# NOTICE OF COMMISSION MEETING OF THE CHINO BASIN FINANCING AUTHORITY AND MEETING OF THE IEUA BOARD OF DIRECTORS

# A CHINO BASIN REGIONAL FINANCING AUTHORITY MEETING AND A BOARD OF DIRECTORS MEETING OF THE



# WILL BE HELD ON WEDNESDAY, DECEMBER 16, 2015 10:00 A.M.

AT THE OFFICE OF THE AGENCY 6075 KIMBALL AVENUE, BUILDING A, CHINO, CA 91761



#### **AGENDA**

# COMMISSION MEETING OF THE CHINO BASIN REGIONAL FINANCING AUTHORITY AND MEETING OF THE BOARD OF DIRECTORS

WEDNESDAY, DECEMBER 16, 2015 10:00 A.M.

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

# CALL TO ORDER OF THE CHINO BASIN REGIONAL FINANCING AUTHORITY

#### **FLAG SALUTE**

#### **PUBLIC COMMENT**

Members of the public may address the Commission 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.

#### **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 can be the attention of the local agency subsequent to the agenda being posted.

#### 1. ACTION ITEMS

#### A. MINUTES

The Commission will be asked to approve the minutes of the November 18, 2015, Chino Basin Regional Financing Authority Commission meeting.

# B. ADOPTION OF RESOLUTION NO. 2015-7, AUTHORIZING A SUBSTITUTE CREDIT FACILITY FOR VARIABLE RATE DEMAND REVENUE REFUNDING BONDS

It is recommended that the Commissioners adopt Resolution No. 2015-7, authorizing a substitute credit facility for Variable Rate Demand Revenue Refunding Bonds (Inland Empire Utilities Agency); Series 2008B (2008B Bonds) for a not-to-exceed amount of \$44,060,000, which approves:

- a. The Letter of Credit Reimbursement Agreement and related Fee Agreement, the Remarketing Agreement, the Restated and Amended Installment Purchase Agreement, and the Restated or Amended Indenture of Trust and execution of certain documents in substantive form;
- b. Preparation and distribution of the Supplement to the Official in substantive form; and
- c. Authorize the President, Vice President, Treasurer or the designee to execute such documents and authorize certain other matters in connection therewith, as required.

# C. CHINO BASIN REGIONAL FINANCING AUTHORITY FISCAL YEARS (FYs) 2012/13 THROUGH 2014/15 ANNUAL FINANCIAL STATEMENTS It is recommended that the Commissioners:

- 1. Approve the Annual Financial Statements of the Chino Basin Regional Financing Authority (Authority) for FYs ended June 30, 2013, 2014, and 2015; and
- 2. Direct staff to distribute the reports, as appropriate, to the various federal, state, and local agencies, financial institutions, and other interested parties.

#### 2. ADJOURN

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

#### FLAG SALUTE

#### PUBLIC COMMENT

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

#### **ADDITIONS TO THE AGENDA**

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

#### 1. **NEW HIRE INTRODUCTIONS**

- Mr. Randy Lee, Manager of Operations re-hired on 12/07/15 (Ernest Yeboah)
- Mr. Jerry Burke, Deputy Manager of Engineering, hired on 12/14/15 (Shaun Stone)

#### 2. CONSENT CALENDAR

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 November 4, 2015 Joint IEUA Board and Regional Policy Committee meeting.

#### B. GENERAL DISBURSEMENTS REPORT

It is recommended that the Board approve the total disbursements for the month of October 2015, in the amount of \$12,342,322.01.

#### C. COURIER SERVICES CONTRACT AWARD

It is recommended that the Committee/Board:

- 1. Approve the award of a five-year competitively-let contract to PacTrack of Fullerton, California, through December 31, 2020, for Agency-wide courier and laboratory sample delivery services; and
- 2. Authorize the Manager of Contracts and Facilities Services to execute the contract.

#### D. <u>UNARMED UNIFORMED SECURITY SERVICES CONTRACT</u>

It is recommended that the Committee/Board:

- 1. Approve the contract to Universal Protection Services (UPS), through December 31, 2020; for IEUA uniformed security services, for a not-to-exceed amount of \$858,000, for up to a five-year term; and
- 2. Authorize the Manager of Contracts and Facilities Services to execute the contract

### E. <u>FY 2014/15 SINGLE AUDIT REPORT FOR FEDERAL GRANT PROGRAMS</u>

It is recommended that the Committee/Board:

- 1. Approve the Single Audit Report for FY 2014/15; and
- 2. Direct staff to distribute the report, as appropriate, to the State Controller's Office, the Federal Clearing House, and other interested parties.

### F. CONSTRUCTION CONTRACT AWARD FOR THE FIBER OPTIC PULL BOX UPGRADES

It is recommended that the Committee/Board:

- 1. Approve the construction contract award for the Fiber Optic Pull Box Upgrades, Project No. EN15030.02, to J.F. Shea Construction, Inc. in the amount of \$248,500; and
- 2. Authorize the General Manager to execute the contract.

# G. ON-CALL CONSTRUCTION SURVEYING AND ENGINEERING RELATED SERVICES CONTRACT AMENDMENT

It is recommended that the Committee/Board:

- 1. Approve a contract amendment with CASC Engineering and Consulting (CASC) for on-call surveying and engineering related services for a one-year contract extension through January 1, 2017, for an additional amount of \$250,000 to the original contract; and
- 2. Authorize the General Manager to execute the contract amendment.

#### H. <u>ENVIRONMENTAL SERVICES MASTER CONTRACT AMENDMENT</u>

It is recommended that the Committee/Board:

- 1. Approve contract amendment 4600001385-001, with Tom Dodson and Associates (TDA), for an on-call environmental services contract, for an additional amount of \$200,000; and
- 2. Authorize the General Manager, or in his absence, his designee to execute the contract amendment.

#### 3. ACTION ITEMS

### A. <u>IEUA FISCAL YEAR (FY) 2014/15 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)</u>

It is recommended that the Committee/Board:

1. Approve the CAFR for FY ended June 30, 2015; and

2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

# B. <u>AUTHORIZING THE SUBSTITUTION OF THE LETTER OF CREDIT</u> (LOC) PROVIDER FOR THE 2008B VARIABLE RATE DEMAND BONDS

It is recommended that the Committee/Board adopt Resolution No. 2015-12-1, authorizing the substitution of the LOC provider for the Variable Rate Demand Revenue Refunding Bonds (Inland Empire Utilities Agency), Series 2008B, for a not-to-exceed amount of \$44,060,000.

# C. <u>CONTRACT AWARD FOR THE REGIONAL WATER RECYCLING PLANT NO. 1 (RP-1) LAWN CONVERSION IMPROVEMENT</u>

It is recommended that the Committee/Board:

- Approve the landscape services contract for RP-1 Lawn Conversion Improvements, Project No. CP16007, to Conserve LandCare, Inc. for a not-to-exceed amount of \$319,200;
- 2. Approve a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) fund revenue and expenses in the amount of \$400,000; and
- 3. Authorize the General Manager, or in his absence, his designee to execute the contract.

#### D. <u>JANITORIAL MAINTENANCE SERVICES CONTRACT AWARD</u>

It is recommended that the Committee/Board:

- Approve the award of a five-year competitively-let contract to Priority Building Services, LLC, for janitorial maintenance services for a total annual amount of \$166,593, effective January 3, 2016; and
- 2. Authorize the Manager of Contracts and Facilities Services to execute the contract.

#### 4. **INFORMATION ITEMS**

A. <u>MWD UPDATE (ORAL)</u>

#### RECEIVE AND FILE INFORMATION ITEMS

- B. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2014/15 MONTHLY UPDATE (POWERPOINT)</u>
- C. <u>TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)</u>

- D. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- E. <u>LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES</u> (WRITTEN)
- F. <u>LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)</u>
- G. <u>LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES</u> (WRITTEN)
- H. <u>CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT</u>
  (WRITTEN)
- I. FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)
- J. PARTICIPATION IN THE CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) (WRITTEN)
- K. <u>INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY FISCAL</u>
  YEAR 2014/15 ANNUAL FINANCIAL REPORT (WRITTEN)
- L. <u>FIRST QUARTER BUDGET VARIANCE REPORT FOR FISCAL YEAR</u> 2015/16 (WRITTEN)
- M. UPDATES FOR THE AUDIT COMMITTEE AND THE INTERNAL AUDIT DEPARTMENT CHARTERS (WRITTEN)
- N. REGIONAL CONTRACT REVIEW FINAL REPORT (WRITTEN)
- O. <u>INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR DECEMBER</u> 2015 (WRITTEN)
- P. RP-1 & RP-5 PROJECT DESIGN REPORT REQUEST FOR PROPOSAL UPDATE (WRITTEN)

Materials related to an item on this agenda submitted to the Agency, after distribution of the agenda packet, are available for public inspection at the Agency's office located at 6075 Kimball Avenue, Chino, California during normal business hours.

#### 5. <u>AGENCY REPRESENTATIVES' REPORTS</u>

- A. SAWPA REPORT (WRITTEN)
- B. <u>MWD REPORT (WRITTEN)</u>
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

  (December and January Meeting cancelled. Next meeting scheduled for February 4, 2016.)
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)

- 6. **GENERAL MANAGER'S REPORT (WRITTEN)**
- 7. <u>BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS</u>
- 8. <u>DIRECTORS' COMMENTS</u>
  - 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.

#### 9. CLOSED SESSION

- A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION</u>
  - Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
  - 2. Martin vs. IEUA, Case No. CIVRS 1000767
  - 3. Mwembu vs. IEUA, Case No. CIVDS 1415762
- B. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATOR</u>
  - Supplemental Water Transfer/Purchase
     Negotiating Party: General Manager P. Joseph Grindstaff
     Under Negotiation: Price and Terms of Purchase
- C. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9</u> CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
  - 1. One (1) Case
- D. <u>PURSUANT TO GOVERNMENT CODE SECTION 54957 PERSONNEL MATTERS</u>
  - Various Positions Compensation Study
  - 2. Various Positions.
- E. <u>PURSUANT TO GOVERNMENT CODE SECTION 54957 PERSONNEL MATTERS PUBLIC EMPLOYEE PERFORMANCE EVALUATION</u>
  - 1. Manager of Internal Audit
  - 2. Board Secretary/Office 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 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, December 10, 2015.

p<del>ri</del>l Woodruff

CONSENT CALENDAR ITEM

**2A** 



# MINUTES FOR THE SPECIAL JOINT WORKSHOP OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS AND THE REGIONAL POLICY COMMITTEE

WEDNESDAY, NOVEMBER 4, 2015 10:00 A.M.

#### **IEUA DIRECTORS PRESENT**

Terry Catlin, President Michael Camacho, Vice President Steven J. Elie, Secretary/Treasurer Jasmin A. Hall, Director

#### **IEUA DIRECTORS ABSENT**

Gene Koopman, Director

#### REGIONAL POLICY COMMITTEE MEMBERS PRESENT

Jim Bowman, City of Ontario
Earl Elrod, City of Chino
Trisha Martinez, City of Montclair
Debbie Stone, City of Upland
Jim Curatalo, Cucamonga Valley Water District
Jesse Sandoval, City of Fontana

#### REGIONAL POLICY COMMITTEE MEMBERS ABSENT

Peter Rogers, City of Chino Hills
Paul Eaton, City of Montclair
Kathy Tiegs, Cucamonga Valley Water District

#### **MONTE VISTA WATER DISTRICT DIRECTOR PRESENT**

Sandra Rose, Monte Vista Water District

#### **STAFF PRESENT**

Steve Nix, City of Chino Hills
Braden Yu, Cucamonga Valley Water District
John Bosler, Cucamonga Valley Water District
Nicole deMoet, Monte Vista Water District
Peter Kavounas, Chino Basin Watermaster
Eunice Ulloa, City of Chino

Ryan Shaw, City of Ontario Christina Valencia, IEUA Chris Berch, IEUA P. Joseph Grindstaff, IEUA Martha Davis, IEUA Sylvie Lee, IEUA Jean Cihigoyenetche, IEUA April Woodruff, IEUA Teresa Velarde, IEUA Elizabeth Hurst, IEUA Melinda Temblador, IEUA

#### **CALL TO ORDER**

A Special Joint Workshop was held on Wednesday, November 4, 2015, at the Inland Empire Utilities Agency located at 6075 Kimball Avenue, Chino, California. IEUA Board President Terry Catlin called the meeting to order at 10:00 a.m.

#### **PLEDGE OF ALLEGIANCE**

IEUA Board President Terry Catlin led those present in the Pledge of Allegiance.

#### **PUBLIC COMMENTS**

None.

#### **ADDITIONS TO THE AGENDA**

None.

#### WORKSHOP

#### 1. A. <u>INTEGRATED WATER RESOURCES PLAN (IRP)</u>

Chris Berch, Executive Manager of Engineering/Assistant General Manager of IEUA, gave an overview of the development of the Integrated Water Resources Plan (IRP). He included the status of the IRP process, goals and perspectives on water resource challenges, modeling results, lessons learned, recommendations and next steps. The Agency has been very successful, responsible and resourceful in utilizing water resources, meeting economic growth, looking at the effects of climate change, and strategically utilizing grant opportunities. Goals will be to set broader policy goals to remain resilient, operate efficiently and meet mandates, be sustainable and cost-effective.

The two phases of the IRP will be, Phase #1: Focus on climate change modeling and future demands, complete CEQA requirements, and develop grant opportunities. Joe Grindstaff/IEUA General Manager commented that future discussions about decisions and prioritizations would be held with all member agencies and partners. Mr. Berch continued that Phase #2 would focus on defining specific projects and needs on a local and regional level. Previously this was accomplished on an ad hoc basis, but will be on a more formal basis in the future to formalize specific projects and needs involving all the partners, utilizing a wide range of scenarios depending on growth density, state mandates and planning for the middle ground but to still have the ability to plan for the unexpected. For example, during the water year 2014-15 there

was a high level of variability, low rainfall, little snowpack, and in response Metropolitan Water District (MWD) implemented a 15% cut in its Water Supply Allocation Supply. Staff are watching El Nino projections very carefully and planning for it.

Elizabeth Hurst/IEUA reviewed the Climate Model Results, which looks at the past and to the future to predict future climate trends. Temperature and precipitation are up in the models, as temperature is the main driver of the model due to precipitation being unreliable. Stormwater and creek flow are dependent on climate and rain variability. Groundwater is slightly impacted by climate and recycled water is not impacted by climate at all but by indoor conservation efforts. Supplies that can be most relied upon are groundwater and recycled water.

Four main IRP scenarios were presented: 1.) Do nothing and sustain a shortfall; 2.) Use existing stored groundwater supplies but draw down a finite resource; 3.) Maximize recycled water to meet demands but still experience a small shortfall; and 4.) Conservation combined with maximizing recycled water to build a surplus. Mr. Grindstaff stated that it is important to build resilience into the system even with the likelihood of a catastrophic disaster.

Martha Davis, Executive Manager of Policy Development/Assistant General Manager reviewed the three major Lessons Learned. The value of conservation looks at the integral role of water efficiency and its use to develop reliability. The value of supplemental water includes rainfall, stormwater, recycled water opportunities, imported water and supplemental supplies from Northern California, JCSD, and City of Pomona via development of mutually beneficial partnerships. Lastly, the value of the groundwater basin and increasing groundwater storage increases resiliency and ensures future growth and economy.

Core recommendations from Phase #I include continuation of investment of recycled water projects, groundwater recharge and conservation measures. Next steps are to draft the IRP; complete the programmatic EIR; explore funding opportunities with City of Chino and City of Chino Hills, JCSD external recycled water supplies and the City of Pomona/MVWD recycled water intertie; and set up a budget based rate structure water forum to make a decision on water resources for the region.

#### 1. B. RECYCLED WATER POLICY PRINCIPLES

Sylvie Lee/Manager of Planning & Environmental Resources reviewed the Recycled Water Policy Principles that have been under review and development by the Regional Technical Committee and Policy Committee members, as one component of the IRP process.

The seven principles are: 1.) Maximize the beneficial use of recycled water to enhance local water resource availability and reduce the reliance on imported water, 2.) Promote efficient application and use of recycled water as a drought-proofing measure, 3.) Regional recycled water entitlements based on certain criteria, 4.) Operation of the recycled water system based on priorities, 5.) Meet peak recycled water direct demands, 6.) Maintain financial viability with incentivizing rates, and 7.) Maximize the use of recycled water capital investments.

A consensus has been reached on most of the seven principles, however Principle 3.2.ii is still a work in progress. This item will be brought back to the IEUA Board of Directors and Policy Committee in the next

several months with a redline version for review and approval. Mr. Grindstaff congratulated staff and the member agencies on their tremendous progress in the past four years in bringing this process to near completion as it has been the most contentious issue in the Regional Contract re-write. The Regional Contract expires in six years and staff would like to finish the Recycled Water Policy Principles by June 2015. Staff will continue to work with the member agencies to reach a consensus on item 3.2.ii and bring the item back for IEUA Board and Policy Committee review and approval.

ADJOURNMENT - Meeting was adjourned at 11:15 a.m.

Transcribed by:		
	Melinda J. Temblador	
	Administrative Coordinator, IEUA	

CONSENT CALENDAR ITEM

**2B** 



Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Finance, Legal, and Administration Committee (12/9/15)

From:

P. Joseph Grindstaff

General Manager

Submitted by:

Christina Valencia

Chief Financial Officer/Assistant General Manager

1682

Javier Chagoyen-Lazaro

Manager of Finance and Accounting

Subject:

General Disbursements Report

#### **RECOMMENDATION**

It is recommended that the Board of Directors approve the total disbursements for the month of October 2015, in the amount of \$12,342,322.01.

#### **BACKGROUND**

October disbursement activity includes vendor payments (check numbers 210826-211322) of \$5,451,719.51 and workers compensation payments (check numbers 04302-04342 & 43290) of \$22,378.39. The total amount of ACH and wire transfer payments is \$6,865,369.40, which includes payroll taxes in the amount of \$648,512.66. The total employee pay was \$1,897,749.68. The total pay for the Board of Directors was \$3,835.81.

Payn	ient Type	Transactions	Total Amount
Check	Vendors	497	5,451,719.51
	Workers-Comp	42	22,378.39
	Payroll-Directors'	4	2,854.71
	Payroll-Others	0	0.00
Subtotal Check	K	543	\$5,476,952.61
ACH		146	\$1,334,809.39
Wire Transfer	Payroll-Net Pay	3	1,897,749.68
	Payroll-Director	1	981.10
	Others	18	3,631,829.23
Subtotal Wires	3	22	\$5,530,560.01
TOTAL		711	\$12,342,322.01

Treasurer's Report on General Disbursements December 16, 2015 Page 2

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

Vendor	Amount	Description
Metropolitan Water District	2,216,036.59	August 2015 Water Purchase
Southern California Edison	1,144,936.10	Electric 6/2/15 - 10/23/15
CalPERS	750,411.82	P/R 20,21,22 PERS Contribution,10/15 Health Ins
Mike Bubalo Construction	733,209.31	PE/EOC-EN12020 Chino Creek Invert Repair, EN13045 Wineville RW Ext Seg. B/EN15026 CM Misc RO Const. & Emerg, EN16019 RO Emerg. O&M
Internal Revenue Service	542,597.60	P/R20, P/R21, P/R22, Dir010 Taxes

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

#### **PRIOR BOARD ACTION**

None.

