and/or other types of agreements the Agency may have with other agencies or vendors that may or may not be formalized under an official Agency contract. This audit would also evaluate whether the special agreements provide preferential treatment or significant discounts/credits when compared to similar agencies for similar services.

Telephone Expense

The Agency pays for telephone services provided by landline phones, smartphones, and for data connections. Audit areas include the following:

- Determine efficiencies that could be achieved through consolidating billings
- Identify ways to streamline billing processes
- Comparison of charges on different bills to ensure consistency and accuracy
- Identify opportunities for savings
- Evaluate whether phones issued to employees are used for the intended purpose according to Agency policies

Bid and Selection Process for Construction Contracts

To review the bid and selection process to ensure all legal and regulatory requirements are considered in the process, including grant requirements, where applicable, and that all contracts include required language. Additionally, to evaluate the process to award contracts and projects to pre-qualified contractors/vendors and ensure processes conform to legal and Board-approved requirements and are documented in formal operating procedures.

Asset Management

The Agency currently has \$1.1 billion in total assets. An audit of this area would evaluate the accountability and controls to ensure assets are properly recorded in the Agency's financial records. Additionally, to determine if periodic inventories or other valuation processes are performed to validate the amount of assets reported in accounting records.

Operations

Facility Operations, Groundwater Recharge and Organics Management are programs under Operations Administration. The audit scope of any of these areas would focus on permit compliance requirements, preventive maintenance of plants, staff training and staff certifications to operate plants/facilities, chemical and equipment use, and customer service to the service area, where applicable.

Payroll Operations Audit

Payroll Operations Audits were performed in 2010, 2012 and again in 2017. This is a sensitive area that should be continuously monitored and evaluated. This review would be a new audit focusing on any current changes in payroll requirements or Agency policy changes as well as test to ensure employee requested changes took effect. This audit would also focus on any outstanding recommendations that resulted from the prior audits.

Risk Assessment Strategy

The IIA IPPF standard 2120 states that Internal Audit must evaluate the effectiveness and contribute to the improvement of risk management processes.

The IIA IPPF defines Risk as follows:

- **Risk** – The possibility of an event occurring that will have an **impact on the achievement of objectives**. Risk is measured in terms of impact and likelihood and;
- **Residual Risks** – As the risk remaining **after management acts to reduce the impact** and likelihood of an adverse event, including control activities in response to a risk.

The risk assessment is a general assessment performed using best practice guidance, professional judgment and consideration for the impact on the Agency's operations if the targeted units fail to function in the most effective and efficient manner or neglect to comply with required policies. In performing the Risk Assessment for this FY 2018/19 Annual Audit Plan, the following were considered:

- Agency Policies and Procedures
- Communication with the External Auditors
- Communication with the Audit Committee and Board
- Communications with key Agency personnel
- Assessing risks and exposures that may affect the organization
- New Agency activities, developments and major changes
- Key areas that affect revenue and expenses
- Observations resulting from previous audits and reviews
- New audit requirements and trends
- Opportunities to improve operations

Audit Universe

The IIA PPF defines Universe as all possible auditable areas. For the purposes of this Annual Audit Plan, the Universe includes all Agency Departments, operations, contracts, transactions, processes, and activities.



Quality Assurance and Improvement Program

The Institute of Internal Auditing (IIA), International Professional Practices Framework (IPPF) defines a Quality Assurance and Improvement Program: “A Quality Assurance and Improvement Program is designed to enable an evaluation of internal audit activity’s conformance with the Definition of Internal Auditing and the *Standards* and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.”

Standard 1311 of the IPPF requires that internal assessments include ongoing monitoring of the performance of internal audit activity; and periodic reviews performed through self-assessments.

Standard 1312 of the IPPF requires that external assessments be conducted at least once every five years by a qualified, independent reviewer or review team from outside the organization.

As part of IA’s commitment for continued quality audit services, beginning FY 2019/20, IAD will perform internal assessments of the IAD. An external assessment by an independent reviewer is planned for FY 2020/21. Results will be presented and discussed at the regularly scheduled Audit Committee meetings.

**ACTION
ITEM**

4A



Date: September 18, 2019

To: The Honorable Board of Directors
Committee: Finance & Administration

From: Shivaji Deshmukh, General Manager

09/11/19

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM
Subject: Fiscal Year 2018/19 Carry Forward Budget Amendment

Executive Summary:

Based on the Agency's practice, authorization to spend appropriated budget lapses at the end of the fiscal year. Budget for open encumbrances and commitments to be honored in the following fiscal year and which are not supported by the current fiscal year budget need to be carried forward, consistent with Fiscal Year End Carry Forward of Encumbrances and Related Budget policy (A-81).

Open encumbrances and non-encumbered commitments to be carried forward from FY 2018/19 to FY 2019/20 total \$23,335,061 and are comprised of \$2,897,533 for operations and maintenance expenses, \$12,232,185 for non-capital projects, and \$8,205,343 for capital projects. Partially offsetting the carried forward amounts are anticipated grant receipts in the amount of \$8,227,786, resulting in a net carry forward amount of \$15,107,275.

Future expenditures against these carried forward commitments will reduce the reserve balances in the respective funds as summarized in Attachment 1, Table 3.

Staff's Recommendation:

1. Approve the carry forward of open encumbrances and non-encumbered commitments related budgets from FY 2018/19 to FY 2019/20 and amend the budget in the amount of \$23,335,061; and
2. Approve an amendment to the FY 2019/20 budget for grant receipts in the amount of \$8,227,786.

Budget Impact Budgeted (Y/N): N **Amendment** (Y/N): Y **Amount for Requested Approval:** \$ 15,107,275
Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the FY 2019/20 budget will be augmented by \$15,107,275, net of offsetting grant revenues; in the respective funds and major account categories (capital and operations & maintenance) as detailed in Attachment 1, Tables 2 and 3.

Prior Board Action:

On June 19, 2019, the Board adopted the Agency's Biennial Budget for FYs 2019/20 and 2020/21.

On September 2018, the Board approved the carry forward of \$16.4 million from FY 2017/18 to FY 2018/19.

Environmental Determination:

Not Applicable

Business Goal:

The carry forward of encumbrances at fiscal year end is consistent with the Agency's business goal of fiscal responsibility and maintaining prudent budgetary controls.

Attachments:

Attachment 1 - Background
Attachment 2 - PowerPoint

Background

Subject: Fiscal Year 2018/19 Carry Forward Budget Amendment

An encumbrance is a reservation or earmark of budgeted funds for obligations arising from purchase orders, contracts, leases, or approved non-purchase order commitments. Encumbrances improve budgetary control by treating commitments as expenditures and reducing the budget amount available for spending. Encumbrances are not actual expenditures until goods and services are received, therefore, a special treatment is required for open encumbrances if appropriations (budget) lapse at the end of the fiscal year. In this case, encumbrances to be honored in the following fiscal year, along with corresponding budget, need to be carried forward. Non-encumbered requests refer to unexpended budget from the prior fiscal year that is needed to support ongoing obligations in the current fiscal year.

The proposed carry forward amount of \$23,335,061 is comprised of \$2,897,533 for operations & maintenance expenses, \$12,232,185 for non-capital (special) projects, and \$8,205,343 for capital projects. Some of the key projects and corresponding carry forward amounts are listed in Table 1 below:

Table 1: Major Projects and Requested Carry Forward Amount

Project No.	Project Name	Fund	Total Carry Forward
EN16021	Archibald Plume Cleanup	Regional Wastewater Operations	\$6,308,987
WR15021	Napa Lateral	Recycled Water	3,800,000
PL19005	Chino Basin Program	Water Resources	1,935,900
WR18029	Drought Related Projects	Water Resources	828,101
EN14043	RP-5 RW Pipeline Bottleneck	Recycled Water	662,000
EP19004	Agency Wide Vehicles	General Administrative	480,235
WR18028	Water Bank	Water Resources	462,943
WR16025	WW Planning Documents	Water Resources	382,044
	Total		\$14,860,210

A summary of all carry forward requests by fund is provided in Table 3.

Some of the requested carry forward are eligible for grant funding. A total of \$8,227,786 of grant funding is expected from the State Water Resources Control Board, Department of Water Resources and Santa Ana Watershed Project Authority, as listed in Table 2.

Table 2: Grant Funding by Fund

Fund	Grant Funding
Regional Wastewater Operations	\$6,315,171
Recycled Water	1,628,700
Recharge Water	283,915
Total	\$8,227,786

In accordance with the Agency's Policy A-81, budget carried forward but not expended by December 31st will be returned, unless otherwise approved by Executive Management.