#### **IMPACT ON BUDGET**

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

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210872	2200069825	2102/10/01	usp	MIDPOINT BEARING ONTARIO CA	10/05/2015
210873	2200069847		OSD	7,028.04 MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA	10/06/2015
210874	2200069810			1,530.85 MISSION REPROGRAPHICS RIVERSIDE CA	10/06/2015
210875	2200069894	_			10/07/2015
210876	2200069838			350.00 NATIONAL BUSINESS INVESTIGATIOMURRIETA CA	10/06/2015
210877	2200069839			665.83 O I AMALYTICAL CORPORATION COLLEGE STATION TX	10/07/2015
210878	2200069795	10/01/2012	CSD	324.51 OFFICE DEPOT LOS ANGELES CA	10/05/2015
210879	2200069851	10/01/2015	usp	23,252,72 OLIN CORP ATLANIA GA	10/05/2015
210880	2200069870	10/01/2015	nsp	43,525.92 OMNIEARTH INC ARLINGTON VA.	10/21/2015
210881	2200069852	10/01/2015	usp	15, 371. 27 ORACLE AMERICA INC SAN FRANCISCO CA	10/07/2015
210882	2200069799	10/01/2015	usp	171.07 P L HAWN COMPANY INC HUNTINGTON BEACH CA	10/07/2015
210883	2200069892	10/01/2015		81.43 PANTAYATIWONG, KANES CHINO HILLS CA	10/05/2015
210884	2200069889	10/01/2015		71.30 PENMAN, DAVID CHINO HILLS CA	10/21/2015
210885	2200069881	10/01/3015	USD	70.98 PERS LONG TERM CARE PROGRAM PASADENA CA	10/08/2015
210885	2200069812	10/01/2015		2,711.97 PETE'S ROAD SERVICE FULLERTON CA	10/06/2015
210887	2200069813	10/01/2015	OSD	632.77 PETTY CASH EXPENDITURES CHING CA	10/06/2015
210888	2200069872	10/01/2015		701.96 PSA PRINT GROUP RANCHO CUCAMONGA CA	10/07/2015
210889	2200069800	10/01/2015	nsp	318.46 RAMONA TIRE & SERVICE CENTERS HEMET CA	10/07/2015
210890	2200069801	10/01/2012	usp	245.50 RAYNE WATER CONDITIONING COVINA CA	10/05/2015
210891	2200069827	10/01/2018			10/06/2015
210892	2200069828	10/01/5015	asp	RED	10/26/2015
210893	2200069826	10/01/5015		RED	10/08/2015
210894	2200069802	10/01/2015		4,928.50 RMA GROUP RANCHO CUCAMONGA CA	11/10/2015
210895	2200069845	10/01/5015	asn	9,514.00 RMC WATER AND ENVIRONMENT WALNUT CREEK CA	10/06/2015
210896	2200065887	10/01/2015	dSD	327.23 ROSALES, TIMOTED CHINO HILLS CA	10/26/2015
210897	2200069803	10/01/2012	USD {		10/06/2015
210898	2200069849	10/01/2015	usp		10/09/2015
210899	2200069831	10/01/2015	usp		10/13/2015
210900	2200069858	10/01/2015	usn	SCHEEVEL ENGINEERING LLC ANAHEIM CA	10/08/2015
210901	2200069856	10/01/2015	usp	SINNOTI, PUEBLA, CAMPAGNE	10/13/2015
210902	2200069804	10/01/2015	gsn		10/23/2015
210903	2200069874	10/01/2015	USD	602.11 SO CALIF EDISON ROSEMEAD CA	10/08/2015
210904	2200069875	10/01/5015	USD		10/13/2015
210905	2200069815	10/01/2012	USD	4,849.27 SOUTH COAST AQMD DIAMOND BAR CA	11/04/2015
210906	2200069850	10/01/2015	usp		10/27/2015
210907	2200069865	10/01/3012	asn	750.00 STUDIO L SAN DIEGO CA	10/15/2015
210908	2200069866	10/01/5015	OSD	359,293.07 SUNBELT RENTALS INC ATLANTA GA	10/05/2015
23.0909	2200069846	10/01/2015	aso	SWRC	10/08/2015
210910	2200069868	10/01/2015	USD		10/20/2015
210911	2200069811		USD	144.89 TELL STEEL LONG BEACH CA	10/13/2015
210912	2200069862	10/01/2018	USD	16,801.85 THE BRICKMAN GROUP LID LLC CHICAGO IL	10/02/2015
210913	2200069871	10/01/2012	USD	20.00 THE SHREDDERS LOS ANGELES CA	10/13/2015
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1.0   Payment   Pannt date   Cxcy   Ameunt paid (PC)	Bank Bank Key Acct number	4149	IZENS BUSINESS	BANK		ONTARIO CA	917610000
10   10   10   10   10   10   10   10	Check						
2200065965   10/01/2015   USD	from	Payment		Amount paid	Recipient/void reason code		Enca /void
220006995   10/01/2015   USD   1,115.00   220006995   10/01/2015   USD   259.00   220006995   10/01/2015   USD   3,644.06   220006997   10/01/2015   USD   3,644.06   220006997   10/01/2015   USD   279.84   220006997   10/01/2015   USD   279.84   220006997   10/01/2015   USD   279.84   220006998   10/01/2015   USD   279.84   220006998   10/01/2015   USD   279.84   220006998   10/01/2015   USD   279.84   220006998   10/01/2015   USD   279.84   220006999   10/08/2015   USD   240.00   220006999   10/08/2015   USD   240.00   220006991   10/08/2015   USD   240.50   220006995   10/08/2015   USD   240.50   220006995   10/08/2015   USD   240.50   220006996   10/08/2015   USD   240.50   220006997   10/08/2015   USD   240.50   220006997   10/08/2015   USD   240.10   220006997   10/08/2015   USD   240.10   220006998   10/08/2015   USD   240.10   220006999   10/08/2015   USD   240.10   220006999   10/08/2015   USD   240.10   220006999   10/08/2015   USD   240.00   220006999   10/08/2015   USD   240.10   220006999   10/08/2015   USD   240.00   220006999   10/08/2015   USD   250.00   220006999   10/08/2015   USD   240.00	210914			268.92	TRAN, VINCENT CHINO HILLS CA		710/22/2015
2200069934   10/01/2015   USD   1,115.00   2200069943   10/01/2015   USD   8,402.16   2200069943   10/01/2015   USD   8,402.16   2200069943   10/01/2015   USD   2,500.20   2200069914   10/01/2015   USD   2,500.20   2200069915   10/01/2015   USD   2,500.20   2200069916   10/01/2015   USD   2,500.20   2200069916   10/01/2015   USD   2,500.20   2200069916   10/01/2015   USD   2,500.20   2200069916   10/01/2015   USD   2,500.20   2200069911   10/08/2015   USD   2,500.20   2200069911   10/08/2015   USD   2,500.20   2200069911   10/08/2015   USD   2,500.20   220006992   10/08/2015   USD   2,49.50   220006992   10/08/2015   USD   2,49.50   220006992   10/08/2015   USD   2,49.50   220006992   10/08/2015   USD   2,49.50   220006994   10/08/2015   USD   2,49.50   220006994   10/08/2015   USD   2,49.50   2200069995   10/08/2015   USD   2,49.50   220006999   10/08/2015   USD   2,20006999   220006999   10/08/2015   USD   2,20006999   220006999   10/08/2015   USD   2,49.50   220006999   10/08/2015   USD   2,49.50   220006999   10/08/2015   USD   2,49.50   220006999   10/08/2015   USD   2,20006999   220006999   10/08/2015   USD	210915			259.00	TRICO CORPORATION PEWAUKEE WI		10/13/2015
2200069843   10/01/2015   USD   3.244.00   2200069843   10/01/2015   USD   2.400.10   2200069843   10/01/2015   USD   2.40.10   2200069814   10/01/2015   USD   2.40.10   2200069816   10/01/2015   USD   2.40.10   2200069816   10/01/2015   USD   2.500.22   2200069816   10/01/2015   USD   2.500.22   2200069816   10/01/2015   USD   2.500.22   2200069817   10/01/2015   USD   2.500.22   2200069818   10/08/2015   USD   2.500.22   2200069819   10/08/2015   USD   2.500.22   2200069911   10/08/2015   USD   2.500.20   2200069911   10/08/2015   USD   2.500.20   2200069912   10/08/2015   USD   2.500.20   2200069913   10/08/2015   USD   2.500.20   2200069914   10/08/2015   USD   2.500.20   2200069915   10/08/2015   USD   2.500.20   2200069916   10/08/2015   USD   2.500.20   2200069917   10/08/2015   USD   2.30.10   2200069918   10/08/2015   USD   2.30.10   2200069918   10/08/2015   USD   2.30.10   2200069918   10/08/2015   USD   2.30.10   2200069918   10/08/2015   USD   2.30.10   2200069919   10/08/2015   USD   2.30.00   2200069910   10	210916			1,115.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES		10/08/2015
2200069843 10/01/2015 USD 2200069843 10/01/2015 USD 2200069873 10/01/2015 USD 2200069873 10/01/2015 USD 2200069873 10/01/2015 USD 2200069871 10/01/2015 USD 2200069871 10/01/2015 USD 2200069884 10/08/2015 USD 220006984 10/08/2015 USD 2200069984 10/08/2015 USD 2200069984 10/08/2015 USD 2200069982 10/08/2015 USD 2200069992 10/08/2015 USD 2200069992 10/08/2015 USD 2200069998 10/08/2015 USD 2200069998 10/08/2015 USD 2200069998 10/08/2015 USD 2200069998 10/08/2015 USD 2200069999 10/08/2015 USD 220006999 10/08/201	210917	_			UNDERGROUND SERVICE ALERT/SC CORONA CA		10/13/2015
2200069848   10/01/2015   USD   423.99   2200069874   10/01/2015   USD   2200069876   10/01/2015   USD   2200069807   10/01/2015   USD   2200069807   10/01/2015   USD   279.84   2200069808   10/01/2015   USD   279.84   220006981   10/01/2015   USD   27500.22   2200069884   10/01/2015   USD   27500.22   2200069884   10/08/2015   USD   2200069884   10/08/2015   USD   2200069984   10/08/2015   USD   2200069989   10/08/2015   USD   2200069989   10/08/2015   USD   2200069999   10/08/2015   USD   220006999   10/08/2015   USD	210919			97.704.0	UNIVERSAL PROTECTION SERVICE PASADENA CA		10/08/2015
2200069874 10/01/2015 USD 2049.99 2200069816 10/01/2015 USD 27,500.20 2200069808 10/01/2015 USD 27,500.20 2200069808 10/01/2015 USD 2,500.20 2200069818 10/01/2015 USD 2,500.20 2200069981 10/08/2015 USD 33.5.97 2200069981 10/08/2015 USD 33.5.97 2200069981 10/08/2015 USD 33.5.97 2200069981 10/08/2015 USD 33.5.97 2200069981 10/08/2015 USD 345.51 2200069981 10/08/2015 USD 345.51 2200069981 10/08/2015 USD 345.51 22000699981 10/08/2015 USD 344.17 22000699981 10/08/2015 USD 33.448.17 22000699981 10/08/2015 USD 33.488.28 220006999981 10/08/2015 USD 33.488.28 2200069999981 10/08/2015 USD 33.488.28 220006999999999999999999999999999999999	210920	_	_	3,644.06	VALLEY COURIERS INC CALABASAS CA		10/03/4015
2200069876 10/01/2015 USD 209.99 2200069807 10/01/2015 USD 2,500.02 2200069808 10/01/2015 USD 2,500.02 2200069842 10/01/2015 USD 2,500.02 2200069842 10/08/2015 USD 2,500.02 2200069981 10/08/2015 USD 335.97 2200069981 10/08/2015 USD 2,000.00 2200069981 10/08/2015 USD 2,000.00 2200069981 10/08/2015 USD 2,000.00 2200069982 10/08/2015 USD 2,012.50 2200070013 10/08/2015 USD 2,012.50 2200070013 10/08/2015 USD 2,012.50 2200070013 10/08/2015 USD 2,012.50 2200070010 10/08/2015 USD 2,132.87 220006995 10/08/2015 USD 2,132.87 220006996 10/08/2015 USD 2,132.87 220006997 10/08/2015 USD 2,132.87 220006999 10/08/2015 USD 2,132.87 20006999 10/08/2015 USD 2,132.	210921			423.99	VERIZON CALIFORNIA DALLAS TX		10/08/2015
2200069807   10/01/2015   USD 2200069816   10/01/2015   USD 2200069812   10/01/2015   USD 2200069813   10/01/2015   USD 22000699814   10/08/2015   USD 2200069981   10/08/2015   USD 2200069981   10/08/2015   USD 2200069991   10/08/2015   USD 2200069991   10/08/2015   USD 2200069991   10/08/2015   USD 2200069992   10/08/2015   USD 2200069926   10/08/2015   USD 2200069927   10/08/2015   USD 2200069928   10/08/2015   USD 2200069929   10/08/2015   USD 2200069920   10/08/2015   USD 2200069920   10/08/2015   USD 2200069920   10/08/2015   USD 22000	210922			204.99	VERIZON COMMUNICATIONS DALLAS TX		10/08/2015
2200069916   10/01/2015   USD	210923		_	279.84	WWR INTERNATIONAL LLC PITTSBURGH PA		10/13/2015
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2200069984 10/04/2015 USD 335.97 2200069981 10/08/2015 USD 335.90.00 2200069981 10/08/2015 USD 390.00 2200069981 10/08/2015 USD 745.91 2200069981 10/08/2015 USD 767.93 2200069992 10/08/2015 USD 249.59.64 2200069925 10/08/2015 USD 249.59.62 2200069926 10/08/2015 USD 249.59.62 2200069926 10/08/2015 USD 249.59.62 2200069926 10/08/2015 USD 249.59.74 2200069926 10/08/2015 USD 249.79.70 2200069998 10/08/2015 USD 27.32.87 2200069999 10/08/2015 USD 27.33.87 2200069999 10/08/2015 USD 27.39	210925			2,500.22	WAXIE SANITARY SUPPLY LOS ANGELES CA		10/13/2015
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2200069981 10/08/2015 USD 490.00 2200069981 10/08/2015 USD 745.91 2200069991 10/08/2015 USD 745.91 2200069991 10/08/2015 USD 2490.00 2200069992 10/08/2015 USD 249.55 2200069926 10/08/2015 USD 241.31 2200069948 10/08/2015 USD 33.418.91 2200069948 10/08/2015 USD 232.87 2200069949 10/08/2015 USD 232.87 2200069949 10/08/2015 USD 232.87 2200069949 10/08/2015 USD 233.478.95 2200069949 10/08/2015 USD 233.478.95 2200069949 10/08/2015 USD 2,300.00 2200069949 10/08/2015 USD 2,300.00 2200069949 10/08/2015 USD 2,300.00 2200069949 10/08/2015 USD 2,300.00 2200069999 10/08/2015 USD 2,300.00 2200069999 10/08/2015 USD 2,300.00 2200069999 10/08/2015 USD 12,900.00 2200069999 10/08/2015 USD 14,000.00 24,000.00 24,000.00 24,000.00 25,000.0	210929			335.97			10/15/2015
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2200069999         10/08/2015         USD         745.91           220006992         10/08/2015         USD         249.55           220006992         10/08/2015         USD         249.55           220006992         10/08/2015         USD         249.55           220006992         10/08/2015         USD         2,012.50           220006992         10/08/2015         USD         2,012.50           220006993         10/08/2015         USD         2,012.50           220006996         10/08/2015         USD         2,17.44           220006996         10/08/2015         USD         2,32.87           220006996         10/08/2015         USD         2,32.87           220006997         10/08/2015         USD         2,32.87           220006999         10/08/2015         USD         2,344.17           220006999         10/08/2015         USD         2,344.17           220006999         10/08/2015         USD         2,360.00           220006999         10/08/2015         USD         2,360.00           220006999         10/08/2015         USD         2,360.00           220006999         10/08/2015         USD         2,200.00 <td>210931</td> <td></td> <td></td> <td>490.00</td> <td>ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA</td> <td></td> <td>10/15/2015</td>	210931			490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA		10/15/2015
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2200069976 10/08/2015 USD 1,361.15 2200070006 10/08/2015 USD 2,20006996 10/08/2015 USD 2,32.87 2200069945 10/08/2015 USD 332.87 2200069948 10/08/2015 USD 3,48.20 2200069973 10/08/2015 USD 2,888.20 2200069998 10/08/2015 USD 2,388.20 2200069998 10/08/2015 USD 2,388.20 220006999 10/08/2015 USD 3,478.95 220006999 10/08/2015 USD 3,514.52 220006999 10/08/2015 USD 3,514.52 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 3,514.52 220006999 10/08/2015 USD 3,500.00	210938				BRITHINEE ELECTRIC COLTON CA		10/14/2015
2200069996 10/08/2015 USD 6,141.91 2200069946 10/08/2015 USD 33.087 2200069948 10/08/2015 USD 168.00 2200069948 10/08/2015 USD 168.00 2200069973 10/08/2015 USD 2,888.28 220006998 10/08/2015 USD 2,344.17 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 395.25 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 2,300.00 220006999 10/08/2015 USD 13,514.52 220006999 10/08/2015 USD 13,514.52 220006999 10/08/2015 USD 13,514.52 220006999 10/08/2015 USD 18,883.15 220006999 10/08/2015 USD 18,983.15	210939				BURLINGTON SAPETY LAB OF CALIFMESTMINSTER CA		10/14/2015
2200070010 10/08/2015 USD 232.87 2200069948 10/08/2015 USD 35.00 2200069948 10/08/2015 USD 2200069973 10/08/2015 USD 2,344.17 2200069989 10/08/2015 USD 2,888.28 2200069997 10/08/2015 USD 2,300.00 2200069977 10/08/2015 USD 2,300.00 2200069977 10/08/2015 USD 3,55.00 220006999 10/08/2015 USD 3,55.00 220006999 10/08/2015 USD 13,514.52 220006999 10/08/2015 USD 12,900.00 220006999 10/08/2015 USD 18,883.15 220006999 10/08/2015 USD 2,20006990 220006999 10/08/2015 USD 2,900.00 220006999 10/08/2015 USD 2,900.00 220006999 10/08/2015 USD 3,50.00	230941				BUKKIBU MAJIB IKUDDIKIBS INU BUBNA PAKK UA TALIBURNIA WATER TRCHNOLOGIES PAGABRA CA		10/16/2015
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2200069948 10/08/2015 USD 5,344.17 2200069973 10/08/2015 USD 2,344.17 220006998 10/08/2015 USD 3,448.27 220006998 10/08/2015 USD 3,478.95 220006997 10/08/2015 USD 2,300.00 220006997 10/08/2015 USD 3,51.500 220006997 10/08/2015 USD 3,51.500 220006999 10/08/2015 USD 13,514.52 220006999 10/08/2015 USD 12,900.00 220006999 10/08/2015 USD 18,883.15 220006999 10/08/2015 USD 18,883.15 220006999 10/08/2015 USD 18,983.15 220006999 10/08/2015 USD 18,96.77	210943			35.00	CHAMPION NEWSPAPERS CHINO CA		10/13/2015
220006993 10/08/2015 USD 5,344.17 2200070001 10/08/2015 USD 2,888.28 220006998 10/08/2015 USD 33,478.95 220006999 10/08/2015 USD 2,300.00 220006997 10/08/2015 USD 3,55.05 220006997 10/08/2015 USD 13,514.52 2200070001 10/08/2015 USD 12,900.00 220006999 10/08/2015 USD 12,900.00 220006999 10/08/2015 USD 18,883.15 220006999 10/08/2015 USD 18,96.77	210944		_		CLUB CHINO HILLS		10/13/2015
2200070001 10/08/2015 USD	210945				CINTAS CORPORATION LOC#150 PHOENIX AZ		10/14/2015
2200069998 10/08/2015 USD 2,300.00 2200069998 10/08/2015 USD 2,300.00 220006997 10/08/2015 USD 395.25 2200070000 10/08/2015 USD 13,514.52 2200070000 10/08/2015 USD 12,900.00 2200069990 10/08/2015 USD 12,900.00 2200069983 10/08/2015 USD 18,883.15 2200069983 10/08/2015 USD 50.00 2200069983 10/08/2015 USD 50.00 2200069983 10/08/2015 USD 345.09 22000699999 10/08/2015 USD 345.09	210946				CITY OF CHINO CHINO CA		10/13/2015
2200069977 10/08/2015 USD 395.25 2200069977 10/08/2015 USD 395.25 2200070000 10/08/2015 USD 13,514.52 2200070000 10/08/2015 USD 12,900.00 2200069990 10/08/2015 USD 12,900.00 2200069983 10/08/2015 USD 18,883.15 2200069983 10/08/2015 USD 50.00 2200069951 10/08/2015 USD 345.09	21094/				CONSERV CONSTRUCTION INC MURRISHA CA		10/15/2015
2200069975 10/08/2015 USD 13,514.52 DELL MARKETING L P PASADENA CA 2200069994 10/08/2015 USD 12,900.00 DRH20 LC IRVINE CA 2200070000 10/08/2015 USD 12,900.00 DRH20 LC IRVINE CA 220007001 10/08/2015 USD 18,883.15 ELECTRO-CHEMICAL DEVICES, INC IRVINE 220006998 10/08/2015 USD 50.00 EPIC LAND SOLUTIONS INC PHOENIX AZ 2200069929 10/08/2015 USD 345.09 FISHER SCIENTIFIC LOS ANGELES CA 2200069951 10/08/2015 USD 496.77 FLORENCE FILTER CORP COMPTON CA	210949				COONIMITY SOLUTIONS WESTMINSTER CA		10/16/2015
22000509943 10/08/2015 USD 13,514.52 DELL MARKETING L P PASADENA CA 2200070000 10/08/2015 USD 12,900.00 DRH2O LLC IRVINE CA 2200070011 10/08/2015 USD 18,883.15 ELECTRO-CHEMICAL DEVICES, INC IRVINE 2200069983 10/08/2015 USD 50.00 EPIC LAND SOLUTIONS INC PHOENIX AZ 2200069929 10/08/2015 USD 345.09 FISHER SCIENTIFIC LOS ANGELES CA 2200069951 10/08/2015 USD 496.77 PLORENCE FILTER CORP COMPTON CA	2,10950				AVE'S PLUMBING CHINO HILLS CA		10/28/2015
2200070000 10/08/2015 USD 12,900.00 DRH2O LLC IRVINE CA 2200069990 10/08/2015 USD 18,883.15 ELECTRO-CHEMICAL DEVICES, INC IRVINE 2200070011 10/08/2015 USD 50.00 EPIC LAND SOLUTIONS INC PHOENIX AZ 2200069929 10/08/2015 USD 345.09 FISHER SCIENTIFIC LOS ANGELES CA 2200069951 10/08/2015 USD 496.77 FLORENCE FILTER CORP COMPTON CA	210551			514.52	JELL MARKETING L P PASADENA CA		10/14/2015
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2200069951 10/08/2015 USD 496.77 FLORENCE FILTER CORP COMPTON (	210955				EPIC LAND SOLUTIONS INC PHOENIX AZ		10/13/2015
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210963			ດຮກ	159.69	HAWTHORNE LIFT SYSTEMS LOS ANGELES CA	10/15/2015
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210966	2200069988	10/08/2015	USD	2,282.03	ICE QUBE INC GREENSBURG PA	10/14/2015
210967	2200069959	10/08/2015	USD	1,825.00	INDUSTRIAL HEARING & PULMONARYUPLAND CA	10/14/2015
210968	2200069933	10/08/2015	usn	927.48	INLAND VALLEY DAILY BULLETIN COVINA CA	10/23/2015
210969	2200069970	10/08/2015	USD	6,653.22	6,653.22 INTEGRATED DESIGN SERVICES INCIRVINE CA	10/19/2015
210970			USD			10/13/2015
210971			usp			1.0/20/2015
210972			ūsp	1,024,00	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	10/26/2015
210973			USD		LEE & RO INC CITY OF INDUSTRY CA	10/14/2015
210974			OSD		LENING, SCOTT	10/14/2015
210975			usp	281.26	MCMASTER-	10/15/2015
210976			USD	7,082.58	MICROAGE PHOENIX AZ	10/12/2012
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210979	2200069974		nsp	19,028.75	OLIN CORP ATLANTA GA	10/13/2015
210980	2200069940	10/08/2012	usp	552.08	PETE'S ROAD SERVICE FULLERTON CA	10/15/2015
210981	2200069941		ດຮວ	441.04	PETTY CASH EXPENDITURES CHINO CA	10/12/2015
210982	2200069935		OSD	6,487.54	RAMONA TIRE & SERVICE CENTERS HEMET CA	10/16/2015
210983	2200069927	10/08/2015	USD	80.54	RBM LOCK & KEY ONTARIO CA	10/19/2015
210984	2200069953	10/08/2012	USD	223.54	RED WING SHOE STORE CORONA CA	10/16/2015
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210986	2200069965	10/08/5015	usp	5,314,48	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	10/15/2015
210987			usp			10/14/2015
210988			OSD		ROSEMOUNT INC CHARLOTTE NC	10/14/2015
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210991			usn	687.00	RUTAN & TUCKER LLP COSTA MESA CA	10/16/2015
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210993	2200069957	10/08/2012	USD	1,964.36	SAN BERNARDINO COUNTY SAN BERNARDINO CA	10/19/2015
210994	2200070003	10/08/5012	GSD	435,267.88	435,267.88 SO CALIF EDISON ROSEMEAD CA	10/14/2015
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211001		10/08/2015[1	usp		TOM DODSON & ASSOCIATES SAN BERNARDINO CA	10/15/2015
211002	2200070015	10/08/3012	GSD	300.00	TOVAR, MARIA FONTANA CA	11/04/2015