In FY 2018/19, the Board approved to carry forward \$16.4 million from FY 2017/18; \$5.2 million for capital projects and \$11.2 million of operating and maintenance expenses, including special and reimbursable projects. At the end of December 2018, unspent carry forward was \$11.8 million, of which \$6.6 million was extended and \$5.2 million was returned.

The Agency's accounting treatment of budget carry forward for open encumbered and non-encumbered commitments at fiscal year-end is consistent with the accounting standards prescribed by the National Council on Government Accounting Statement #1, and the Governmental Accounting Standards Board (BASB), and affirmed by the Agency's external auditors.

**Table 3: FY 2018/19 Carry Forward to FY 2019/20
Operations & Maintenance, Special and Capital Project Summary by Fund**

CAPITAL PROJECTS					
Fund	FY 2019/20 Adopted Budget	FY 2018/19 Carry Forward Encumbrances	FY 2018/19 Carry Forward Non- Encumbered	FY 2018/19 Total Carry Forward Budget	FY 2019/20 Amended Budget
General Administrative	2,310,000	529,870	28,549	558,419	2,868,419
Recharge Water	5,000,000			-	5,000,000
Non-Reclaimable Wastewater	9,687,448			-	9,687,448
Recycled Water	18,727,224	-	5,122,000	5,122,000	23,849,224
Water Resources	6,550,000	-	1,935,900	1,935,900	8,485,900
Regional Wastewater Oper. & Maint.	25,988,000	353,949	205,000	558,949	26,546,949
Regional Wastewater Capital	25,323,500	30,075	-	30,075	25,353,575
Total Capital Projects	93,586,172	913,894	7,291,449	8,205,343	101,791,515

SPECIAL (NON-CAPITAL) PROJECTS					
Fund	FY 2019/20 Adopted Budget	FY 2018/19 Carry Forward Encumbrances	FY 2018/19 Carry Forward Non- Encumbered	FY 2018/19 Total Carry Forward Budget	FY 2019/20 Amended Budget
General Administrative	2,334,600	3,570	11,662	15,232	2,349,832
Recharge Water	138,570	213,516	95,733	309,249	447,819
Non-Reclaimable Wastewater	600,000	-	15,000	15,000	615,000
Recycled Water	1,780,000	-	338,713	338,713	2,118,713
Water Resources	4,497,500	937,158	2,794,553	3,731,711	8,229,211
Regional Wastewater Oper. & Maint.	5,800,000	71,075	7,538,130	7,609,205	13,409,205
Regional Wastewater Capital	125,000	43,358	169,717	213,075	338,075
Total Special Projects	15,275,670	1,268,677	10,963,508	12,232,185	27,507,855

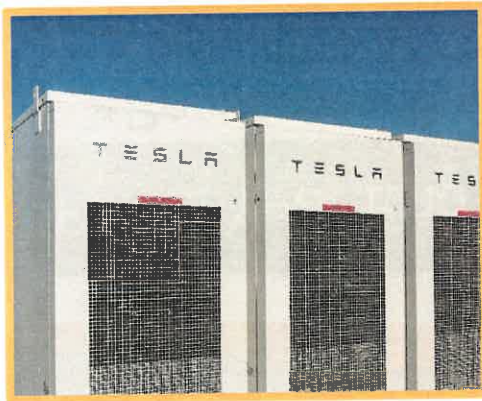
Total Capital & Special Projects	108,861,842	2,182,571	18,254,957	20,437,528	129,299,370
---	--------------------	------------------	-------------------	-------------------	--------------------

OPERATIONS & MAINTENANCE (O&M)					
Fund	FY 2019/20 Adopted Budget	FY 2018/19 Carry Forward Encumbrances	FY 2018/19 Carry Forward Non- Encumbered	FY 2018/19 Total Carry Forward Budget	FY 2019/20 Amended Budget
General Administrative	5,062,137	717,850	313,000	1,030,850	6,092,987
Recharge Water	1,834,550	283,365	-	283,365	2,117,915
Non-Reclaimable Wastewater	10,436,058	7,997	-	7,997	10,444,055
Recycled Water	9,963,429	171,085	37,603	208,688	10,172,117
Water Resources	51,374,585	47,341	-	47,341	51,421,926
Regional Wastewater Oper. & Maint.	62,234,023	777,809	503,790	1,281,599	63,515,622
Regional Wastewater Capital	5,834,607	37,693	-	37,693	5,872,300
Total Operations & Maintenance	146,739,389	2,043,140	854,393	2,897,533	149,636,922

Grand Total (Projects and O&M)	255,601,231	4,225,711	19,109,350	23,335,061	278,936,292
---	--------------------	------------------	-------------------	-------------------	--------------------

Breakdown of Operations & Maintenance Carry Forward							
Fund	Professional Fees	Chemicals	Biosolids Recycling	Office & Admin.	Materials & Supplies	Utilities	Total O&M
General Administrative	756,151			137,646	137,053		1,030,850
Recharge Water	267,337				16,028		283,365
Non-Reclaimable Wastewater	6,002				1,995		7,997
Recycled Water	193,669				15,019		208,688
Water Resources	47,341						47,341
Regional Wastewater Oper. & Maint.	447,984	367,808	4,773		211,035	250,000	1,281,600
Regional Wastewater Capital	37,693						37,693
Total	1,756,177	367,808	4,773	137,646	381,130	250,000	2,897,534

FY 2018/19 Carry Forward



Agency Policy A-81

Fiscal Year End

- Requests submitted for open encumbrances and non-encumbered commitments to be carried forward

Calendar Year End

- Carried forward budget not expended by December 31st are returned unless approved to be extended
 - \$16.4 million FY 2017/18 amount carried forward to FY 2018/19
 - \$11.8 million unspent
 - \$6.6 million approved to be extended
 - \$5.2 million returned to FY 2017/18

FY 2018/19 Carry Forward Summary

Type of Expenditure	Requested Amount
Operations and Maintenance (O&M)	\$2,897,533
Special (Non-Capital) Projects	12,232,185
Capital Projects	8,205,343
Total Carry Forward Amount	\$23,335,061
Grant Receipts (Revenue)	\$8,277,786

Major Carry Forward Projects

Project No.	Project Name	Fund	Total Carry Forward
EN16021	Archibald Plume Cleanup	Regional Wastewater Operations	\$6,308,987
WR15021	Napa Lateral	Recycled Water	3,800,000
PL19005	Chino Basin Program	Water Resources	1,935,900
WR18029	Drought Related Projects	Water Resources	828,101
EN14043	RP-5 RW Pipeline Bottleneck	Recycled Water	662,000
EP19004	Agency Wide Vehicles	General Administrative	480,235
WR18028	Water Bank	Water Resources	462,943
WR16025	Planning Documents	Water Resources	382,044
		Total	\$14,860,210

Major Carry Forward Grant Funding

Project No.	Project Name	Fund	Grant Funds
EN16021	Archibald Plume Cleanup	Regional Wastewater Operations	6,308,987
WR15021	Napa Lateral	Recycled Water	1,292,000
EN14043	RP-5 RW Pipeline Bottleneck	Recycled Water	231,700
EN17049	Baseline Pipeline Extension	Recycled Water	105,000
WR17023	Chino Basin Drought (Contingency Plan)	Water Resources	177,744
	All Others		162,355
Total Grant Receipts			\$8,277,786

Recommendation

Approve carry forward of open and non-encumbered budget from FY 2018/19 to FY 2019/20 and amend the budget in the amount of \$23,335,061; and

Approve amendments to the adopted FY 2019/20 budget for grant receipts in the amount of \$8,227,786.

Questions



The carry forward of encumbrances at fiscal year end is consistent with the Agency's business goal of fiscal responsibility and maintaining budgetary controls.

**ACTION
ITEM**

4B



Date: September 18, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager SDM

Committee:

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Association of California Water Agencies (ACWA) Ballot for Region 9 Board Election for the 2020/21 Term

Executive Summary:

On August 1, 2019, the Agency received the Association of California Water Agencies (ACWA) Ballot for Region 9 Board Election for the 2020/21 Term. The 2020/21 ACWA Region 9 Chair, Vice Chair and Board members will represent the issues, concerns and needs of the region and serve the members of Region 9. The Region 9 Chair and Vice Chair will serve on ACWA's Board of Directors for the next two-year term beginning January 1, 2020, and will make the Region 9 committee appointment recommendations to the ACWA President for the 2020/21 term. The Region 9 Chair or Vice Chair will also hold a seat on the ACWA Finance Committee.