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211005	2200059999	9 10/08/2015	USD	2,962.11 TSURUMI AM	TSURUMI AMERICA INC PALATINE IL		10/19/2015
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211011	2200070002	2 10/08/2015	OSD		VERIZON CALIFORNIA DALLAS TX		10/13/2015
211012	2200069956	-	usp	267.84 VERIZON WI	VERIZON WIRELESS DAILAS TX		10/16/2015
211013	2200069937			697.45 VWR INTERN	VWR INTERNATIONAL LLC PITTSBURGH PA		10/16/2015
211014	2200069962			4 3	RASIC CONSTRUCTION CO INC LONG BEACH CA		10/14/2015
211015	2200069946				WASTE MANAGEMENT OF BALDWIN PARK CA		10/19/2015
211016	2200069938				WAXIE SANTTARY SUPPLY LOS ANGELES CA		10/19/2015
211017	2200069961				WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA		10/15/2015
211018	2200069978				WESTIN ENGINEERING INC RANCHO CORDOVA CA		10/14/2015
211019	2200069963				WORLDWIDE EXPRESS ALBANY NY		10/14/2015
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211023	2200070094						10/26/2015
21.1024	2200070085		USD	30,120.00 AUSTIN COMPANY,	PANY, THE CLEVELAND OH		10/20/2015
211025	2200070099				AUTOZONE INC ATLANTA GA		10/27/2015
211026	2200070090				BAKERSFIELD PIPE & SUPPLY INC BAKERSFIELD CA		10/22/2015
211027	2200070056			428.08 BEN MEADOWN	BEN MEADOWS CO JANESVILLE WI		10/27/2015
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211029	12200070101				PACKAGING LLC CHICAGO IL		10/23/2015
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211037	2200070031				CALTROL INC LOS ANGELES CA		10/20/2015
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211044	2200070071				CHINO MFG & REPAIR INC CHINO CA		10/20/2015
211045	2200070104		usn.		CINTAS FIRE PROFECTION CINCINNAT! OH		10/22/2015
211046	2200070077	7 10/15/2015	บรถ	8,329.15 CITIGROUP C	CITICROUP GLOBAL MARKETS INC PITISBURGH PA		10/23/2015

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211087	2200070142		USD		11/02/2015
211088	2200070034			OFFICE DEPOT LOS AUGELES CA	10/23/2015
211089	2200070137	10/15/2015	ນຮຸກ		
211050	ZZ0007008B	10/15/2015	USD	20,764.82 OLIN CORP ATLANTA GA	10/20/2015

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211094	2200070040	10/15/2015	USD	1,082.16	PATTON SALES CORP UNIARIO CA DEDVINELMED HEALTH CITEMORS INCHICACO II		10/21/2015
211096	2200070128		USD USD	86.07	PERS LONG TERM CARE PROGRAM PASADENA CA		10/23/2015
211097	2200070050	10/15/2015	USD	3,598.16	PETE'S ROAD SERVICE FULLERTON CA		10/21/2015
211098	2200070126		USD	14,280.20	PREFERRED BENEFIT INSURANCE PLEASANTON CA		10/21/2015
211099	2200070042	10/15/2015	USD USD	174.29	RAMONA TIRE & SERVICE CENIERS ONTARIO CA PRIM FOCK & REV ONTARIO CA		10/29/2015
211101	2200070043		usp		RMA GROUP RANCHO CUCAMONGA CA		(2)
211102	2200070069		usn	2,013.92			10/20/2015
211103	2200070108		aso	4,741.25	ROSENOW SPEVACEK GROUP INC SANTA ANA CA		10/21/2015
211104	2200070044		dsn	35,577,48	ROYAL WHOLESALE ELECTRIC ORANGE CA		10/20/2015
211105	2200070086	10/15/2015	USD GSI	30 887 00	KSD LAKE FORESI CA		10/22/2015
211107	2200070083		USD	50.00			
211108	2200070109		usp	760.32	SIEMENS DEMAG DELAVAL ATTANTA GA		10/29/2015
211109	2200070045		USD	198.71	SMART & FINAL LOS ANGELES CA		10/28/2015
211110	2200070117		usp	707,976.76	SO CALIF EDISON ROSEMEAD CA		10/20/2015
בונונוכ	2200070118	10/15/2015	USD	4,545.79	SU CALLY GAS MONIEKET FARK CA		10/22/2015
21112	2200070081		usp	42,410.39	SWRCB ACCOUNTING OPFICE SACRAMENTO CA		10/26/2015
21114	2200070102		usp	14,085.00	THE BRICKMAN GROUP IID LLC CHICAGO IL		10/20/2015
211115	2200070093		usp	56.42	THERMO FISHER SCIENTIFIC LLC DALLAS TX		10/22/2015
211116	2200070119		usn	966.78	TIME WARNER TELECOM DENVER CO		10/22/2015
211117	2200070062	10/15/2015	usp usp	1,561,61	TUM LOUSON & ASSOCIAIES SAN BERNAKUINO CA TRANSCAT INC BALTIMORE MD		10/22/2015
211119	2200070095		usp	962.00			10/21/2015
211120	2200070107	10/15/2015	usn	350.00	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA		11/03/2015
211151	2200070078		usp	604.00	S EQUIPMENT CO SANTA FE SPRINGS CA		10/22/2015
211122	2200070067	102/51/01	oso den	28.00 40.00 60.00	US HEADITMORKS MEDICAL GROOF LOS ANGELES CA HTTPS SCIENTIETS NOPTH KINGSTAMN DI		10/21/2015
ZIIZS	2200701057		usu usu	3.405.00	USIT CONSULTING INC NAPERVILLE IL		10/20/2015
211125	2200070121		usp	437.42	VERIZON BUSINESS DALLAS IX		10/26/2015
211126	2200070116		បន្ទា	2,778.35			10/22/2015
211127	2200070120	10/15/2015	USD	920.68	COMMUNICATIONS		10/23/2015
211128	2200070063		usp	114.03	VERIZON WIRELESS DALLAS IX		5102/06/01
211129	2200070053	207/51/01	USD	2,677,95	WESTERN DENTAL PLAN ORANGE CA		10/21/2015
211131	2200070075	10/15/2015	usn		WESTERN WATER MORKS SUPPLY CO CHINO HILLS CA		10/22/2015
211132	2200070079		USD	227.60	WORLDWIDE EXPRESS ALBARY NY		10/21/2015
211133	22000022	10/22/2015	usp	6,810.94	10-8 RETROFIT INC ONTARIO CA		10/28/2015
211134	2200070179	10/22/2015	CSD	375.47	AIRGAS WEST INC PASADENA CA		CT0%/20/TT

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BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA 44,808.99 ALLISON MECHANICAL, INC. REDLANDS CA BUSINESS CARD WILMINGTON DE Amount paid (FC) Recipient/void reason code 760.28 AUTOZONE INC ATLANTA GA 184.67 BOOT BARN INC IRVINE CA 425.00 AIRWATCH LLC ATLANTA GA 78.31 13,611.41 CITIZENS BUSINESS BANK Crcy 2200070223 10/22/2015 USD 2200070216 10/22/2015 USD 2200070197 10/22/2015 USD 2200073225 10/22/2015 USD 2200070218 10/22/2015 USE 2200070209 10/22/2015 Pmut date 231167641 Payment 122234149 CHECK CBB Caeck sumber from to Company code 1000 Acct number Bank Key 211136 211138 211139 211140 211137 211141 Check Bank

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פקונוכ	0910200000	10/22/2018	nen	22 700 1			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
211180	2203070241	10/22/2015	usp	109.62	MORGAN-PERALES, LISA CHINO HILLS CA		10/27/2015
ZILBI	2200070212	10/22/2015	asa	993.60			10/29/2015
211182	2200070207	10/22/2015	USD	623.23	NESTLE WATERS NORTH AMERICA LOUISVILLE XY		10/28/2015
211184	2200070206	10/22/2015	usp usp	22.153.46	OFFICE DEFOT DOS ANGELES CA		10/26/2015
211185	2200070232	13/22/2015	USD	292.05	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		10/27/2015
211186	2200070243	10/22/2015	USD	163.99	ORTIZ, BRIAN CHINO HILLS CA		11/09/2015
211187	2200070198	10/22/2015	usp	270.00	PANTHER PROTECTION ORANGE CA		11/04/2015
211189	2200070185	10/22/2015	usn	9,558.43	POLYDYNE INC ATLANTA GA		10/26/2015
211190	2200070191		usp	225.00	225.00 RED WING SHOE STORE UPLAND CA		10/30/3015
211191	2200070177		USD	25,478.04	ROYAL WHOLESALE ELECTRIC ORANGE CA		10/27/2015
211192	2200070204	10/22/2015	USD		SARBS-CWEA FOUNTAIN VALLEY CA		
211193	2200070235	10/22/2015	USD		SO CALIF EDISON ROSEMEAD CA		10/27/2015
211194	2200070236	10/22/2015	USD				10/29/2015
211195	2200070224	10/22/2015	OSD Con				10/28/2015
211130	2200070230		usn	875.00	TELEDINE, INSTRUMENTS INC DALLAS IX THE AERIAL IMAGE TEMECHIA CA		11/06/2015
211198	2200070210		usp	1,500.00	TOTALFUNDS BY HASLER TAMPA FL		11/02/2015
211199	2200070196		usp	204.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA		10/26/2015
211200	2200070194		USD		U S HOSE INC ONTARIO CA		10/27/2015
211201	2200070188		USD		ULTRA SCIENTIFIC NORTH KINGSTOWN RI		10/29/2015
211203	2200070234	10/22/2015	USD USD	2,735,46	VELIZON CALIFORNIA DALLAS TX		10/22/2015
211204	2200070237	_	DSD		VERIZON COMMUNICATIONS DALLAS IX		10/28/2015
211205	2200070199		usn		W A RASIC CONSTRUCTION CO INC LONG BEACH CA		10/27/2015
23,1206	2200070184		usp		WATER EDUCATION FOUNDATION SACRAMENTO CA		10/28/2015
211207	2200070178		dsn		WAXIE SANITARY SUPPLY LOS ANGELES CA		10/28/2015
211208	2200070267	10/22/2015	USD USD	01.601.31	KWS MANUFACTURING COMPANY LTD BURLESON IX SPAT. ANALYTICAL, INC. MEDITON WIT		10/29/2015
211210	2200070441		OSD		ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA		11/04/2015
211211	2200070394	10/29/2015	USD	829.67	AIRGAS WEST INC PASADENA CA		
211212	2200070415		usn				11/04/2015
211213	2200070435		USD		AMP MECHANICAL INC COSTA MESA CA		11/06/2015
211214	2200070481	10/29/2015	USD	585.89	ARAMBULA, BLANCA CHINO HILLS CA		3100/01/11
211216			asn		ARGUELLES, ALEX CHINO HILLS CA		11/04/2015
211217	2200070398	10/29/2015	USD		ARIZONA INSTRUMENT LLC CHANDLER AZ		11/03/2015
211218	2200070476		usn		AVILA JR, ARTHUR CHINO HILLS CA		11/12/2015
211219	2200070452		USD				11/06/2015
1220	2200070466	10/29/2015	USD USD	173.51	BREIG, ANNA VICTORVILLES CA		11/13/2015
211232			usp		CALIFORNIA NEWSFAPER SERVICE BLOS ANGELES CA		11/03/2015
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211267	2200070459	10/53/5015	asn	2,380,32	MERTEC ENGINEERING UPLAND CA		11/04/2015
211268	2200070436		OSD	16,278.23	MEYERS		11/03/2015
211269	2200070408		dsn	2,951.62	MIDPOINT BEARING ONTARIO CA		11/03/2015
211271	2200070416	10/29/2015	usn usn	344.80	344.80 MIELE INC PRINCETON NJ 034 30 MIKE RIBAIO CONCEDIMINO O INDAINMEN NASA 30		11/05/2015
211272	2200070468		usn	694.69			11/05/2015
211273	2200073395	10/29/2015	usp	339.19	MISSION REPROGRAPHICS RIV		11/04/2015
21.274	2200070458		usp ·	6,950.00	NYHART INDIANAPOLIS IN		11/03/2015
211275	2200070482		usn	152.03	O'BRIEN, MICHELLE CHINO HILLS CA		11/09/2015
211277	2200070383	10/29/2015	USD	1,254.91	OFFICE DEPOT LOS ANGELES CA		11/03/2015
211278	2200070463		OSD	6,495,41	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		11/02/2015
211279	2200070477		usp	138.62	OSBORW, RICHARD CHINO HILLS CA		11/05/2015
211280	2200070414		asp	1,656.00	PALM AUTO DETAIL INC COLTON CA		11/04/2015
211281	2200070396		aso	448.51	PETTY CASH EXPENDITURES CHINO CA		11/05/2015
211282	2200070389		dsp dsp	2,498.40	PITNEY BOWES INC PITISBURCH PA		11/10/2015
211283	2200070421	10/29/2015	980	901.65	PLUMBERS DEPOT INC HAWTHORNE CA		11/03/2015
2712005	2200070430		OSD	739.27	FUMPA, JESSE CHING HILLS CA		11/04/2015
311286.	2200070418		usn	9,266.40	RACO MANUFACTURING & ENGINEERIEMERYVILLE CA		11/03/2015
211287	2200070391	10/29/2015	USD	508.80	RAMONA TIRE & SERVICE CENTERS HEMET CA		11/05/2015
211288	2200070390		usp	369.99	RAMONA TIRE & SERVICE CENTERS ONTARIO CA		11/05/2015
211289	2200070392	10/29/2015	USD	110.50	RAYNE WAITER CONDITIONING COVINA CA		11/02/2015
162112	2200070393		nsp i	7. 147.1	RMA GROUP RANCHO CHICAMONGA CA		11/03/2018
211292	2200070461		usn	3,374.58	ROW TRAPPIC SAFETY INC SAN DIMAS CA		11/10/2015
211293	2200070451		usp	2,500.00	SACRAMENTO RIVER WATERSHED PROSAN DIEGO CA		
211294			nsp.	1,045.00	SAN BERNARDING COUNTY SAN BERNARDING CA		11/06/2015
201123	2200070446	10/29/2015	U 25 E	24, 114.26	SINNOIT, FUBBLA, CAMPAGNE & CULOS ANGELES CA		11/06/2015
211297			asp	21,257.56	STANTEC CONSULTING INC CHICAGO IL		13/03/2015
211298	2200070433	10/29/2015	USD	23,429.19	SUN WIRELESS SAN DIEGO CA		11/03/2015
211299	2200070432		ດຣດ	302,261.54	SUN WIRELESS VALLEY CRIVTER CA		11/03/2015
211300			OSD	1,731.90	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA		11/04/2015
211301	2200070400	10/29/2015 0	USD USD	7,631.00		•	11/06/2015
213303			usp usp		INSTITUTE OF ENTERNAL MODIORIANDO FE THERMO RIECTRON NORTH AMERICA ATTANTA GA		11/04/2015
211304			usp		THOMAS HARDER & CO INC ANAHEIM CA		11/04/2015
212305	2200070447	10/29/2015	_ dsn		TRICO CORPORATION PEWAUKEE WI		11/04/2015
211306			usn		UNION BANK OF CALIFORNIA MONTEREY PARK CA		11/05/2015
211307			USD		URIMAGE BLOOMINGTON CA		11/04/2015
211308			usp		VERIZON CALIFORNIA DALLAS TX		11/05/2015
211303	22000000000	10/29/2015	0.80	20.27	WESTERN ANALYTICAL LABORATORICHING CA		11/03/2015
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Check number from to	Payment	Pmnt date	Crey	Amount paid (FC)	Amount paid (FC) Recipient/void reason code		Enca./void
211311	2200070437 10/29/2015 USD	10/29/2015	usp	936.00	936.00 ZAPPIA LAW FIRM LOS ANGELES CA		11/05/2015
211312	2200070505 10/29/2015 USD	10/29/2015	usp	239.14	239.14 AMERICAN HERITAGE LIFE INSURANDALLAS TX		11/06/2015
211313	2200070509 10/29/2015 USD	10/29/2015	USD	345.75	345.75 LEGALSHIELD ADA OK		11/12/2015
211314	2200070507 10/29/2015 USD	10/59/5015	usp	16,318.96	16,318.96 LIFE INSURANCE COMPANY OF PHILADELPHIA PA		11/09/2015
211315	2200070508 10/29/2015 USD	10/53/5015	QSD	144.40	144.40 LINCOLN LIFE-TERM LIFE CHICAGO IL		11/09/2015
211316	2200070506 10/29/2015 USD	5102/62/01	OSD	70.98	70.98 PERS LONG TERM CARE PROGRAM PASADENA CA		11/10/2015
211317	2200070504 10/29/2015 USD	10/29/2015	OSD	53.75	53.75 SO CALIF GAS MONTEREY PARK CA		11/06/2015
211318	2200070503 10/29/2015 USD	10/29/2015	USD	10,135.63	10,135.63 U S BANK ST LOUIS MO		11/12/2015
211319	2200070501 10/29/2015 USD	10/29/2015	usn	300.00	300.00 U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA		11/03/2015
211320	2200070499 10/29/2015 USD	10/29/2015	usp	333.00	333.00 UNDERGROUND SERVICE ALERI/SC CORONA CA		11/05/2015
211321	2200070500 10/29/2015 USD	10/59/5015	USD	3,177.86	3,177.86 VERIZON WIRELESS DALLAS TX		11/05/2015
211322	2200070502 10/29/2015 USD	10/29/2015	usp	864.47	864.47 WORLDWIDE EXPRESS ALBANY NY		11/04/2015
* Payment method Check			USD	5,448,719.51			

Check Register	
l.Agency	

Inland Empire Util.Agency Chino, CA Company code 1000				Check Register	ster	11/17/2015 / 09:32:56 User: SHEATH Page: 13	/ 09:32:56 SHEATH 13
	0	CITIZENS BUSINESS BANK	NESS BA	WK.		CNTARIO CA 917610000	917610000
Acct number CHECK	C #1	231167641					
Separate Check							
Check number from to	Payment	Pmnt date Crcy	Crcy	Amount paid (FC)	Amount paid (PC) Recipient/void reason code		Enca./void
210928	2200069832	2200069832 10/01/2015 USD	asn	3,000.00	3,000.00 SAN BERNARDINO COUNTY SAN BERNARDINO CA		10/13/2015
* Payment method Separate Check	check		asa	3,000.00			

Total of all entries

Enca./vold 11/17/2015 / 09:32:56 User: SHBATH Page: 14 Amount paid (FC) Recipient/void reason code 5,451,719.51 Pmnt date Crcy asn Payment Check number from to

Inland Empire Util.Agency Chino, CA Company code 1000

Check Register

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Enca./void 10/01/2015 10/15/2015 10/16/2015 10/15/2015 10/14/2015 10/13/2015 10/14/2015 10/14/2015 10/16/2015 10/21/2015 10/21/2015 10/20/2015 10/20/2015 10/27/2015 10/20/2015 10/23/2015 10/22/2015 10/20/2015 10/21/2015 10/28/2015 10/28/2015 10/28/2015 10/28/2015 10/28/2015 10/28/2015 11/10/2015 10/26/2015 10/28/2015 10/28/2015 11/04/2015 11/04/2015 11/04/2015 11/02/2015 11/02/2015 11/02/2015 11/02/2015 11/02/2015 10/28/2015 10/26/2015 10/28/2015 917610000 ONTARIO CA ď  $\mathfrak{S}$ ð ซี S CAű Ş S S S 3 S g CA Q g S ď. ð Q g S 2 S J ð đ ğ ซี 55 5 Š 133.35 YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY INDUSTRY INDUSTRY INDUSTRY 245,27 YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY 48.49 YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY INDUSTRY GROUP CITY OF INDUSTRY voided by SHEATH - Printed incorrectly GROUP CITY OF OF Q. GROUP CITY OF GROUP CITY OF GROUP CITY OF GROUP CITY OF CIIY OF GROUP CITY OF YORK INSURANCE SERVICES GROUP CITY OF GROUP CITY OF P. OF Ŏ Ģ O Ö GROUP CITY OF GROUP CITY OF CITY OF β. O GROUP CITY OF GROUP CITY OF Ö Ö CILL CITY GROUP CITY GROUP CITY CITY GROUP CITY GROUP CITY CILY CILLY CILY GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP paid (FC) Recipient/void reason code YORK INSURANCE SERVICES YORK INSURANCE SERVICES 8,444.75 YORK INSURANCE SERVICES YORK INSURANCE SERVICES 133.35 YORK INSURANCE SERVICES 90.00 YORK INSURANCE SERVICES 48.49 YORK INSURANCE SERVICES SERVICES YORK INSURANCE SERVICES YORK INSURANCE SERVICES 48.49 YORK INSURANCE SERVICES 1,450.58 YORK INSURANCE SERVICES YORK INSURANCE SERVICES YORK INSURANCE SERVICES 89.80 YORK INSURANCE SERVICES 172.55 YORK INSURANCE SERVICES YORK INSURANCE 8.74 12.19 180.00 88.36 2,259.75 1,490.25 12.59 11.07 133,35 63.69 528.00 869.50 76.42 453.06 48.49 38.46 2,208.34 89.80 1,349.72 133.35 96.00 329,39 196.02 122.30 154.20 89.80 133.35 122.33 93.68 82.07 22,378.39 Amount CITIZENS BUSINESS BANK Crcy USD 2200070245 10/07/2015 USD 2200070246 10/07/2015 USD 2200070247 10/07/2015 USD 2200070248 10/07/2015 USD 2206070250 10/07/2015 USD 2200070251 10/07/2015 USD USD USD CSO USD USD USD USD OSD OSD USD OSD OSD USD USD USD USD USD asn USD 2200070510 10/28/2015 USD 2200070511 10/28/2015 USD OSD 2200070514 10/28/2015 USD USD 2200070677 10/30/2015 USD USD USD OSD 2200070497|10/21/2015|USD 2200070675 10/21/2015 USD 2200070513 | 10/28/2015 | USD 2200070516 10/28/2015 USD 2200070679 10/30/2015 USD OSD 2200070249 10/07/2015 2200070252 10/07/2015 2200070253 10/14/2015 2200070254 10/14/2015 2200070255 10/14/2015 2200070256 10/14/2015 2200070257 10/14/2015 2200070260 10/14/2015 2200070252 10/14/2015 2200070264 10/14/2015 2200070265 10/14/2015 2200070489 10/21/2015 2200070490 10/21/2015 2200070491 10/21/2015 2206070492 10/21/2015 2200070493 10/21/2015 2200070494 10/21/2015 2200070495 10/21/2015 2200070496 10/21/2015 2200070512 10/28/2015 2200070515 10/28/2015 2200070259 10/14/2015 2200070678 10/30/2015 2200070680 10/30/2015 2200070681 10/30/2015 2200070692 10/21/2015 2200070498 10/21/2015 Pmnt date 231159290 \* Payment method Checks created manually Payment 122234149 MCOMP Checks created manually 9 Check number from Acct number Bank Key 04309 04335 04306 04308 04312 04313 04314 04315 04316 04317 04318 04319 04320 04322 04323 04325 04326 04327 04328 04329 04330 04331 04332 04333 04334 04336 04337 04338 04339 04341 04310 04324 43290 04305 04307 04311 04340 04323 Bank

Total of all entries

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#### **INLAND EMPIRE UTITLIES AGENCY**

# PAYROLL FOR OCTOBER 2, 2015 PRESENTED AT BOARD MEETING ON DECEMBER 16, 2015

GROSS PAYROLL COSTS			\$1,112,282.02
DEDUCTIONS			(\$478,641.84)
NET PAYROLL			\$633,640.18
NET PAYROLL BREAKDOWN	CHECKS	eft	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	4	328	332
AMOUNT	\$0.00	\$633,640.18	\$633,640.18

#### **INLAND EMPIRE UTILITIES AGENCY**

#### RATIFICATION OF BOARD OF DIRECTORS

### PAYROLL FOR OCTOBER 2, 2015 PRESENTED AT BOARD MEETING ON DECEMBER 16, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL	
MICHAEL CAMACHO	\$3,576.00	\$1,164.09	
TERRY L, CATLIN	\$2,965.25	\$841.51	
STEVEN J. ELIE	\$3,190.25	\$641.45	18
JASMIN HALL	\$1,772.11	\$981.10	-Ef 1
GENE T. KOOPMAN	\$1,504.35	\$207.66	
TOTALS	\$13,007.96	\$3,835.81	

TOTAL EFTS PROCESSED	1
BEGINNNING CHECK NO.	105505
ENDING CHECK NO.	105508
TOTAL CHECKS PROCESSED	4

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#### IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-02-15	IEUA Board Workshop	Yes	\$225,00
09-03-15	Meeting with CVWD Board Member O. Gonzales to discuss mutual Agency Business	Yes	\$225.00
09-09-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
09-09-15	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Yes (same day)	\$-0-
09-16-15	IEUA Board Meeting	Yes	\$225,00
09-16-15	Mandatory AB1825 Harassment Training	Yes (same day)	\$-0-
09-17-15	Southern Coalition/Inland Caucus Meeting	Yes	\$225.00
9-30-15	Three Valleys MWDSenators Bob Huff & Connie Leyva discuss Water supplies	Yes	\$225.00
TOTAL REI (Up to 10 day MWD meetin	MBURSEMENT s of service per month per Ordinance gs)	No. 83, including	\$1,350.00
Total No. of M	Acctings Attended		8
Total No. of N		6	

## DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON MWD BOARD

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-21-15	MWD Committee Meetings	Yes	\$225.00
09-22-15	MWD Committee and Board Meetings	Yes	\$225.00
09-29-15	MWD Executive Committee Meetings	Yes	\$225.00
FOTAL REI Up to 10 days	MBURSEMENT s of service per month per Ordinance	No. 83)	\$675.00
Total No. of Meetings Attended		3	
Total No. of Meetings Paid			3.

DIRECTOR		
SIGNATURE		15.81
Approved by:	ATTE A	
**	Terry Catlin	
	President, Board of Directors	

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

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-03-15	Regional Policy Committee	(Cancelled)	-0-
			0
<u> </u>			
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<del></del>			

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

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

## IEUA DIRECTOR PAYSHEET

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

#### SEPTEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-15	Witness Testimony for the Shields Trial	Yes	\$225.00
09-02-15	IEUA Board Workshop	Yes	\$225.00
09-09-15	Audit Committee Meeting	Yes	\$225.00
09-09-15	Engineering, Operations & Biosolids Management Committee Meeting	Yes (same day)	\$-0-
09-09-15	Finance, Legal & Administration Committee (Alternate)	Yes (same day)	\$-0-
09-09-15	Montclair Oversight Meeting	Yes (decline pymt.)	\$-0-
09-16-15	IEUA Board Meeting	Yes	\$225.00
09-16-15	Mandatory AB1825 Harassment Training	Yes (same day)	\$-0-
09-24-15	Upland Oversight Meeting	Yes (decline pymt.)	\$-0-
09-25-15	CBWCD Luncheon Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00
Total No. of Meetings Attended			10
Total No. of N	Acetings Paid		5.

DIRECTOR SIGNATURE

Approved by:

neven J. Elic

Secretary/Treasurer, Board of Directors

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

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

#### SEPTEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-17-15	CBWM Advisory Cmte. Meeting	Yes (decline pymt.)	\$-0-
09-24-15	CBWM Board Meeting	Yes (decline pymt.)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 - difference between Watermaster			\$-0-
\$125.00 and D	District meetings \$225.00), includ	ing District meetings	
Total No. of Watermaster Meetings Attended		0	
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE

Approved by

Steven J. Elie

Secretary/Treasurer, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON REGIONAL POLICY COMMITTEE

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

#### SEPTEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-03-15	Regional Policy Committee Meeting	(Cancelled)	\$-0-

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

DIRECTOR SIGNATURE

Approved by:

Steven J. Elie

Secretary/Treasurer, Board of Directors

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON SAWPA COMMISSION

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

#### SEPTEMBER 2015

MEETING	ATTENDANCE	TOTAL COMPENSATION
SAWPA Commission Workshop	(Cancelled)	S-0-
SAWPA Commission Meeting	No	\$-0-
	<u> </u>	SAWPA Commission Workshop (Cancelled)

TOTAL REIMBURSEMENT  Up to 10 days of service per month per Ordinance No. 83,  Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015)	\$-0-
Total No. of SAWPA Meetings Attended	0
Total No. of SAWPA Meetings Paid	0

DIRECTOR SIGNATURE

Approved by:

Steven J. Elie Secretary/Treasurer, Board of Directors

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

# DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE ON CHINO DESALTER AUTHORITY

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

SEPTEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-03-15	CDA Board Meeting	(Cancelled)	\$-0-
Up to 10 days Section I (d)	IMBURSEMENT s of service per month per Ordin (i.c., \$75.00 – difference between meetings \$225.00) including Ag	en CDA (\$150.00	S-O-
Total No. of CDA Meetings Attended			0
Total No. of (	CDA Meetings Paid		0

D	IR	E	C	Τ	O.	R	
S	G	N	Δ	Т	ľ	p	R

Approved by:

Steven J. Elie Secretary/Treasurer, Board of Directors

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

#### IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE EMPLOYEE NO. 1175

ACCOUNT NO. 10200 110100 100000 501010

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-15	Dinner mtg. w/GM J. Grindstaff to discuss Agency business	Yes (staff)	\$-0-
09-02-15	IEUA Board Workshop	Yes	\$225.00
09-09-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225,00
09-09-15	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
09-16-15	IEUA Board Meeting	Yes	\$225.00
09-16-15	Mandatory AB1825 Harassment Training	Yes (same day)	\$-0-
09-17-15	Meeting with Councilman Elrod and Mr. Hettinga – Amer. Beef Packers – water rates	Yes	\$225.00
09-28-15	Meeting w/Supervisor Hagman re: Chino water issues	Yes	\$225.00
09-28-15	Meeting w/ Chino City Manager Matt Ballantyne	Yes (same day)	\$-0-
09-30-15	Three Valleys MWD -Senators Bob Huff & Connic Leyva discuss Water supplies	Yes	\$225.00
	MBURSEMENT s of service per month per Ordinance	No. 83)	\$1,125.00
Total No. of	Meetings Attended		10
Total No. of	Meetings Paid		6

DIRECTOR SIGNATURE	
Approved By:	33.30.1
	Terry Catlin President, Board of Directors

#### DIRECTOR PAYSHEET FOR IEUA ON WATERMASTER BOARD

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-15	CBWM 2 <sup>nd</sup> Quarterly Officers' Meeting	Yes	S-0-
09-22-15	Telecon Mtg. w/P. Kavounas and Paul Hofer – CBWM agenda	Yes	\$-0-
09-24-15	CBWM Board Meeting	Yes	\$-0-
09-30-15	Telecon w/CBWM General Manager P. Kavounas to discuss CBWM issues	Yes (same day)	\$-0-
			1

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 - difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	4
Total No. of Watermaster Meetings Paid	0

DIRECTOR SIGNATURE	were the contribute programs as the sequence of a factorise program of the sequence of the seq	*Decline IEUA porti
Approved by:		
	Terry Catlin President, Board of Directors	

# IEUA DIRECTOR PAYSHEET

JASMIN A. HALL EMPLOYEE NO. 1256

ACCOUNT NO. 10200 110100 100000 501010

SEL L DAVIBE			
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-02-15	IEUA Board Workshop	Yes	\$225.00
09-09-15	Audit Committee Meeting	Yes	\$225.00
09-09-15	Public, Leg, & Water Resources Committee Meeting (Alt)	Yes (same day)	\$-0-
09-09-15	E&O Committee Meeting (Alt)	Yes (same day)	\$-0-
09-09-15	Finance, Legal &Admin. Committee	Yes (same day)	\$-0-
09-16-15	IEUA Board Meeting	Yes	\$225,00
09-16-15	Mandatory AB 1825Harassment Training	Yes (same day)	\$-0-
09-16-15	Meeting w/Board Secretary/Office Manager A Woodruff	Yes (staff/same day)	\$-0-
09-21-15	Business Activity Update w/C Hays and J Sandoval	Yes	\$225.00
09-30-15	AABE Western Regional Conference (Panel Speaker)	Yes	\$225.00
	IMBURSEMENT //s of service per month per Ordinance	No. 83)	\$1,125.00
Total No. of	Meetings Attended		10
Total No. of	Meetings Paid		5
RECTOR			<u> </u>

SIGNATURE	-
Approved by:	y Catlin, President, Board of Directors

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

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-15	SAWPA Commission Workshop	(Cancelled)	\$-0-
09-03-15	SAWPA/OCSD Joint Board Meeting/Tour	Yes	\$36.60
09-15-15	SAWPA Commission Meeting	Yes	\$36.60
	MBURSEMENT of service per month per Ordinance No. 1	33,	\$36.60
Section 1 (d) And Agency	(i.e., \$36.60 – difference between SAWPA meetings \$225.00) including Agency meet	A (\$188.40 (2015) ings	
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

SIGNATURE	
Approved by:	
	Terry Catlin
	President, Board of Directors

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

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL, COMPENSATION
09-03-15	CDA Board Meeting	(Cancelled)	\$-0-
Up to 10 days Section 1 (d) ( And Agency n	MBURSEMENT of service per month per Ordina i.e., \$45.00 – difference between neetings \$195.00 excludes altern	n CDA (\$150.00	\$-0-
meetings	DA Meetings Attended		0
	DA Meetings Pald		0

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

## **IEUA DIRECTOR PAYSHEET**

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

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-16-15	Mandatory AB 1825 Harassment Training	Yes	\$225.00
	MBURSEMENT s of service per month per Ordinance	No. 83)	\$225.00
Total No. of M	Meetings Attended		1
Total No. of Meetings Paid			1

REPRESENTATIV SIGNATURE	13.28
Approved by:	
	Terry Catlin
	President, Board of Directors

# **INLAND EMPIRE UTITLIES AGENCY**

# PAYROLL FOR OCTOBER 16, 2015 PRESENTED AT BOARD MEETING ON DECEMBER 16, 2015

GROSS PAYROLL COSTS			\$1,137,051.18
DEDUCTIONS			(\$495,526.42)
NET PAYROLL			\$641,524.76
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	_		
TRANSACTION PROCESSED	0	328	328
AMOUNT	\$0.00	\$641,524.76	\$641,524.76

# **INLAND EMPIRE UTITLIES AGENCY**

# PAYROLL FOR OCTOBER 30, 2015 PRESENTED AT BOARD MEETING ON DECEMBER 16, 2015

GROSS PAYROLL COSTS			\$966,325.43
DEDUCTIONS			(\$343,740.69)
NET PAYROLL			\$622,584.74 ======
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	330	330
AMOUNT	\$0.00	\$622,584.74	\$622,584.74

Report For 10	: ZFIR_TREASURER Inland Empire Utilit /01/2015 ~ 10/31/2015 Treasurer Report	ies Agency	Page 1 Date 11/17/201
Check	Payee / Description		Amoun
ACH	AOUA DEN CORDODATION		
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E RP1-16,100 Lbs Polymer 750A	33666 33667	4,992.84 21,105.55
	AQUA BEN CORPORATION	\$	26,098.39
ACH	SANTA ANA WATERSHED		
	August 2015 Service	8719	134,105.93
	August 2015 Truck Discharge	8713	328.31
	SANTA ANA WATERSHED	*	
	SANIA ANA WAIERSHED	\$ 	134,434.24
ACH	UNIVAR USA INC		
	RP1-12,479 Lbs Sodium Bisulfite	LA162626	3,139.85
	UNIVAR USA INC	\$	3,139.85
		٣	
ACH	DEZURIK INC		
	5 Open/Closed Valves Freight Charges for Invoice RPI-61012781	RPI-61012781	15,022.80 154.34
		RF1-01012942	154.54
	DEZURIK INC	\$	15,177.14
ACH	PEST OPTIONS INC		
		248131	5,916.00
			ಚಚಚಕರ ಕರ್ಮಕರ
	PEST OPTIONS INC	\$	5,916.00
ACH	KAMBRIAN CORPORATION ISS-Windows Server 2012 Rmote Desktop Sv	7933	3,709.60
	KAMBRIAN CORPORATION	\$	3,709.60
			3,709.80
ACH	HEIDER ENG SERVICES		
	EN13042-8/27-8/28 Prof Svcs EN13040-8/27-8/28 Prof Svcs	HE1279 HE1278	357.50
	EN13043-8/24 Prof Svcs	HE1277	335.50 323.34
			明/表 3 年 海 3 5
	HEIDER ENG SERVICES	\$ 	1,016.34
ACH	SHELL ENERGY NORTH AMERICA LP		
	8/15 Gas Cmmdty-Core, 6/15 Adj	1100002880308	
	8/15 Gas Commodity-Non Core	2682744	28,694.70
	SHELL ENERGY NORTH AM	MERICA LP \$	29,537.42
ACH	IEUA GENERAL EMPLOYEES ASSOCIA		
1011	P/R 20 10/2/15 Employee Ded	HR 0036700	1,106.60
	This orders and over	10 3 C C C C T T T	3 TO 8 8 E E F F
	IEUA GENERAL EMPLOYE	S ASSOCIAŞ	1,106.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 20 10/2/15 Employee Ded	HR 0036700	380.00
	IEUA PROFESSIONAL EMI	PER PREYOUT	380.00
		LOTHE ADA	300.00
ACH	DISCOVERY BENEFITS INC		
	P/R 20 10/2 Cafeteria Plan	HR 0036700	2,793.33