The Agency may choose to either vote for the nominating committee's recommended slate or vote for the individual region Board members. Attached is the ballot, endorsement letter, and biography that was provided to the Agency.

Staff's Recommendation:

Cast one vote either for the slate recommended by the Region 9 Nominating Committee or vote for individual region Board members.

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

Account/Project Name:

None.

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

Environmental Determination:

Not Applicable

Business Goal:

Attachments:

- Attachment 1 - ACWA Region 9 Election Ballot Letter
- Attachment 2 - ACWA Region 9 Election Ballot
- Attachment 3 - Endorsement Letter for Luis Cetina
- Attachment 4 - Biography for Luis Cetina

Attachment 1

Sally H. Lee

Subject: Polls Open! ACWA Region 9 Election Ballot
Attachments: Region 9 2020-2021 Election Ballot.pdf

From: ACWA Region Elections <regionelections@acwa.com>
Sent: Thursday, August 1, 2019 11:30 AM
To: Michael Cervantes <MichaelC@acwa.com>
Subject: Polls Open! ACWA Region 9 Election Ballot



Sent via email August 1, 2019

TO: ACWA REGION 9 MEMBER AGENCY BOARD PRESIDENT
AND GENERAL MANAGER

Ballot for Region 9 Board Election for the 2020-2021 Term

It is time to elect the 2020-2021 ACWA Region 9 Chair, Vice Chair and board members who will represent and serve the members of Region 9. Attached, you will find the official ballot which includes the Region 9 Nominating Committee's recommended slate as well as individual candidates running for the Region 9 Board.

Your agency is entitled to cast only one vote. Please review the attached ballot and have your agency's authorized representative cast its vote for the slate as recommended by the Region 9 Nominating Committee **or** cast its vote for an individual Region 9 chair, vice chair and three to five board members.

**2020-2021 ACWA Region 9 Ballot is located [HERE](#).
Region 9 Rules and Regulations are located [HERE](#).**

Submit the electronic ballot to ACWA by September 30, 2019.
*(Ballots received after September 30 will **not** be accepted.)*

Remember, Your vote is important. Region 9 Board members are elected to represent the issues, concerns and needs of your region. The Region 9 chair and vice chair will serve on ACWA's board of directors for the next two-year term beginning January 1, 2020. Additionally, the newly elected chair and vice chair will make the Region 9 committee appointment recommendations to the ACWA president for the 2020-2021 term. Also, either the chair or vice chair will hold a seat on the ACWA Finance Committee.

If you have questions, please contact your Regional Affairs Representative, Michael Cervantes, at michaelc@acwa.com or call 916-441-4545.

Thank you for your careful consideration and participation in the Region 9 election process.

Attachment 2

OFFICIAL

REGION 9 Board Ballot

2020-2021
TERM

CLEAR FORM



Please return completed ballot by September 30, 2019

E-mail: regionelections@acwa.com
Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 9 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.
- 2 Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Region 9 Rules & Regulations:

The chair and vice chair shall be elected, one from each area, and the positions shall be rotated between the Western and Arid areas of Region 9. For the 2020-2021 term the chair shall be from the Arid area.

1

Nominating Committee's Recommended Slate

I concur with the Region 9 Nominating Committee's recommended slate below.

CHAIR:

- **Phil Rosentrater**, GM/Executive Director, Salton Sea Authority (Arid)

VICE CHAIR:

- **Harvey R. Ryan**, Board Member, Elsinore Valley Municipal Water District (Western)

BOARD MEMBERS:

- **Brenda Dennstedt**, Board Member, Western Municipal Water District
- **Carol Lee Brady**, Director - Vice President, Rancho California Water District
- **G. Patrick O'Dowd**, Board Member, Coachella Valley Water District
- **Luis Cetina**, Vice President, Cucamonga Valley Water District
- **James Morales Jr.**, Governing Board Member, East Valley Water District

OR

Individual Board Candidate Nominations

(See Rules & Regulations before selecting)

I do not concur with the Region 9 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- G. Patrick O'Dowd**, Board Member, Coachella Valley Water District (Arid)
- Phil Rosentrater**, GM/Executive Director, Salton Sea Authority (Arid)

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- Luis Cetina**, Vice President, Cucamonga Valley Water District (Western)
- Brenda Dennstedt**, Board Member, Western Municipal Water District (Western)
- Harvey R. Ryan**, Board Member, Elsinore Valley Municipal Water District (Western)

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Carol Lee Brady**, Director - Vice President, Rancho California Water District
- Luis Cetina**, Vice President, Cucamonga Valley Water District
- Brenda Dennstedt**, Board Member, Western Municipal Water District
- Joseph, Kuebler**, Treasurer, Eastern Municipal Water District
- James Morales Jr.**, Governing Board Member, East Valley Water District
- G. Patrick O'Dowd**, Board Member, Coachella Valley Water District
- Phil Rosentrater**, GM/Executive Director, Salton Sea Authority
- Harvey R. Ryan**, Board Member, Elsinore Valley Municipal Water District

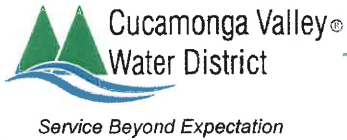
2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE

Attachment 3



10440 Ashford Street, Rancho Cucamonga, CA 91730-2799
P.O. Box 638, Rancho Cucamonga, CA 91729-0638
(909) 987-2591 Fax (909) 476-8032

John Bosler
Secretary/General Manager/CEO

August 14, 2019

Mr. Shivaji Deshmukh
Inland Empire Utilities Agency
PO Box 9020
Chino Hills, CA 91709

RE: Support for Luis Cetina for the ACWA Region 9 Board of Directors

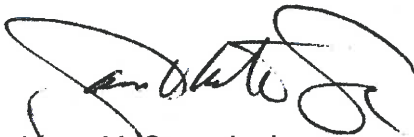
Dear Mr. Deshmukh,

On behalf of the Cucamonga Valley Water District I am asking for your support to elect Luis Cetina to the Board of Directors for Region 9 of the Association of California Water Agencies. The CVWD Board of Directors took action to support Mr. Cetina's nomination to the Region 9 Board and are happy to report that he is included on the recommended slate of candidates. We respectfully request that your board take action to cast your ballot in favor of Luis Cetina.

Mr. Cetina has served on the Cucamonga Valley Board of Directors for the past 7 years and currently serves as the Board Vice-President. He is actively involved with ACWA and Region 9 as you will see in his attached candidate statement. I believe he will continue to serve Region 9 well and engage member agencies in our quest to secure a reliable water supply for the future.

We hope that you will join us in supporting Luis Cetina as a member of the ACWA Region 9 Board of Directors. If you have any questions, please contact me directly at (909) 987-2591.

Respectfully,



James V. Curatalo, Jr.
Board President

Enclosure

James V. Curatalo Jr.
President

Luis Cetina
Vice President

Oscar Gonzalez
Director

Randall James Reed
Director

Kathleen J. Tieg
Director

Attachment 4

Luis Cetina
Candidate Statement
Association of California Water Agencies – Region 9

Dear Region 9 Member:

I would like to begin by expressing my gratitude for the opportunity to serve on the ACWA Region 9 Board of Directors these past two years. It was an experience that provided invaluable professional growth and business relationships I will not soon forget. I am asking for your support once again for the 2020-2021 term. During my time as a Region 9 Board Member I helped coordinated programs such as the annual region program in Palm Desert last November and the Region 9 Issues Forum during the Spring Conference in Monterey. These programs focused on ensuring the reliability of our water supply through interagency collaboration statewide. Currently, I am diligently working to coordinate another successful annual region program scheduled to take place this coming October. I am passionate about providing my fellow regional agencies with the tools and knowledge to succeed in our battle to secure water for our future.



I have served on the Cucamonga Valley Water District (CVWD) Board of Directors for nearly seven years, and currently serve as the Vice-President for the agency. I also serve on CVWD's Finance and Water Resources Committees, and as the District's representative on the Chino Basin Water Bank Board of Directors as the chair.

My election to the CVWD Board is not my first interaction with water, I have over 32 years of experience working for the Metropolitan Water District of Southern California (MWD) as a principal governmental and regional affairs representative. In my role I work with other local agencies and stakeholder groups to inform them of water policy issues impacting the region. While at MWD, I have also had experience in surveying, construction plan review, water supply forecasting, and legislative and policy analysis.

I currently serve on the board of the San Gabriel Valley Economic Partnership and Foothill Family Shelter. I am also on the boards of the La Verne Chamber of Commerce, El Monte/South El Monte Chamber of Commerce and the Regional Chamber of Commerce for San Gabriel Valley. For each organization I serve as the chair of their respective governmental affairs committee. Since my election to CVWD I have been actively involved with ACWA having served on the Federal Affairs, Water Management, Communications and Groundwater committees. I am committed to advancing ACWA's policies and principles, and finding common ties between members.