Gl l-				11/17/201
Cneck	Payee / Description			Amount
	DISCOVERY BENEFITS I	NC \$		2,793.33
ACH	AQUA BEN CORPORATION			
	DAFT-2,300 Lbs Polymer 748E RP1-16,100 Lbs Polymer 750A	33707		2,496.42
	REL 10,100 HDS FOLYMET 750A	33708		21,105.55
	AQUA BEN CORPORATION	\$	i .	23,601.97
ACH	HASCO OIL COMPANY, INC.			
	RP5Mnt-Mobil SHC 630	0195735-IN		3,795.32
	HASCO OIL COMPANY, I	NC. \$	3	3,795.32
ACH	LASER LINE			
	ISS-Svc HP 3800, Transfer Belt, Toner Lift Inv-Toner Cartridges			475.84
	inv-Toner Cartridges	28234	30 A	906.02
	LASER LINE	<u> </u>	 	1,381.86
ACH	GOV CONNECTION INC			
	IS16015-LED Monitors	53011338	120	5,314.00
	GOV CONNECTION INC	\$	1350	5,314.00
ACH	GK & ASSOCIATES INC			
	46-1141-8/15 Prof Svcs	15-233		13,440.00
	46-1141-8/15 Prof Svcs 46-1141-8/15 Prof Svcs	15-230 15-234		20,496.00 11,568.00
	GK & ASSOCIATES INC	<del></del>		45,504.00
ACH	KAMBRIAN CORPORATION IS16015-Thin Clients	0054		
	ISS-Annl Wndws 2012 Srvr Lic, Clnt Accss	8054 8113		5,711.04 27,604.80
	KAMBRIAN CORPORATION	\$		33,315.84
ACH	SHELL ENERGY NORTH AMERICA LP RP2/RP5-8/1-8/31 16400 El Prado Rd 5/1-5	0014 0/15		
	RP1-8/1-8/31 2450 Phila St 5/1-5/31 Adj	2044 8/15		170.82 99.591.51
	CCWRP/TP/RWPS-8/1-8/31 14950 Tlphn Ave 5	2046 8/15		35.585.14
	SHELL ENERGY NORTH A	MERICA LP \$		35,347.47
ACH	SOLAR STAR CALIFORNIA V LLC			
	8/15 Solar Energy	IEUA0082		68,991.54
	SOLAR STAR CALIFORNI	A V LLC \$		68,991.54
ACH	RP1 FUEL CELL LLC			
- : <del></del>	RP1FuelCell-7/31-8/28 2450 Phila	IEUA_15-08		36,042.52
	RP1 FUEL CELL LLC	\$		36,042.52
ACH	ICMA RETIREMENT TRUST 457		<u> </u>	
	P/R 21 10/16/15 Deferred Comp Ded	HR 0037	200	12,361.28
	ICMA RETIREMENT TRUS	m 1== A	- (5)	12,361.28

	/01/2015 ~ 10/31/2015 Treasurer Report			/17/2015
Check	Payee / Description			Amount
ACH	LINCOLN NATIONAL LIFE INS CO			
	P/R 21 10/16/15 Deferred Comp Ded	HR 0037200	22	,691.58
	LINCOLN NATIONAL LIFT	E INS CO \$	22	,691.58
ACH	ICMA RETIREMENT TRUST 401 P/R 21 10/16/15 Exec Deferred Comp Ded	Y:0 002.000		050
			7 (5) 5 9	,853.75
	ICMA RETIREMENT TRUST	r 401 \$	9	,853.75
ACH	AQUA BEN CORPORATION			
	RP1-13,800 Lbs Polymer 750A RP2-18,400 Lbs Polymer 748E	33724 33740		,090.48 ,971.36
		33740	2011 2 1 1 1 2 1 1 2 1 1 2 1 1 2 1 1 1 1	, 911.30
	AQUA BEN CORPORATION	\$	38	,061.84
ACH	CIHIGOYENETCHE GROSSBERG & CLO			
	8/15 General Legal	50154		,564.00
	8/15 IEUA vs Starlite Reclamation 8/15 RCA Legal	50159 50155	1	,197.00 600.00
	8/15 IEUA vs Martin	50155		300.00
	8/15 IEUA vs RP1 Ontario Airport Plume	50157		50.00
	8/15 Watermaster	50160		,601.00
	8/15 PS vs IEUA	50158	9	,293.00
	CIHIGOYENETCHE GROSSI	BERG & CLO\$	48	,605.00
ACH	NAPA GENUINE PARTS COMPANY			
	Battery Cleaner, Tire Val, Brakleen, Window	715138		204.36
	NAPA GENUINE PARTS CO	MPANY \$	10 V 10 10 10 10 10 10 10 10 10 10 10 10 10	204.36
ACH	UNIVAR USA INC			
		LA166602		,264.52
	RP1-12,735 Lbs Sodium Bisulfite	LA166090		,204.30
	UNIVAR USA INC	\$		,468.82
ACH		т		, 100.02
ACH	CHINO BASIN DESALTER AUTHORITY CDA-Pilot Testing-Biological Trmnt Prcss	168	דכ	752 06
	CDA-Pilot Testing-Biological Trmnt Prcss	160		,753.86 ,183.64
	CDA-Pilot Testing-Biological Trmnt Prcss	159		,967.89
	CHINO BASIN DESALTER	AUTHORITY\$		,905.39
ACH	RP1 FUEL CELL LLC			
	RP1FuelCell-2/27-3/27 Adj 2450 Phila	IEUA_15-03A	21	,123.62
	RP1 FUEL CELL LLC	\$	21	,123.62
A CU	TELLA CENTERAL EMPLOYEES ASSOCIA			
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 21 10/16/15 Employee Ded	HR 0037200	) 1	.106.60
ACH	P/R 21 10/16/15 Employee Ded	HR 0037200		,106.60
ACH				,106.60
ACH ACH	P/R 21 10/16/15 Employee Ded		1	

Check	Payee / Description				Amount
	IEUA PROFESSIONAL I	EMPLOYE	ES AS\$		380.00
ACH	DISCOVERY BENEFITS INC P/R 21 10/16/15 Cafeteria Plan P/R DIR 010 10/9 Cafeteria Plan	HR HR			2,793.14 80.00
	DISCOVERY BENEFITS	INC	\$	- 1921 -	2,873.14
ACH	DISCOVERY BENEFITS INC P/R 19 & P/R 20 Admin Fees	00005	579898-IN	52 NEX 5	156.75
	DISCOVERY BENEFITS	INC	\$		156.75
ACH	AQUA BEN CORPORATION DAFT-6,900 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A		7		7,489.26 18,090.48
	AQUA BEN CORPORATIO	NC.	\$	2	25,579.74
ACH	HASCO OIL COMPANY, INC. RP5-Mobil SHC 630, Mobil Grease XHP 222	01960	003-IN		8,296.88
	HASCO OIL COMPANY,	INC.	\$		8,296.88
ACH	NAPA GENUINE PARTS COMPANY 2 Air Filters Lubriplate Motor, Dielectsilicone Comp, 3 2 Batteries, 2 Core Charges, 3 Testers NAPA GENUINE PARTS	17052	24 27		134.56 64.71 335.59  534.86
ACH	UNIVAR USA INC		<b>Y</b>		
11011	RP1-11,284 Lbs Sodium Bisulfite	LA168	3862	aa.	2,839.16
	UNIVAR USA INC		\$		2,839.16
ACH	AGRICULTURAL RESOURCES 11/15 Wtr Quality Consult	11/15	WTR QLT	9878 .	6,000.00
	AGRICULTURAL RESOUR	RCES	\$		6,000.00
ACH	INLAND EMPIRE REGIONAL 9/15 Biosolids	90016	5902	23	34,482.58
	INLAND EMPIRE REGIO	DNAL	\$	23	34,482.58
ACH	PUBLIC FINANCIAL MANAGEMENT IN 6/17-9/15 General Financial Advisory Se	er 1462:	3	]	10,192.50
	PUBLIC FINANCIAL MA	ANAGEMEI	NT IN\$	127.25	L0,192.50
ACH	ICMA RETIREMENT TRUST 457 P/R 22 10/30 Deferred Comp Ded	HR	0037300	-	12,324.85
	ICMA RETIREMENT TRO	UST 457	\$		12,324.85
ACH	LINCOLN NATIONAL LIFE INS CO P/R 22 10/30 Deferred Comp Ded	HR	0037300	2	22,500.71

ACH I	Payee / Description  ICMA RETIREMENT TRUS P/R 22 10/30 Exec De	LINCOLN NATIONAL LIF		O \$		Amount 22,500.71
	ICMA RETIREMENT TRUS P/R 22 10/30 Exec De	ST 401 eferred Comp		o \$		22,500.71
	P/R 22 10/30 Exec De	eferred Comp	IID.			
<u></u>	T. SIMMIT. AGASTES	ICMA RETIREMENT TRUS	HK (	0037300	72° _	9,387.72
	ESTRADA .TIMMIE .T		Г 401	\$		9,387.72
	Reim Monthly Health	Prem	HEALTH	PREM		469.02
		ESTRADA, JIMMIE J		\$		469.02
	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH	PREM	-21.2	173.51
		LICHTI, ALICE		\$		173.51
	MORASSE, EDNA Reim Monthly Health	Prem	HEALTH	PREM		173.51
		MORASSE, EDNA		\$		173.51
	NOWAK, THEO T Reim Monthly Health	Prem	HEALTH	PREM		469.02
		NOWAK, THEO T		\$		469.02
	SONNENBURG, ILSE Reim Monthly Health	Prem	HEALTH	PREM		173.51
		SONNENBURG, ILSE		\$	,200°	173.51
	OYKSTRA, BETTY Reim Monthly Health	Prem	HEALTH	PREM		173.51
		DYKSTRA, BETTY		\$		173.51
	CORRES, ROBERT G Reim Monthly Health	Prem	HEALTH	PREM	33 5	469.02
		TORRES, ROBERT G		\$		469.02
	MUELLER, CAROLYN Reim Monthly Health	Prem	HEALTH	PREM	E0 8	173.51
		MUELLER, CAROLYN		\$		173.51
	GRIFFIN, GEORGE Reim Monthly Health	Prem	HEALTH	PREM		173.51
		GRIFFIN, GEORGE		\$		173.51
	CANADA, ANGELA Reim Monthly Health	Prem	HEALTH	PREM		173.51
		CANADA, ANGELA		\$	2. 5	173.51
	CUPERSMITH, LEIZAR Reim Monthly Health	Prem	HEALTH	PREM		173.51

For 10	/01/2015 ~ 10/31/201	Inland Empire Utilit 5 Treasurer Report	ies Age	ncy		6 11/17/201
Check	Payee / Description					Amoun
		CUPERSMITH, LEIZAR		\$		173.51
ACH	DELGADO-ORAMAS JR, Reim Monthly Health	JOSE Prem	HEALTH	PREM		295.51
		DELGADO-ORAMAS JR, J	OSE	\$		295.51
ACH	GRANGER, BRANDON Reim Monthly Health	Prem	HEALTH	PREM	1851	195.24
		GRANGER, BRANDON		\$		195.24
ACH	GADDY, CHARLES L Reim Monthly Health	Prem	HEALTH	PREM	2021	195.24
4,-		GADDY, CHARLES L		\$		195.24
ACH	BAKER, CHRIS Reim Monthly Health	Prem	HEALTH	PREM		73.24
		BAKER, CHRIS		\$		73.24
ACH	WEBB, DANNY C Reim Monthly Health	Prem	HEALTH	PREM		122.00
		WEBB, DANNY C		\$	3 /\$	122.00
ACH	HUMPHREYS, DEBORAH I Reim Monthly Health		HEALTH	PREM		260.59
	:	HUMPHREYS, DEBORAH E		\$	2 9	260.59
ACH	MOUAT, FREDERICK W Reim Monthly Health		HEALTH	PREM		147.76
		MOUAT, FREDERICK W		\$		147.76
ACH	MORGAN, GARTH W Reim Monthly Health	Prem	HEALTH	PREM	= :=:	122.00
		MORGAN, GARTH W		\$		122.00
ACH	ALLINGHAM, JACK Reim Monthly Health	Prem	HEALTH	PREM		25.76
		ALLINGHAM, JACK		\$		25.76
ACH	MAZUR, JOHN Reim Monthly Health	Prem	HEALTH	PREM		437.66
		MAZUR, JOHN		\$		437.66
ACH	RUDDER, LARRY Reim Monthly Health	Prem	HEALTH	PREM		25.76
		RUDDER, LARRY		\$		25.76

For 10	: ZFIR_TREASURER /01/2015 ~ 10/31/201	Inland Empire Utilit 5 Treasurer Report	ies Age	ncy		7 11/17/2019
Check	Payee / Description					Amount
	Reim Monthly Health	Prem	HEALTH	PREM		122.00
		INTERLICCHIA, RANDY		\$		122.00
ACH	HAMILTON, MARIA Reim Monthly Health	Prem	HEALTH	PREM		122.00
		HAMILTON, MARIA		\$	0.00	122.00
ACH	PICENO, TONY Reim Monthly Health	Prem	HEALTH	PREM	1 642	173.51
		PICENO, TONY		\$		173.51
ACH	RAMOS, CAROL Reim Monthly Health	Prem	HEALTH	PREM		25.76
		RAMOS, CAROL		\$		25.76
ACH	FISHER, JAY Reim Monthly Health	Prem	HEALTH	PREM		122.00
		FISHER, JAY		\$		122.00
ACH	KING, PATRICK Reim Monthly Health	Prem	HEALTH	PREM		25.76
<u> </u>		KING, PATRICK		\$	54 554	25.76
ACH	DIETZ, JUDY Reim Monthly Health	Prem	HEALTH	PREM		122.00
		DIETZ, JUDY		\$	- 30	122.00
ACH	DAVIS, GEORGE Reim Monthly Health	Prem	HEALTH	PREM		195.24
		DAVIS, GEORGE		\$	8 (50	195.24
ACH	MONZAVI, TAGHI Reim Monthly Health	Prem	HEALTH	PREM	- 120	25.76
		MONZAVI, TAGHI		\$		25.76
ACH	PETERSEN, KENNETH Reim Monthly Health	Prem	HEALTH	PREM		173.51
		PETERSEN, KENNETH		\$		173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health	Prem	HEALTH	PREM	5 890	173.51
		TRAUTERMAN, HELEN		\$		173.51
ACH	TIEGS, KATHLEEN Reim Monthly Health	Prem	HEALTH	PREM		1,042.36
		TIEGS, KATHLEEN		\$	ā -	1,042.36

For 10	: ZFIR_TREASURER /01/2015 ~ 10/31/201	Inland Empire Utilit 5 Treasurer Report	ies Age	ncy		8 11/17/2015	
Check	Payee / Description					Amount	
ACH	DIGGS, GEORGE Reim Monthly Health	Prem	HEALTH	PREM		753.31	
		DIGGS, GEORGE		\$	(#2) = S	753.31	
ACH	HAYES, KENNETH	_		-			
	Reim Monthly Health	Prem	HEALTH	PREM	315.5	816.90	
- <u></u> -		HAYES, KENNETH		\$		816.90	
ACH	HUNTON, STEVE Reim Monthly Health	Prem	HEALTH	PREM		195.24	
		HUNTON, STEVE		Ş		195.24	
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem	HEALTH	PREM		147.76	
		RODRIGUEZ, LOUIS		\$		147.76	
ACH	VARBEL, VAN Reim Monthly Health	Prem	HÉALTH	· · · · · · · · · · · · · · · · · · ·		521.18	
		VARBEL, VAN		\$	- 30 8	521.18	
ACH	CITEMON NETI	VARIDBE, VAIV		<del></del>		521.10	
АСП	CLIFTON, NEIL Reim Monthly Health	Prem	HEALTH	PREM	8 - 8	399.18	
		CLIFTON, NEIL		\$		399.18	
ACH	DELGADO, FRANCOIS Reim Monthly Health	Prem	HEALTH	PREM		122.00	
		DELGADO, FRANCOIS		\$		122.00	
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH	PREM		521.18	
		WELLMAN, JOHN THOMAS		\$	5 85 7	521.18	
ACH	SPEARS, SUSAN			۳ 		321,10	
ACII	Reim Monthly Health	Prem	HEALTH	PREM		25.76	
		SPEARS, SUSAN		\$		25.76	
ACH	TROXEL, WYATT						
	Reim Monthly Health	Prem	HEALTH	PREM		173.51	
		TROXEL, WYATT		\$		173.51	
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem	HEALTH	PREM		437.66	
		CORLEY, WILLIAM		\$	e (e) =	437.66	
ACH	CALLAHAN, CHARLES Reim Monthly Health	Prem	HEALTH	PREM		339.39	
		CALLAHAN, CHARLES		\$	$\star:=:\star$	339.39	

Report For 10	: ZFIR_TREASURER //01/2015 ~ 10/31/201	Inland Empire Utilit 5 Treasurer Report	ies Age	ncy	Page 9 Date 11/17/2015
Check	Payee / Description				Amount
ACH	LESNIAKOWSKI, NORBE Reim Monthly Health		HEALTH	PREM	268.47
		LESNIAKOWSKI, NORBEF	RT	\$	268.47
ACH	VER STEEG, ALLEN J Reim Monthly Health	Prem	HEALTH	PREM	289.90
		VER STEEG, ALLEN J		\$	289.90
ACH	HACKNEY, GARY Reim Monthly Health	Prem	HEALTH	PREM	408.35
		HACKNEY, GARY		\$	408.35
ACH	CAREL, LARRY Reim Monthly Health	Prem	HEALTH		73.24
		CAREL, LARRY		\$	73.24
ACH	TOL, HAROLD Reim Monthly Health	Prem	HEALTH	PREM	315.66
		TOL, HAROLD		\$	315.66
ACH	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH	PREM	457.80
		BANKSTON, GARY		\$	457.80
ACH	ATWATER, RICHARD Reim Monthly Health	Prem	HEALTH	PREM	122.00
		ATWATER, RICHARD		\$	122.00
ACH	FIESTA, PATRICIA Reim Monthly Health	Prem	неалтн	PREM	437.66
		FIESTA, PATRICIA		\$	437.66
ACH	DIGGS, JANET Reim Monthly Health	Prem	HEALTH	PREM	875.31
		DIGGS, JANET		\$	875.31
ACH	CARAZA, TERESA Reim Monthly Health	Prem	HEALTH	PREM	138.59
		CARAZA, TERESA		\$	138.59
ACH	ANDERSON, JOHN Reim Monthly Health	Prem	HEALTH	PREM	469.02
		ANDERSON, JOHN		\$	469.02
ACH	SANTA CRUZ, JACQUELY Reim Monthly Health		HEALTH	PREM	753.74