I obtained a Bachelor of Science degree in civil engineering with an emphasis on the environment from the California State Polytechnic University, Pomona. On a personal note, I currently reside in Rancho Cucamonga with my wife and six children, I am actively involved in my church and the local AYSO youth soccer league.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Luis Cetina', with a stylized flourish at the end.

Luis Cetina
Vice-President, Cucamonga Valley Water District

**INFORMATION
ITEM**

5A

Engineering and Construction Management Project Updates



Agency-Wide Recycled Water System Repairs and Improvements

Project Goal: Improve Reliability



Total Project Budget: \$100,000
Project Completion: August 2019
Construction Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	N/A	N/A
Construction (Current)	Ferreira Construction Company	\$77 K	7.0%

RP-1 Filter Valve Replacement

Project Goal: Improve Reliability and Asset Life

Total Project Budget: \$890 K
Project Completion: October 2019
Percent Construction Complete: 70%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Project Development	In-House	\$0	0%
Construction (Current)	Schuler	\$651K	2.8%



3

New 20-inch Filter Valve

RP-1 Civil Restoration and Upgrades

Project Goal: Rehabilitate/Improve Existing Assets



Total Project Budget: \$1,030,000
Project Completion: August 2019
Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	CASC	\$74K	7.2%
Construction (Current)	Terra Pave	\$677K	1.9%

RP-1 Road Widening and Striping

RP-4 Influent Screen Replacement

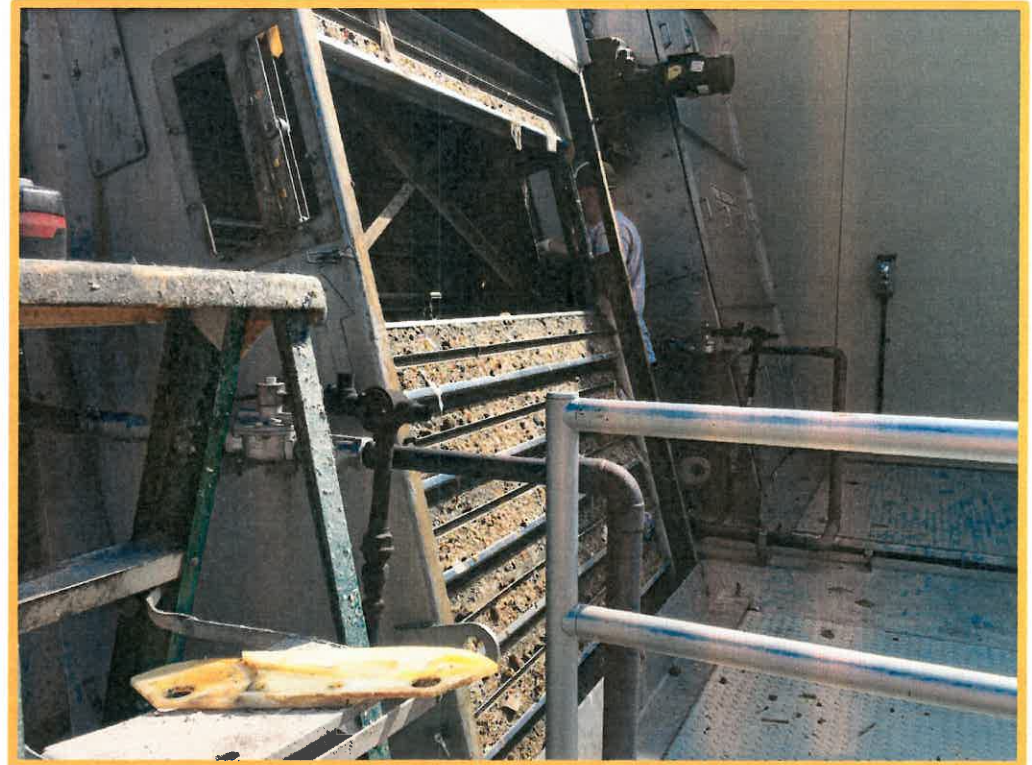
Project Goal: Replace Underperforming Equipment

Total Project Budget: \$3 M

Project Completion: September 2020

Construction Percent Complete: 0%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design/Build (Current)	TBD	TBD	0%



Existing RP-4 Influent Screens

NRWS Manhole Upgrades - 19/20

Project Goal: Extend Asset Life



Total Project Budget: \$200 K
Project Completion: July 2020
Construction Percent Complete: 0%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-house	\$0	0%
Construction	TBD	\$0	0%

Approximately 10 NRWS manhole covers and lids will be upgraded.