For 10	/01/2015 ~ 10/31/201	Inland Empire Utilit 5 Treasurer Report			Page 1 Date 11/1	L0 L7/201:
Check	Payee / Description					Amoun
		SANTA CRUZ, JACQUELY	N	\$	7	53.74
ACH	HECK, ROSELYN Reim Monthly Health		HEALTH	PREM	(g) H = (g)	25.76
		HECK, ROSELYN		\$		25.76
ACH	SOPICKI, LEO Reim Monthly Health	Prem	HEALTH	PREM	2	95.51
		SOPICKI, LEO		\$	2	95.51
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health		HEALTH	PREM	3	99.18
		HERNANDEZ, BENJAMIN		\$	3	99.18
ACH	GOSE, ROSEMARY Reim Monthly Health	Prem	HEALTH	PREM	1	.22.00
		GOSE, ROSEMARY		\$	1	22.00
ACH	KEHL, BARRETT Reim Monthly Health	Prem	HEALTH	PREM	1	22.00
		KEHL, BARRETT		\$	1	22.00
ACH	RITCHIE, JANN Reim Monthly Health	Prem	HEALTH	PREM	1	22.00
		RITCHIE, JANN		\$	1	22.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem	HEALTH	PREM	3	99.18
		LONG, ROCKWELL DEE		\$	3	 99.18
ACH	FATTAHI, MIR Reim Monthly Health	Prem	HEALTH	PREM	1	22.00
		FATTAHI, MIR		\$	1	22.00
ACH	VERGARA, FLORENTINO Reim Monthly Health	Prem	HEALTH	PREM	2	95.51
		VERGARA, FLORENTINO		\$	2	95.51
ACH	WARMAN, RALPH Reim Monthly Health	Prem	HEALTH	PREM	1	73.51
		WARMAN, RALPH		\$	1	73.51
ACH	ROGERS, SHIRLEY Reim Monthly Health	Prem	HEALTH	PREM	1	73.51
	*:	ROGERS, SHIRLEY		\$	1	 73.51
ACH	WALL, DAVID Reim Monthly Health	Prem	HEALTH		2	60.59

For 10	/01/2015 ~ 10/31/201	5 Treasurer Report			Date	11/17/201
Check	Payee / Description					Amoun
		WALL, DAVID		\$		260.59
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem	HEALTH	PREM		147.76
		CHUNG, MICHAEL		\$	- ' -	147.76
ACH	ADAMS, PAMELA Reim Monthly Health	Prem	HEALTH	PREM		173.51
		ADAMS, PAMELA		\$		173.51
ACH	BLASINGAME, MARY Reim Monthly Health	Prem	HEALTH	PREM		920.36
		BLASINGAME, MARY		\$		920.36
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem	HEALTH	PREM		25.76
		ANDERSON, KENNETH		\$		25.76
ACH	MOE, JAMES Reim Monthly Health	Prem	HEALTH	PREM	10 1923	286.35
		MOE, JAMES		\$		286.35
ACH	POLACEK, KEVIN Reim Monthly Health	Prem	HEALTH	PREM	=	677.54
		POLACEK, KEVIN		\$	- 4	677.54
ACH	ELROD, SONDRA Reim Monthly Health	Prem	HEALTH	PREM	5 121	260.59
		ELROD, SONDRA		\$		260.59
ACH	FRAZIER, JACK Reim Monthly Health	Prem	HEALTH	PREM		167.90
<u> </u>		FRAZIER, JACK		\$		167.90
ACH	HOAK, JAMES Reim Monthly Health	Prem	HEALTH	PREM		122.00
		HOAK, JAMES		\$		122.00
ACH	DEZHAM, PARIVASH Reim Monthly Health	Prem	HEALTH	PREM		167.90
		DEZHAM, PARIVASH		\$	3 55	167.90
ACH	FOLEY III, DANIEL J. Reim Monthly Health		HEALTH	PREM	2	138.59
		FOLEY III, DANIEL J.		\$		138.59

For 10	: ZFIR_TREASURER //01/2015 ~ 10/31/201	5 Treasurer Report		Page 12 Date 11/17/201
Check	Payee / Description			Amoun
	Reim Monthly Health	Prem	HEALTH PREM	122.00
		CLEVELAND, JAMES	\$	122.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem	HEALTH PREM	806.79
		LANGNER, CAMERON	\$	806.79
ACH	HAMILTON, LEANNE Reim Monthly Health	Prem	HEALTH PREM	138,59
		HAMILTON, LEANNE	\$	138.59
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem	HEALTH PREM	122.00
		HOOSHMAND, RAY	\$	122.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health	Prem	HEALTH PREM	122.00
		SCHLAPKOHL, JACK	\$	122.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH PREM	167.90
		POOLE, PHILLIP	\$	167.90
ACH	ADAMS, BARBARA Reim Monthly Health	Prem	HEALTH PREM	195.24
		ADAMS, BARBARA	\$	195.24
ACH	RUESCH, GENECE Reim Monthly Health	Prem	HEALTH PREM	442.70
		RUESCH, GENECE	\$	442.70
ACH	VANDERPOOL, LARRY Reim Monthly Health	Prem	HEALTH PREM	457.80
		VANDERPOOL, LARRY	\$	457.80
ACH	DECOITE, JOANN Reim Monthly Health	Prem	HEALTH PREM	122.00
		DECOITE, JOANN	\$	122.00
ACH	AMBROSE, JEFFREY Reim Monthly Health	Prem	HEALTH PREM	521.18
		AMBROSE, JEFFREY	\$	521.18
ACH	MERRILL, DIANE Reim Monthly Health	Prem	HEALTH PREM	260.59
		MERRILL, DIANE	\$	260.59

	/01/2015 ~ 10/31/2015	riedswier keport			Date 1	1/17/201
Check	Payee / Description					Amour
ACH	HOUSER, ROD					
	Reim Monthly Health	Prem	HEALTH	PREM		656.63
·.		HOUSER, ROD		\$		656.63
ACH	RUSSO, VICKI					
	Reim Monthly Health	Prem	HEALTH	PREM		138.59
		RUSSO, VICKI		\$	7 7 3 .7	138.59
ACH	HUSS, KERRY					
	Reim Monthly Health	Prem	HEALTH	PREM		242.82
					- 8 8	7
		HUSS, KERRY		\$		242.82
ACH	BINGHAM, GREGG					
	Reim Monthly Health I	Prem	HEALTH	PREM		555.54
		BINGHAM, GREGG		\$	JE 5 5	555.54
ACH	CHARLES, DAVID					
	Reim Monthly Health I	Prem	HEALTH	PREM		122.00
	(	CHARLES, DAVID		\$	15. 5.5	122.00
ACH				<del></del>		122.00
ACI	AQUA BEN CORPORATION DAFT-2,300 Lbs Polyme	27 748R	33774			<b>0</b> 405 40
	RP1-13,800 Lbs Polyme	er 750A	33775			2,496.42 8,090.48
		QUA BEN CORPORATION		\$		0,586.90
ACH	LASER LINE					
	CAP-Svc F-DC 535		28203			109.95
	<del>,</del>	3000 A Three			=	
		ASER LINE		\$		109.95
ACH	PEST OPTIONS INC	1				
	September 2015 Weed A	batement Services	249317		(2.0)21	2,920.48
	P	EST OPTIONS INC		\$	2	2,920.48
ACH	GK & ASSOCIATES INC					
	46-1141-9/15 Prof Svc	s	15-246		14	4,352.00
	46-1141-9/15 Prof Svc	S	15-244			3,440.00
	46-1141-9/15 Prof Svc		15-243			1,228.00
	46-1141-9/15 Prof Svc	S	15-242		22	2,080.00
	46-1141-9/15 Prof Svc 46-1141-9/15 Prof Svc	S	15-241			0,496.00
	46-1141-9/15 Prof Svc	S	15-245			7,680.00
	40-1141-3\12 bIOI PAG	S	15-247		13	3,456.00
	G	K & ASSOCIATES INC		\$	112	2,732.00
ACH	DANRAE, INC					
	EN13016-9/2015 Profes	sional Services	140987		-	3,062.50
	EN15052-9/2015 Profes	sional Services	140986			3,937.50
	EN12020-9/2015 Profes	sional Services	140988			L,050.00
					5 FE -	
	$\mathbf{D}$	ANRAE, INC		\$	8	3,050.00

Report: ZFIR_TREASURER Inland Empire Utilities Agency	Page 14
For 10/01/2015 ~ 10/31/2015 Treasurer Report	Date 11/17/2015
Check Payee / Description	Amount

Grand Total Payment Amount: \$ 1,334,809.39

For 10	: ZFIR_TREASURER /01/2015 ~ 10/31/201	Inland Empire Utili Treasurer Report	.tles A	gency	Page Date	11/17/201
Check	Payee / Description					Amoun
Wire	EMPLOYMENT DEVELOPMI	ZNT DEPÄRTM				
	P/R 20 10/2 Taxes P/R 20 10/2 Taxes		HR HR	0036700 0036700	Page Sa	43,996.14 8,352.96
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		52,349.10
Wire	INTERNAL REVENUE SER P/R 20 10/2 Taxes	RVICE	HR	0036700	2	267,772.08
		INTERNAL REVENUE SE	RVICE	\$	2	267,772.08
Wire	BANK OF AMERICA NT&S P/R 20 10/2/15 EFT I		1002	15		33,640.18
		BANK OF AMERICA NT&	SA	\$	- 6	33,640.18
Wire	EMPLOYMENT DEVELOPME	ENT DEPARTM				
	P/R 21 10/16/15 Taxe P/R 21 10/16/15 Taxe	es	HR HR	0037200 0037200		8,232.96 44,996.52
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$	- 8	53,229.48
Wire	INTERNAL REVENUE SER P/R 21 10/16/15 Taxe	VICE s	HR	0037200	2	72,897.10
		INTERNAL REVENUE SE	RVICE	\$	2	72,897.10
Wire	EMPLOYMENT DEVELOPME P/R DIR 010 10/9 Tax	NT DEPARTM	HR	0037100		336.48
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$	3 (4)	336.48
Wire	INTERNAL REVENUE SER P/R DIR 010 10/9 Tax		HR	0037100		1,928.42
		INTERNAL REVENUE SE	RVICE	\$	- 1930	1,928.42
Vire	BANK OF AMERICA NT&S P/R 21 10/16/15 EFT		1006:	15		981.10
		BANK OF AMERICA NT&	SA	\$	គ គារ	981.10
Vire	BANK OF AMERICA NT&S P/R 21 10/16/15 EFT		10161		6	41,524.76
		BANK OF AMERICA NT&S	SA	\$	6	41,524.76
Vire	BANK OF AMERICA NT&S P/R 22 10/30/15 EFT		1030	L5		22,584.74
		BANK OF AMERICA NT&S	SA	\$	ङ ⊼्र 6	22,584.74
Vire	PUBLIC EMPLOYEE'S RE P/R 20 10/2 Deferred	TIREMENT S Comp Ded	HR	0036700		14,292.89
		PUBLIC EMPLOYEE'S RE	ETIREME	ENT S\$		14,292.89
/ire	PUBLIC EMPLOYEES' RE	TTPRMENT : C.				

For 10	:: ZFIR_TREASURER Inland Empire U 0/01/2015 ~ 10/31/2015 Treasurer Rep	ort	agency	Page 2 Date 11/17/201
Check	Payee / Description			Amoun
	10/15 Health Ins-Retirees, Board, Emp.	loyee 1844	10/15	216,916.10
	PUBLIC EMPLOYEE	s' RETIRE	MENT S\$	216,916.10
Wire	STATE DISBURSEMENT UNIT P/R 20 10/2	HR	0036700	1,026.91
	STATE DISBURSEM	ENT UNIT	\$	1,026.91
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 20 10/2 PERS Adjustment P/R 20 10/2 PERS	P/R HR	20 10/2 A 0036700	40.87 242,331.13
	PUBLIC EMPLOYEES	RETIREME	ENT SY\$	242,290.26
Wire	STATE BOARD OF EQUALIZATION 9/15 Sales Tax Deposit	2378	34561 9/15	8,006.00
	STATE BOARD OF E	EQUALIZATI	ON \$	8,006.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 21 10/16/15 Deferred Comp Ded	HR	0037200	23,525.30
	PUBLIC EMPLOYEE	S RETIREM	ENT S\$	23,525.30
Wire	STATE DISBURSEMENT UNIT P/R 21 10/16/15	HR	0037200	1,135.25
	STATE DISBURSEME	NT UNIT	\$	1,135.25
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 21 10/16/15 Emp/Empr Manual Adj P/R 21 10/16/15 PERS	P/R HR	21 10/16 0037200	241,011.85
	PUBLIC EMPLOYEES	RETIREME	NT SYS	240,950.47
Wire	METROPOLITAN WATER DISTRICT August 2015 Water Purchase	8446		2,216,036.59
	METROPOLITAN WAT	ER DISTRI	CT \$	2,216,036.59
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 22 10/30 Deferred Comp Ded	НR	0037300	12,436.80
	PUBLIC EMPLOYEE:	S RETIREM	ENT S\$	12,436.80
Vire	CHAPMAN AND CUTLER LLP 08B Reim Agreement & LOC Extension L	egal 1678	761	5,500.00
	CHAPMAN AND CUTL	ER LLP	\$	5,500.00
Vire	UNION BANK OF CALIFORNIA 08B LOC Agreement Amendment Fee	3793	163927 10	1,200.00
	UNION BANK OF CA	T T D O D N T A	\$	1,200.00

CONSENT CALENDAR ITEM

**2C** 



Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Finance, Legal and Administration Committee (12/9/15)

From:

P. Joseph Grindstaff

General Manager

Submitted by:

Christina Valencia

Chief Financial Officer/Assistant General Manager

Warren T. Green

Manager of Contracts and Facilities Services

Subject:

Courier Services Contract Award

#### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the award of a five-year competitively-let contract with PacTrack of Fullerton, CA, through December 31, 2020, for Agency-wide courier and laboratory sample delivery services; and
- 2. Authorize the Manager of Contracts and Facilities Services to execute the contract.

#### **BACKGROUND**

The Agency's current competitively-let contract with Valley Couriers for Agency-wide courier and laboratory sample delivery services is due to expire on December 31, 2015. Staff solicited proposals utilizing the Network system. Solicitations were sent to 16 registered contractors. Proposals were solicited for a five-year contract. Six contractors viewed the solicitation document; however, only one contractor, PacTrack, submitted a proposal. The incumbent contractor, Valley Couriers, did not submit a proposal as a result of an administrative oversight within their organization.

PacTrack proposed a rate of \$1.19 per mile for the daily courier service, \$1.15 per mile for the daily laboratory sample delivery service, and \$1.75 per mile for special deliveries; e.g. Board packages, etc. PacTrack's estimated annual costs for the daily mail run and laboratory sample

Courier Services Contract December 16, 2015 Page 2

delivery service are approximately 11 percent below the incumbent's costs. PacTrack's special delivery rates are approximately 15 percent higher than the incumbent's rates. PacTrack's five-year contract includes firm-fixed rates for the first two years and three consecutive one-year rate adjustments equal to the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Anaheim-Riverside, California area, up to five percent and not less than zero.

As with most product and service contracts, the proposed contract affords the Agency the right to terminate the contract at any time for convenience or cause.

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

#### PRIOR BOARD ACTION

On November 17, 2010, the Board approved a five-year competitively-let contract with Valley Couriers, Inc.

#### **IMPACT ON BUDGET**

The annual costs of courier service and laboratory sample delivery service of approximately \$54,000 are budgeted in Fiscal Years 2015/16 and 2016/17 in the Administrative Services (GG) fund for courier service and Regional Wastewater Operations & Maintenance (RO) fund for laboratory sample delivery service.



# FOR AGENCY WIDE COURIER SERVICE AND LABORATORY SAMPLE DELIVERY SERVICE

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and Pacific Couriers dba PacTrack of Fullerton, California (hereinafter referred to as "Contractor"), for Agency Wide Courier Service and Laboratory Sample Delivery Service.

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

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

Project Manager:

Rosemary Alvarado

Address:

6075 Kimball Avenue

Chino, CA 91708

Telephone:

(909) 993-1681

Email:

ralvarado@ieua.org

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

Project Manager:

Nageil Hazu

**Director of Business Development** 

Address:

1706 W. Orangethorpe Avenue

Fullerton, CA 92833

Telephone:

(714) 278-6100

Facsimile:

(714) 278-6105

Email:

nshazu@pacificcouriers.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and

Conditions, or addenda attached, then the governing order of precedence shall be as follows:

- 1. Amendments to Contract Number 4600002016
- 2. Contract Number 4600002016 General Terms and Conditions.
- Request for Proposal No. RFP-RA-15-078.
- Contractor's Proposal, dated October 22, 2015.
- 4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall be in accordance with Agency's Request for Proposal No. RFP-RA-15-078, and Contractor's Proposal dated October 22, 2015 which are all incorporated herein and made a part hereof by this reference. Work shall be for Agency wide courier service and Laboratory delivery service to include responsibilities as specified in the Agency's RFP in Section 3 Technical Specifications.
- 5. <u>TERM</u>: The initial term of this Contract shall be two (2) years. The Contractor shall agree to allow the Agency, at the Agency's sole discretion, to extend this Contract, in twelve-month increments, for an additional period not-to-exceed sixty (60) months, for a total Contract term of seven (7) years. In the event the Agency desires to exercise any or all of the Contract extension options provided for in this Section, the Agency shall provide at least 30 calendar day's written notice to the Contractor, prior to the expiration of the original Contract term or any extension thereof.
- 6. <u>PRICE ADJUSTMENTS</u>: in the event the Agency exercises any of the Contract extensions provided for in Section 5 above, pricing for said extension shall be calculated as follows:

Commencing on January 1, 2017 and continuing on each January 1 thereafter, those prices provided for in Section 7 of this Contract shall be adjusted plus or minus by a sum equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Anaheim-Riverside, California index area as provided for in this section. The basis for computing the adjustment to those prices provided for in Section 7 of this Contract shall be the percentage change for the twelve month period from November to November, starting with the period of November 2016 to November 2017, and continuing every twelve (12) months thereafter. Despite any changes in the CPI for any given twelve (12) month adjustment period, adjustments to those prices as provided for in Section 7 of this Contract shall not increase or decrease more than five (5) percent during any single twelve (12) month adjustment period.

In the event the CPI is changed so that the base period differed from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to

obtain substantially the same results as would have been obtained if the CPI has not been discontinued or revised.

7. PAYMENT, INVOICING AND COMPENSATION: The Contractor may submit an invoice not more than once per month during the term of this Contract. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

In compensation for the services represented by this Contract, the Agency shall pay the following price:

Daily Mail Run \$ 1.19 / mile Laboratory Sample Delivery \$ 1.15 / mile Special Delivery \$ 1.75 / mile

Contractor's invoices shall be submitted monthly as follows:

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

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

### 9. FITNESS FOR DUTY:

- A. Fitness: Contractor on the Jobsite:
  - 1. shall report for work in a manner fit to do their job;
  - 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
  - shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency..

1. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain at its sole expense, the following insurance.

## A. Minimum Scope of Insurance:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.

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

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

# 3. All Coverages

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

- D. <u>Acceptability of Insurers</u>: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences.

The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

# 2. <u>LEGAL RELATIONS AND RESPONSIBILITIES</u>

- A. <u>Professional Responsibility</u>: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work for a design/build project.
- B. <u>Status of Contractor</u>: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. <u>Grant Funded Projects:</u> For grant-funded projects, the Contractor shall be responsible to comply with all grant requirements related to the project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review.
- F. <u>Conflict of Interest</u>: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any

- subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property. to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- Non-Conforming Work and Warranty: Contractor represents and warrants that Н. the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

## I. <u>Disputes:</u>

- 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
- 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
- 3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as

- Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- J. <u>Workers' Legal Status</u>: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- 11. <u>INDEMNIFICATION</u>: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- 12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

## 13. TITLE AND RISK OF LOSS:

A. <u>Documentation:</u> Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and

internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the PROJECT.

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

### 14. PROPRIETARY RIGHTS:

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

All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.
- 15. <u>INFRINGEMENT:</u> Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green

Manager of Contracts and Facilities Services

P.O. Box 9020

Chino Hills, California 91709

Contractor: Nabeil Hazu

Director of Business Development 1706 West Orangethorpe Avenue

Fullerton, California 92833

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

- 17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
- 18. <u>PUBLIC RECORDS POLICY:</u> Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

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

- 19. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 20. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
- 21. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
- 22. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.

- 23. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 24. <u>CHANGES</u>: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- 25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:		PACIFIC COURIERS dba PACTRACK.:	
Warren T. Green Manager of Contracts and Facilities Services	(Date)	Nabeil Hazu Director of Business De	(Date) evelopment

CONSENT CALENDAR ITEM

**2D** 



Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Finance, Legal and Administration Committee (12/9/15)

From:

Cor

P. Joseph Grindstaff

General Manager

Submitted by:

Christina Valencia

Chief Financial Officer/Assistant General Manager

Warren T. Green

Manager of Contracts and Facilities Services

Subject:

Unarmed Uniformed Security Services Contract

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the contract to Universal Protection Services (UPS), through December 31, 2020; for IEUA uniformed security services, for a not-to-exceed amount of \$858,000, for up to a five-year term; and
- 2. Authorize the Manager of Contracts and Facilities Services to execute the contract.

## **BACKGROUND**

Since 1999, the Agency has hired private security contractors to provide unarmed mobile patrol services throughout Agency owned facilities. In 2002, the scope of work (SOW) was expanded to include standing guard posts at the main entrance gates of Agency treatment plants during regular business hours. Over the years, the SOW has been reduced with respect to the standing guard posts.

The current contract extension with UPS will expire on December 31, 2015. UPS has provided outstanding service for the last five years. They have been extremely responsive to changes in our service requirements, requests for additional security services, and maintained favorable pricing during the term of the contract. Additionally, through internal discussion, it was found that the UPS were recommended for continued service as a result of their; advanced security

Unarmed Uniformed Security Services Contract December 16, 2015 Page 2 of 2

training program, high retention rate of employees, superior leadership, management and supervision, excellent past experience, and support of Agency operations.

In addition, to retaining strict standards of conduct and appropriate qualifications for security personnel, UPS is required to provide all the necessary material, supplies, and equipment (e.g., cell phones, uniforms, flashlights, night vision binoculars, vehicles and fuel, etc.).

The proposed contract will be for a five-year term, with a two-year fixed price of \$167,000 (2.7 percent over the expiring contracts rates; which were held for last five years) and three optional years with negotiated pricing.

Pending approval of this contract, the Inland Empire Regional Composting Authority, will piggy back under a separate contract for unarmed uniformed security services for their facility that ties into the services provided to the Agency.

The proposed contract is consistent with the Agency's business goal of *Workplace Environment* by ensuring a safe work environment and the safety of the Agency's assets.

### PRIOR BOARD ACTION

On September 15, 2010, the Board approved the award of Contract No. 4600000488 with UPS for unarmed uniformed security services.

#### IMPACT ON BUDGET

The annual costs of unarmed uniformed security services are budgeted annually the under security-related services account, in the Administrative Service (GG) Fund, the Regional Operations O&M (RO) Fund and the Non-Reclaimable Wastewater (NC) Fund.



CONTRACT NUMBER: 4600002018

#### **FOR**

#### **UNARMED UNIFORMED SECURITY GUARD AND PATROL SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_\_\_ day of\_\_\_\_\_\_, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bemardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and Universal Protection Service, of Riverside, California (hereinafter referred to as "Contractor") for unarmed uniformed security guard and patrol services.

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

1. <u>PROJECT MANAGER ASSIGNMENT</u>: 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: Warren T. Green

Manager of Contracts and Facilities Services

Address: 6075 Kimball Avenue

Chino, California 91708

Telephone:

(909) 993-1709

Facsimile:

(909) 947-1987

Email:

wgreen@ieua.org

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

Contractor:

Larry Krininger

Address:

2900 Adams Street, Suite C-10A

Riverside, California 92504

Office Telephone:

(951) 343-5817

Cellular Telephone

(951) 538-3127

Facsimile:

(951) 343-1858

Email:

lkrininger@universalpro.com

- 3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract Number 4600002018.
  - B. Contract Number 4600002018 General Terms and Conditions.
  - C. Contractor's proposal dated November 9, 2015, Exhibit A.
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Contractor services and responsibilities shall be in accordance with the following.

The Contractor shall provide uniformed security guard services, including all personnel, supervision, equipment, and supplies (except as identified herein as Agency-provided). These services shall be provided by California-licensed, private, uniformed, unarmed, security guards throughout Agency-operated facilities in western San Bernardino County.

The overall activity at any of the facilities can present potentially hostile, volatile, or hazardous situations which dictate the need for maintaining a calm and peaceful environment. Security guards must provide this level of calm while creating a security presence which deters unlawful activities.

One of the major tasks of providing security at these Agency facilities is adapting to rapidly changing environments. Security guards must use discretion and good judgment in dealing with Agency employees, contractors, visitors, and the general public.

### Work Periods and Locations:

- A. Mobile (Roving) Patrols. Unless otherwise directed by the Agency's Security Officer, the following schedule shall be adhered to:
  - 4:00 p.m. 6:00 a.m.; seven days per week, including all holidays.
- B. Roving Security guard locations include, but are not limited to:
  - Regional Plant No. 1 2662 E. Walnut Street, Ontario, CA 91761
     Located in the City of Ontario, near the intersection of the 60 Freeway and Archibald Avenue
  - Regional Plant No. 2 16400 El Prado Road., Chino, CA 91708
     Located at El Prado Road and Pine Avenue, immediately east of the 71 Expressway in the southern area of the City of Chino

- Carbon Canyon Wastewater Reclamation Facility 14950 Telephone
   Avenue, Chino, CA 91708
  - Located in the City of Chino at the southwest corner of Telephone Avenue and Chino Hills Parkway, west of Central Avenue
- 4. Regional Plant No. 4 12811 Sixth Street, Rancho Cucamonga, CA 91729
  - Located in the City of Rancho Cucamonga at the intersection of Sixth Street and Etiwanda Avenue
- Regional Plant No. 5; 6063 Kimball Avenue, Chino, CA 91708
   Located in the City of Chino on Kimball Avenue, east of El Prado Road
- 6. RP-5 Renewable Energy Facility; 16090 Mountain Ave., Chino, CA 91708
  - Located in the City of Chino, between Kimball Avenue and El Prado Road
- 7. Administrative Headquarters, Buildings "A" and "B," 6075 Kimball Avenue, Chino, CA 91708
  - Located in the City of Chino, east of the intersection of Kimball Avenue and El Prado Road
- 8. San Bernardino Lift Station; 13707 San Bernardino Avenue, Fontana, CA 92305
  - Located in the City of Fontana, near the intersection of San Bernardino Road and Cherry Avenue
- Philadelphia Lift Station; 1818 Philadelphia Avenue, Ontario, CA 91761
   Located in the City of Ontario, west of the intersection of Philadelphia Street and Vineyard Avenue
- Montclair Lift Station; 915 W. Philadelphia Avenue, Ontario, CA 91761
   Located in the City of Ontario, east of the intersection of Philadelphia Street and Mountain Avenue
- 11. Dechlorination Station, El Prado Park; 16500 Johnson Avenue, Chino, CA 91708
  - Located in the Prado Regional Park, east of the intersection of Pine Avenue and Euclid Avenue

- 12. Chino Creek Wetlands and Educational Park; 6075 Kimball Avenue, Chino CA 91708
  - Located in the City of Chino, at the intersection of Kimball Avenue and El Prado Road
- C. Standing guard: RP-1 Walnut Avenue Gate; 6:00 a.m. 4:00 p.m., Monday through Friday, excluding Agency-recognized holidays; New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Holiday (two days), and Christmas Day (two days).

# **Security Contractor Requirements:**

- 1. Shall be licensed by the State of California, Department of Consumer Affairs.
- Shall provide an operable GPS system for all security vehicles. The system should have real time, on-line, internet tracking capabilities from the contractor's command center. The GPS tracking system shall also be available to the Agency on-line in real time.
- 3. Shall maintain a functional twenty-four hour operational command center for monitoring all security personnel assigned to the Agency's account.
- 4. Personnel providing services under this contract are subject to all Federal and State laws, regulations, and rules pertaining to the confidentiality of information contained in any Agency file or communicated with any Agency employee or contractor. Breach of confidentiality and/or conflict of laws, regulations, or rules by an assigned security guard shall be grounds for replacement of that security guard; as well as contract termination for cause.
- 5. Shall provide a primary point of contact for the general administration of the contract. The primary point of contact (or designee) shall be readily available by telephone, email, or text messaging to respond to service requests made by the Agency on a 24/7/365 days per year basis.
- 6. Shall enforce a zero tolerance drug testing policy for all security guard personnel assigned to perform services at no additional expense to the Agency.
- Shall maintain an accurate record, and provide access, with the name of every employee classification, actual hours worked, wages paid, and benefits provided to each employee.

- 8. Each security guard shall have a system for logging all electronic communications, including; telephone, email, text messaging, videos, and photographs.
- 9. Shall provide the Agency with all company and employee state and federal registrations.
- 10. Shall provide current photographs and profile information, of all security personnel assigned to the Agency's account.
- 11. Shall provide marked vehicles capable of driving over rough and uneven terrain. Each vehicle should have spotlight operable from inside the vehicle, as well as an emergency light bar atop of the vehicle. All vehicles shall have current (California Department of Motor Vehicles) registration, be readily identifiable as "Security" vehicles, be kept clean, and in good condition and repair.

# Security Contractor Responsibilities:

- Assign fully-trained, unarmed and uniformed security guards for each assignment and shift.
- 2. All assigned security guards must be physically and mentally capable to perform all of the required duties and tasks.
- 3. All security guards must report on time, remain on duty, and perform their assigned duties throughout the entire shift. Late arrivals or early departures are unacceptable without the prior approval of the Agency's Security Officer.
- 4. All security guards shall be provided with a cellular telephone to communicate directly with the Agency's Security Officer, management and key staff; as well as police, sheriff, and fire departments.
- 5. All security guards must be able to operate digital cameras, videorecorders, cellular telephones, two-way radios, pagers, and other communication devices required by the Agency.
- 6. Prior to beginning any shift, security guards shall receive training:
  - In their capacity as security guards;
  - In the Contractor's protocols, policies, procedures, and standing orders:
  - In the requirements of this contract; and
  - On the policies, procedures, and protocols, and processes included under this contract.

- 7. Contractor shall immediately remove any security guard from assignment to the Agency's account upon direction from the Agency's Security Officer or designee.
- 8. Contractor shall provide each security guard with:
  - Salaries, wages, benefits, unemployment taxes, and workers' compensation insurance
  - Supervision to ensure that all policies, procedures, and process are followed
  - All necessary communication equipment; e.g., cellular telephones, backup batteries, etc.
  - Appropriate uniforms and jackets
  - Operable flashlight, rain gear, and necessary night vision optics
  - Appropriate vehicles
  - Appropriate incident report forms (as approved by the Agency's Security Officer)
  - Necessary phone numbers for emergencies and for Agency management
  - A copy of the Contractor's employee policies and procedures; as well as post orders.
  - Necessary keys and access control devices
  - If Agency-provided building keys, gate openers, or proximity cards control devices are lost by the Contractor; the Contractor is responsible for reimbursing the Agency for the expense to re-key the locks and/or replace the lost items
- Contractor must provide the Agency with an accurate record of every employee at least two business days in advance of their scheduled shift. The record must include;
  - Employee full name
  - Copy of individual state guard license
  - Color picture (minimum specifications below)
  - Hire date
  - Job title
  - Rate of pay
  - Any current security clearances issued by the Federal Government, including the Department of Defense
- 10. Contractor must provide color photographs and profiles of all security personnel and ensure that each is current, complete, and on file with the Agency. Photographs must be full face front, head and shoulders only; in two inch by three inch format.
- 11. Contractor must provide access to an electronic on-line filing system for keeping all communications, reports, logs, text, and photographs.

- 12. Security guards must be trained in the use of a digital camera for day and night time use. Photographs must be recorded by a multi-mega pixel camera with date and time stamp. All photographs must be attached to the corresponding incident reports. All photographs and incident reports are the sole property of the Agency. If a legal dispute arises for which the Contractor provides indemnification and/or defense, the Agency has an obligation to provide documents relevant to the incident for such defense.
- 13. Must provide weekly schedule of all security guard shifts to the Agency; not less than one full week in advance. Each shift schedule must include the name and hours that security guards are scheduled to work. If a shift schedule changes for any reason, the Contractor must request permission from the Agency's Security Officer in advance.
- 14. Within thirty days after contract issuance, the Contractor shall submit their "Post Orders" for review and approval by the Agency's Security Officer. Should the Security Officer determine revisions are required, the Contractor shall have ten calendar days to revise and resubmit the Post Orders for review and reconsideration.

# **Security Personnel Qualifications:**

- Must be a legal resident of the United States.
- 2. Must be a high school graduate or have an equivalent GED.
- 3. Must be at least 21 years of age.
- 4. Must have at least one year of relevant security work experience. Said experience may be substituted for service in the United States Armed Forces for which the security guard; a) received not less than an honorable discharge, or b) is currently on active duty or is in the reserves.
- 5. Must have a valid driver's license.
- 6. Must meet the requirements of California State Department of Consumer Affairs, Bureau of Security and Investigative Service, and possess a valid permit, permanent security guard registration /permit.
- 7. Must be drug and alcohol-free.
- 8. Must be courteous to staff, contractor personnel, and the general public at all times.

- 9. Must be sensitive to a wide range of ethnic diversity of patrons and staff.
- 10. Must be physically and emotionally capable of performing assigned duties.
- 11. Must be able to perform all duties quickly, quietly, and with authority in a manner that is not obtrusive, abusive, abrasive, or threatening.
- 12. Must be familiar with and practice; Agency safety and security procedures, policies, and practices.
- 13. Must immediately report all illegal and suspicious activity to the proper authority; e.g., police department, sheriff's department, Agency Security Officer and management.
- 14. Must communicate promptly, effectively, and professionally with the general public and Agency staff.
- 15. Must check-in on time according to Contractor policy, and be ready to work.
- Must check out after work according to Contractor policy.
- 17. Must immediately request assistance from the police or sheriff if any individual or situation becomes abusive, aggressive, or threatening.
- 18. Must have the ability to read, understand, and apply rules, detailed orders, instructions, and training materials in the English language.
- 19. Must have the ability to construct and write detailed reports clearly, concisely, and accurately, in the English language.
- 20. Must respond to all communications from Agency staff, police, sheriff, fire, or other security contractors within four minutes of receipt.
- 21. Must prepare "Multimedia Incident Reports" for all non-routine occurrences during a shift. This includes but not limited to; broken locks, unarmed alarm systems, breaches, vandalism, burglary, trespassing, building or gates found unlocked, etc. The reports shall include time and date-stamped photographs of any evidence related to the event or occurrence that is documented in the reports.
- 22. Must prepare a daily activity report (DAR) with any and all activities and communications.

- 23. Must have all head hair and facial hair neat and groomed, and must have a professional appearance.
- 24. Must have a complete seasonal and matching uniform that is clean, pressed, and properly fitted consisting of:
  - Dress Trousers
  - Dress Shirt
  - Belt may be a duty belt if desired
  - Socks
  - Shoes (white tennis or mismatching street shoes are not permitted)
  - Ball cap or visor hat with company insignia or with the wording, "SECURITY" embroidered above the visor
  - Shoulder patch on both shoulders
  - Agency-provided identification (ID) badge worn above the waist
  - Driver's License
  - Security Guard certification card
  - Name tag visible on shirt, and on the jacket
  - Professional-grade operational flashlight (e.g., 3 or 4 D-cell Maglite)
  - Cellular telephone with extra battery and charger
  - Multi-mega pixel digital camera with photo and video capability; as well as time and date stamp
  - Key chain with keys marked
  - Jacket with company insignia as needed
  - Gloves may be worn as needed
  - Rain gear as needed
  - Night vision as needed
  - NOTE 1: No personal pins or jewelry are allowed to be worn on the uniform or ID badge
  - NOTE 2: Body armor may be worn
  - NOTE 3: No guns, knives, holsters, or weapons of any kind may be worn or carried
  - NOTE 4: All expenses for uniforms, including laundering, rental, and delivery services, shall be borne solely by the Contractor, not their employees.

# Security Guards shall not:

 Carry any type of weapon on their person or in their private vehicle or contractor vehicle while on duty - even if the security guard is licensed to carry such weapons. Weapons include, but are not limited to; handguns, knives, batons, mace, clubs, pepper spray, saps, blackjacks, etc.

- Wear head phones, listen to music, smoke, or read unauthorized materials while on duty. Bluetooth earpiece devices for cellular telephone use are allowed.
- 3. Conduct personal phone calls except in the event of an emergency or while on a scheduled break.
- 4. Enter any designated area "off limits" as designated by the Agency Security Officer or Operations Managers/Supervisors except in the case of an emergency.
- 5. Bring any type of electronic device for personal use without the prior written authorization of the Agency's Security Officer.
- 6. Bring visitors, including family members and children, onto the worksite.
- 7. Use any Agency equipment for personal business (e.g., copiers, fax machines, computers, scanners, etc.) or other amenities (showers, locker rooms, etc.) without prior authorization from the Agency's Security Officer.
- 8. Use any telephones except as specifically required to perform assigned duties.
- 9. Attempt to force or enforce corrective action except during escort actions, as directed by the Agency's Security Officer or an Executive Manager.
- 10. Take breaks outside of Agency facilities unless in route between facilities.
- 11. Fall asleep or nap at any time, including scheduled breaks.
- 12. Have any felony convictions, outstanding warrants, crimes of moral turpitude, or crimes or domestic violence, including any conviction of offenses with a discernible impact on the business or reputation of the Agency or its employees.
- 13. Be under the influence or possess any controlled substance. (Except a controlled substance prescribed by a physician that does not affect the safety or performance of the work.)
- 14. Security guards may not use unreasonable force unless absolutely necessary for self-defense.
- 15. Accept any gratuities, however immaterial.

## Security Services to be provided:

Contractor shall provide continuous, unarmed, security guards to perform the tasks and duties listed below. Contractor shall be responsible for providing uninterrupted coverage should the security guard scheduled for duty fail to report for any reason:

- Security guards shall regularly patrol and monitor the interior of (assigned) buildings, building exteriors, perimeter of facilities; as well as campuses, parking lots, and other areas designated by the Agency's Security Officer. The frequency of patrols and schedule of patrols shall be determined by the Security Officer and may be changed as conditions and circumstances warrant.
- 2. Shall maintain orderly log books and files for all security-related documents, including, but not limited to; daily logs, incident reports, and timesheets. These reports shall be available to the Agency's Security Officer via the internet and shall be easily searchable. The format and identification methods for these reports shall be established by the Agency's Security Officer.
- 3. Security guards shall observe, document, and report any illegal, suspicious, or questionable activity.
- 4. Security guards shall escort any individual from the premises upon direction by the Agency's Security Officer, Agency Executive Management, or the Manager of Human Resources.
- 5. Security guards shall check the building lobbies and employee work areas for unauthorized entry, vandalism, or other unusual conditions.
- 6. Security guards shall randomly check exterior doors to ensure they are closed and locked throughout each shift. Exterior doors to the Administrative Headquarters shall be checked at once per shift.
- 7. Security guards shall check all exterior lighting to ensure it is operational. Any discrepancies shall be noted by way of an incident report denoting the specific location. Exterior lights found to be nonfunctional shall be tagged with yellow "CAUTION TAPE" provided by the Agency.
- 8. Security guards shall check to ensure all coffee burners are turned off in the Administrative Headquarters during each shift.
- 9. Security guards shall promptly report any damage or similar problems to the Agency's Security Officer, photographing said damage.

- 10. Security guards shall promptly report any condition that appears to be unsafe or hazardous. However, the Contractor shall not be held liable for incidents arising out of Agency property defects, unsafe conditions, or hazardous conditions, whether observed/reported or not.
- 11. Security guards shall report all security issues according to the escalation procedures as specified in their post orders.
- 12. Security guards shall record the date/time of each patrol in the daily activity report.
- 13. Security guards shall write a detailed report of all incidents and shall ensure that the report is clear, concise, and legible. Reports shall be submitted at the end of each shift using the standard, approved incident report form. The form and related date/time stamped photographs shall be scanned, attached, and electronically transmitted to the Agency's Security Officer through email.
- 14. Security guards shall assist in evacuating individuals from the buildings and facilities during all emergencies and evacuation drills, taking direction from the Agency's Security Officer or management, as required.
- 15. Security guards shall enforce parking rules and policies around all facilities. Unattended vehicles found parked in fire lanes, handicap (disabled) spaces (without DMV-issued placards), etc. shall receive a violation notice, making distribution as required.
- 16. At least once per week, Security guards shall check all Agency vehicles to ensure: a) all doors are locked; b) CLUBS are engaged on the steering wheels; c) all windows are closed; and d) orange safety cones are placed adjacent to the rear bumpers (for utility vehicles only when parked nose in or parked paralleled).
- 17. Security guards assigned to the RP-1 Walnut Street Gate shall: a) monitor ingress and egress of all traffic, including Agency employees, contractors, and deliveries; b) issue visitor and contractor badges, as required and approved; c) report any problems or concerns to the Agency's Security Officer or designee; d) monitor domestic waste hauler ingress and egress and complete the necessary paperwork, and e) perform other security-related duties as requested by the Security Officer and directed by the Contractor.
- 18. Security guards shall perform other duties as assigned by the Agency's Security Officer subject to the approval of the Contractor.