Agencywide Chemical Containment Coating Rehab and Repairs

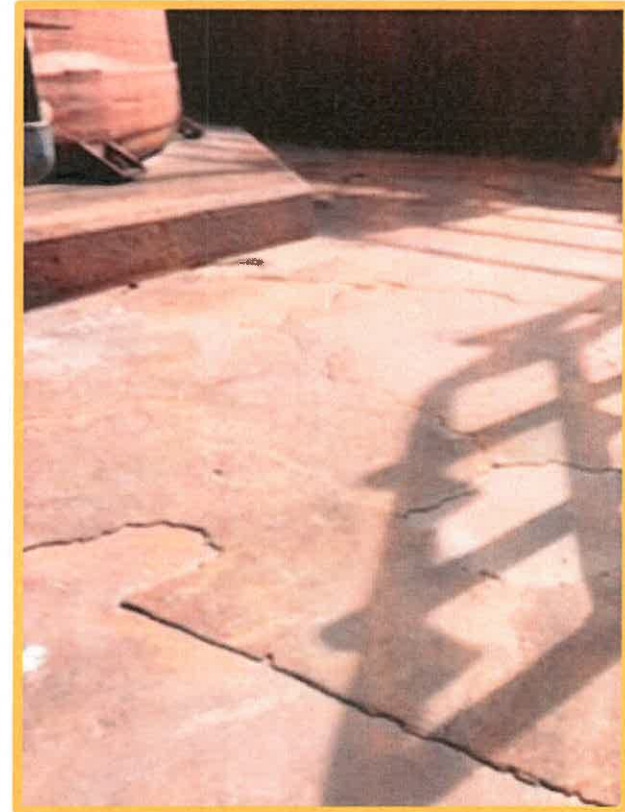
Project Goal: Extend asset life

Total Project Budget: \$350 K

Project Completion: September 2020

Design Percent Complete: 0%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	TBD	\$0	0%
Construction	TBD	\$0	0%



7 Damaged Coating in RP-1 Ferric Containment Area

**INFORMATION
ITEM**

5F

Laboratory Semi-Annual Update



Laboratory Accreditation

- Environmental Laboratory Accreditation Program (ELAP)
 - Draft regulations late summer 2019
 - State Water Board public hearing September 2019
 - Over 600 Labs in California, 4 assessors, ↓2 from last year
- IEUA Laboratory
 - Current Interim Certificate, exp. 10/31/19
 - On-Site-Assessment, August 1 & 2
 - 8/27/19
 - Thiobencarb and Alternate Cyanide methods added back
 - Perchlorate added

New Instrumentation



Inductively Coupled Plasma Spectrometer (Metals analyses)

Gas Chromatograph (Pesticides)



New Instrumentation



Solid Phase Extractors (Organics extractions)



Gas Chromatograph/Mass Spectrometer
(Semivolatiles and Volatiles)

Key Performance Indicators

- Customer Service
 - Met or exceeded expected sample turnaround times during Lab move.
- Safety
 - Minor findings during Lab safety inspection, July 2019

FY 2019

Performance Indicator		Goal	Actual
Sample Turnaround Time	Compliance	18 days	17
	Process Control	1 day	1
Meet sample holding times		99%	>99%
Quality Control Failures		<1%	<1%
ELAP PE sample repeats*		0	2
Lost time accidents		0	0

* Due to IEUA Lab unacceptable result.

Laboratory Activities

- **FY 2019 Samples and Analyses**
 - **Samples – 17,267**
 - Compliance – 5,950
 - Process Control – 11,317
 - **Analyses – 51,985**
 - Compliance – 24,090
 - Process Control – 27,895
- **Special Projects**
 - TCE Plume Well Development
- **Staffing**
 - **Promotions:**
 - Matt Solis, Laboratory Scientist I
 - **Retirement:**
 - Nel Groenveld, Manager of Laboratories