19. As required, the Security Officer may direct the temporary assignment of additional security personnel or change the duty hours to meet the needs of the Agency.

## The Agency shall:

- Provide access to all buildings and facilities, as required.
- Provide access to a break room facility for consuming food and beverages, as well as restrooms.
- 3. Provide keys, proximity card access control devices, and gate openers to all required facilities. All keys and equipment will be issued and signed for by the Contractor. These items shall not be surrendered during any shift without authorization and must be secured at all times.
- 4. Schedule and facilitate periodic review meetings with security supervisors and/or Contractor management. Unless otherwise agreed upon, said meetings shall take place at the Agency's Administrative Headquarters.
- 5. Reserve the right to interview security personnel at any time in the presence of Contractor management
- 6. Reserve the right to direct the removal of any security guard who does not adhere to the policies, procedures, and processes of the Agency; or who do not fulfill the requirements of this contract; or who is deemed untrained, careless, insubordinate, or incompatible with the ethics of the Agency, which creates unacceptable risk to the Agency.
- Reserves the right to refuse service from any security guard without stating a cause at that time. In such an event, the Contractor shall replace the security guard in question within two hours of receiving the oral request. The Agency will provide a written record stating the cause with fifteen calendar days of the action.
- 8. Provide two parking spaces at the Administrative Headquarters, a dedicated workstation, scanner, and computer (for official use only) by duty personnel. Personal use of this equipment is expressly prohibited. Should the Agency determine personal use has occurred (e.g., surfing the internet, etc.), the Contractor will be notified in writing.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate December 31, 2020, unless agreed to by both parties, reduced to writing, and amended to this contract.

6. <u>COMPENSATION</u>: The Contractor may submit an invoice not more than once per month during the term of this Contract. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

As compensation for the work performed under this Contract, Agency shall pay Contractor's monthly invoice for all services satisfactorily provided hereunder during the term of this Contract:

1. Monthly Patrol Services: \$9,456,93

2. Standing Security Guard Services for Regional Plant No. 1, Walnut Gate:

Hourly rate:

\$18.63

Overtime rate:

\$26.55

In compensation for the work represented by this Contract, Agency shall pay Contractor, up to a maximum total Not-to-Exceed amount of \$858,000.00 for all services and expenses provided during the term of this Contract.

All invoices shall be formulated consistent with the Schedule of Work and Services shown in Exhibit A, and prominently display "Contract Number 4600002018, and PO Number 4500023691" on the first page to qualify for timely processing.

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency Re. Contract Number: 4600002018 P.O. Box 9020 Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

- a. Scan the invoice as a PDF file
- b. Attach the scanned file to an email
- c. IEUA staff will acknowledge receipt of the invoice.

Concurrent with submittal of an original invoice to the Agency's Accounts Payable Department, the Contractor shall forward, via email or Fax, a copy of said invoice to the Agency's designated Project Manager identified on Page 1 of this Contract.

If applicable, Contractor shall provide, with their invoice, <u>certified payroll</u> documentation to verify that Contractor (and any sub-Contractor) has paid prevailing wages in accordance with the California Department of Industrial Relations requirements, as stipulated in SB-854. See:

(http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf)

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

As evidenced by the signature of the Contractor, to execute this Contract, the Contractor is aware, and accepts, the timeline for payment processing. Contractor shall prepare and submit invoices accordingly. In all cases, the Project Manager will review and approve the invoices.

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

## 7 FITNESS FOR DUTY:

- A. <u>Fitness:</u> Contractor and its Subcontractor personnel on the Jobsite:
  - 1. Shall report for work in a manner fit to do their job;
  - 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  - Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. <u>Compliance</u>: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its sub-Contractors. Agency may cancel the Contract if the Contractor violates these Fitness for Duty Requirements.
- 8. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

# A. <u>Minimum Scope of Insurance</u>:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location, or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- Professional Liability insurance in the amount of \$1,000,000 per claim.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as additional insureds, endorsements CG 20 10 11 85, as respects: liability arising out of negligent activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 20 10 10 93 or CG 20 10 03 97 are issued in place of the CG 20 10 11 85, then it is also necessary to issue a Form CG 20 31 10 01 in addition to Form CG 20 10 10 93 or CG 20 10 03 97.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

# 3. All Coverages

Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.

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

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

# 9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 9.A, Professional Responsibility, the Contractor shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Contractor's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. <u>Conflict of Interest</u>: 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.

- H. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor, shall be resolved in accordance with the Dispute Section of this Contract.

## J. Disputes:

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

The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar

days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

- In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- 10. <u>INDEMNIFICATION</u>: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Contractor. If Agency reuses the materials and documents without Contractor's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

## 12. PROPRIETARY RIGHTS:

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

use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

- B. <u>No Additional Compensation:</u> Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.
- 13. <u>INFRINGEMENT:</u> Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person. Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Contractor's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

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

14. <u>LIENS</u>: Contractor represents that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

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

Agency: Warren T. Green

Manager of Contracts and Facilities Services

Inland Empire Utilities Agency

Address: 6075 Kimball Avenue, Building A

Chino, California 91708

Contractor: Larry Krininger

Branch Manager

Address: Universal Protection Service

2900 Adams Street, Suite C-10A Riverside, California 92504

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

- 16. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
- 17. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret, "Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
- 18. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 19. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.

- 20. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- 21. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
- 22. <u>CHANGES</u>: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- 23. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, rlots, strikes, natural disasters, etcetera.
- 24. <u>NOTICE TO PROCEED</u>: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:

**UNIVERSAL PROTECTION SERVICE:** 

Warren T. Green

(Date)

Manager of Contracts and

Facilities Services

Roger Langner Vice President

(Date

### Exhibit A



### PROPOSED PATROL SERVICE REQUIREMENTS & COST

### Inland Empire Regional Composting Authority Patrol Services 2016 & 2017

EXHIBITA

### REQUIREMENTS:

- A. Perform exterior and interior patrols of the composting yard. Respond to alarms as necessary.
- B. Deter crime and vandalism.
- C. Remain highly visible throughout each patrol.
- D. Spotlight all dark and vulnerable areas.
- E. Report any problems to IEUA management. Patrol reports will be submitted and posted through CyCop, Universal Protection Service exclusive online internet based reporting system, accessible 24 hours per day for designated property management personnel. Daily reports, incident reports and pictures will be submitted via the internet. CyCop will allow you to access your own account page and view the reports in addition to communicating with a Universal Protection Service representative through a centralized account page. This system is a value added service and the cost is included in the quoted price.

### Schedule:

Two random patrols Sunday through Saturday.

**Monthly Cost:** Patrol property's two (2) times per day, Sunday through Saturday. Total monthly cost inclusive of CyCop: \$920.00 per month.



### SECURITY BUDGET Inland Empire Utility Agency RP-1 Walnut Avenue 2016 & 2017

Effective January 1, 2016-December 31, 2017

### 1: REQUIREMENT:

Provide unarmed, uniformed security professionals to enhance the security of the community by being highly visible, deter vandalism/crime and to perform additional duties as may be described in the post orders.

HOLIDAYS: Universal Protection recognizes the following holidays: New Years
Day - Presidents Day - Memorial Day - Independence Day - Labor Day Thanksgiving Day - Christmas Day. Security officers working on these days will be
paid time and one/half. This cost is included in the budget.

### 3. PROJECTED SECURITY COSTS

ITEM	WEEKLY HOURS	BILL RATE	OT/HOLIDAY RATE	MONTHLY COST	ANNUAL COST
Security Officer	40	\$18.63	\$26.55	\$3,237.89	\$38,854.72
Security Officer	10		\$26.55	\$1,153.59	\$13,843.17
TOTAL COST				\$4,390.49	\$52,697.89

The above pricing includes management costs, training, health benefits, vacation, uniforms and security officer awards program.



### SECURITY BUDGET Inland Empire Utility Agency Roving Patrol 2016 & 2017 Effective January 1, 2016-December 31, 2017

### 1. REQUIREMENT:

Provide unarmed, uniformed security professionals to enhance the security of the community by being highly visible, deter vandalism/crime and to perform additional duties as may be described in the post orders.

HOLIDAYS: Universal Protection recognizes the following holidays: New Years
Day - Presidents Day - Memorial Day - Independence Day - Labor Day Thanksgiving Day - Christmas Day. Security officers working on these days will be
paid time and one/half. This cost is included in the budget.

### 3. PROJECTED SECURITY COSTS

ITEM	WEEKLY HOURS	BILL RATE	OT/HOLIDAY RATE	MONTHLY COST	ANNUAL COST
Site Supervisor	35	\$27.95	\$41.93	\$4,250.49	\$51,005.95
Security Officer	63	\$19.02	\$27.95	\$5,206.43	\$62,477.27
TOTAL COST				\$9,456.93	\$113,483.22

The above pricing includes management costs, vehicle and fuel, training, health benefits, vacation, uniforms and security officer awards program.

CONSENT CALENDAR ITEM

**2E** 

Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Audit Committee (12/9/15)

Finance, Legal, and Administration Committee (12/9/15)

From:

P. Joseph Grindstaff

General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

Jason Gu

Grants Officer

Subject:

Fiscal Year (FY) 2014/15 Single Audit Report for Federal Grant Programs

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the Single Audit Report for FY 2014/15; and
- 2. Direct staff to distribute the report, as appropriate, to the State Controller's Office, the Federal Audit Clearing House, and other interested parties.

### **BACKGROUND**

The Single Audit Act and Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, require each non-Federal entity that expends \$500,000 or more of Federal grants to undergo an annual independent audit.

In FY 2014/15, IEUA incurred \$8,312,242 in federal costs for the three federal programs listed in the table below. The Agency's independent external audit firm, White Nelson Diehl Evans LLP (WNDE), performed the annual single audit for fiscal year ended June 30, 2015.

### FY 2014/15 Single Audit Report for Federal Grant Award Programs December 16, 2015

### Page 2

Grantor	Program Title	Federal Expenditures \$3,258,904	
United States Bureau of Reclamation (USBR)	Title XVI Desalination Water Reuse Program – Drinking Water		
United States Bureau of Reclamation (USBR)	WaterSMART Program – Water Conservation	\$ 29,882	
United States Environmental Protection Agency (EPA)	Clean Water State Revolving Fund (SRF) Program Recycled Water	\$5,023,456	
	TOTAL	\$8,312,242	

The objectives of Single Audit are to determine whether there are issues that could have a direct and material effect over:

- 1. Compliance for each major federal grant award program.
- 2. Internal control over compliance requirements of federal grant award programs.
- 3. Eligibility of federal grant award program expenditures.

The Single Audit Report stated that the Agency qualifies as a "Low-Risk Grantee," and expressed the following opinions:

- 1. IEUA is in compliance with each major federal grant award program.
- 2. No significant deficiencies in internal control over major federal award programs.
- 3. No findings or questioned costs to major federal award programs.

As required by OMB A-133, the Single Audit Report included the Independent Auditor's Report on Internal Control Over Financial Reporting which states there is a significant deficiency in internal control over financial reporting. The auditor's recommendation and management's response are addressed in Agency's Board letter approving the FY 2014/15 Comprehensive Annual Financial Report and also included in the attached Single Audit Report, under Schedule of Finding and Questioned Costs.

The Single Audit Report is consistent with the Agency's Business Goal of fiscal responsibility in providing transparent communication regarding federal grant award programs.

### PRIOR BOARD ACTION

On December 17, 2014, the Board reviewed the FY 2013/14 Single Audit Report presented to the Audit Committee on December 10, 2014.

### IMPACT ON BUDGET

The audit fee for the Single Audit Report is within the Agency's FY 2015/16 budget in the Administrative Services (GG) fund under professional fees and services category.

### SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS

**JUNE 30, 2015** 

### TABLE OF CONTENTS

### June 30, 2015

	Page <u>Number</u>
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	1 - 2
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133 and on the Schedule of Expenditures of Federal Awards	3 = 5
Schedule of Expenditures of Federal Awards and Schedule of Findings and Questioned Costs:	
Schedule of Expenditures of Federal Awards	6
Notes to Schedule of Expenditures of Federal Awards	7
Schedule of Findings and Questioned Costs	<b>8 -</b> 10
Summary Schedule of Prior Year Audit Findings	11



### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Inland Empire Utilities Agency Chino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Inland Empire Utilities Agency (the Agency) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated December 3, 2015.

### Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

### Internal Control over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as Finding 2015-001 that we consider to be a significant deficiency.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Agency's Response to the Finding

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The Agency's response to the finding identified in our audit is described in the accompanying schedule of finding and questioned costs. The Agency's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Irvine, California

December 3, 2015



### INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133 AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Board of Directors Inland Empire Utilities Agency Chino, California

### Report on Compliance for Each Major Federal Program

We have audited Inland Empire Utilities Agency's (the Agency) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2015. The Agency's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

### Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

### Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.

### Opinion on Each Major Federal Program

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

### Report on Internal Control over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

### Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the Agency, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements. We issued our report thereon dated December 3, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements.

### Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133 (Continued)

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Irvine, California December 3, 2015

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### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND SCHEDULE OF FINDINGS AND QUESTIONED COSTS

### SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

### For the year ended June 30, 2015

	Catalog of Federal		
	Domestic	Grant	
Federal Grantor/Pass - Through	Assistance	Identification	Federal
Grantor/Program Title	Number	Number	Expenditures
United States Department of the Interior			
Direct Assistance:			
Water Reclamation and Reuse Program:			
1010 Zone Pump Station & New Product Water Pipelines	15.504	R12AC35339	\$ 2,295,111
Chino Creek Wellfield Development Project Well 1, 2, 3	15.504	R11AC35306	606,050
Groundwater Supply Wells & Raw Water Pipelines	15.504	R14AC00049	357,743
Total Water Reclamation and Reuse Program			3,258,904
WaterSMART - Regional Residential Landscape Survey	15.507	R12AP35353	29,882
Total United States Department of the Interior			3,288,786
United States Environmental Protection Agency Passed through the California State Water Resources Control Board: Capitalization Grants for Clean			
Water State Revolving Funds	66.458 66.458	C-06-5318-110 C-06-7885-110	5,002,216 21,240
Total United States Environmental Protection Agency			5,023,456
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 8,312,242

### NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the year ended June 30, 2015

### 1. GENERAL:

The accompanying Schedule of Expenditures of Federal Awards presents the activity of the federal financial assistance programs of Inland Empire Utilities Agency (the Agency). The Agency's reporting entity is defined in Note 1 of the notes to the Agency's financial statements. All financial assistance received directly from federal agencies and federal financial assistance passed through other government agencies to the Agency is included in the accompanying schedule.

### 2. BASIS OF ACCOUNTING:

The expenditures included in the accompanying schedule were reported on the accrual basis of accounting. Under the accrual basis of accounting, expenditures reported include any property or equipment acquisitions incurred under the federal program in the fiscal year.

### 3. RELATIONSHIP TO COMPREHENSIVE ANNUAL FINANCIAL REPORT:

Amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree to amounts reported within the Agency's Comprehensive Annual Financial Report. The amounts for Grant Numbers R12AC35339, R11AC35306, and R14AC00049 are reported as a receivable from the granting agency and a payable to Chino Basin Desalter Authority (CDA) as the Agency is a pass-through entity for these federal grants.

### 4. CONTINGENCIES:

Under the terms of federal and state grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

### SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the year ended June 30, 2015

1.	Summary of Auditors' Results:					
	Financial Statements					
	Type of auditors' report issued: <ul><li>Unmodified</li></ul>					
	<ul> <li>Internal control over financial reporting:</li> <li>Material weakness identified?</li> <li>Significant deficiency identified?</li> <li>See Finding 2015-001</li> </ul>		<u>x</u>	yes yes	<u>X</u>	no none reported
	Noncompliance material to financial star	tements noted:		yes	<u>x</u>	no
	Federal Awards:					
	<ul><li>Internal control over major programs:</li><li>Material weakness identified?</li><li>Significant deficiency identified?</li></ul>		=	yes yes		no none reported
	Type of auditors' report issued on compl <ul><li>Unmodified</li></ul>	iance for major	r prog	rams:		
	Any audit findings disclosed that are reqreported in accordance with Section 510 Circular A-133?			yes	_ <u>X</u> _	no
	Identification of major programs:					
	CFDA Number 15.504	Name of Fede United States Assistance, W	Depar	tment of	the In	
	Dollar threshold used to distinguish between type A and type B programs:		<u>\$ 30</u>	<u>0,000</u>		
	Auditee qualified as low-risk auditee?		X	yes		no

### SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

For the year ended June 30, 2015

### 2. Findings Relating to Financial Statements:

### Finding 2015-001

### <u>Criteria</u>

As a part of internal control over financial reporting, the Agency should have proper procedures in place to determine whether costs incurred for a certain project are capitalizable costs.

### Condition

During our review of the construction in progress project listing as of June 30, 2015, we noted a few items that were incorrectly included as "capital projects".

### Cause

The Agency does not have controls in place to properly determine whether costs incurred are capitalizable costs.

### Effect

We requested the Agency's staff review additional items reported as capital projects, and based on a more thorough review of the actual project costs incurred, staff determined some of the projects did not result in a specific capital asset, and therefore would be more appropriately recognized as an operating expense. Some of the projects were multi-year projects that were finally completed and closed out at the end of the current fiscal year. For these multi-year projects, costs incurred in a prior fiscal year resulted in a prior year adjustment with the reclassification from construction in progress to operating expense.

### Recommendation

There is considerable diversity in how costs are capitalized in practice. However, we recommend that the Agency continue to apply the following guidelines in capitalization of costs. First, a cost should only be capitalized only if it is directly identifiable with a specific asset. Therefore, a study undertaken to determine the best location of a building would not be capitalized. Second, a cost should only be capitalized if incurred after acquisition of the capital asset has come to be probable. Thus, the cost of a feasibility study should not be capitalized. We recommend the Agency continue to monitor these transactions and revise its capitalization policy as needed to incorporate the above guidelines in the application of categorizing projects.

### SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

For the year ended June 30, 2015

### 2. Findings Relating to Financial Statements (Continued):

Finding 2015-001 (Continued)

### Management's Response

We have taken corrective action which has resulted in the reclassification of costs for projects initially set up as capital projects but for which specific assets were not constructed. This effort, to a large extent, was been successful in significantly reducing total Jobs in Process (assets under construction). Between fiscal years 2010/11 through 2014/15, total Jobs in Process have been reduced by over 330 percent; from \$153 million reported at the end of fiscal year 2011 to \$45 million as June 30, 2015. Pursuant to the external auditors' recommendation, a comprehensive review process has been put in place to ensure new project request forms are appropriately defined prior to the creation and start of the project. Beginning in fiscal year 2015/16, Finance and Accounting staff has also begun to monitor the costs charged to Jobs in Process more frequently. Additionally, Finance and Accounting staff is facilitating mandatory training for all project managers and their support staff to further their understanding of the difference between capital and operation projects and the importance of timely completion of project closures. This overall proactive approach should help to minimize project reclassification issues in the future, with the exception of a few items that may result from unforeseen changes in project scope or cancellation of projects.

3. Findings and Questioned Costs Relating to Major Federal Awards:

None.

### SUMMARY OF PRIOR YEAR FINDINGS

For the year ended June 30, 2015

There were no findings or questioned costs for the year ended June 30, 2014.

CONSENT CALENDAR ITEM

**2**F



Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee (12/09/15)

Finance, Legal, and Administration Committee (12/09/15)

From:

P. Joseph Grindstaff

General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone Manager of Engineering

Subject:

Construction Contract Award for the Fiber Optic Pull Box Upgrades

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve the construction contract award for the Fiber Optic Pull Box Upgrades, Project No. EN15030.02, to J.F. Shea Construction, Inc. in the amount of \$248,500; and
- 2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

In 2008, the Agency constructed the San Bernardino Lift Station in coordination with the City of Fontana to convey the sewer flows to Regional Plant No. 4 (RP-4). As part of this project, fiber optic lines and pull boxes were installed between the pump station and RP-4 to complete the communications system. The fiber optic pull boxes were constructed in the City of Rancho Cucamonga and San Bernardino County right-of-way. Recently, several of the fiber optic pull boxes have either failed or are showing signs of deteriorated condition. Staff investigated the cause of the deteriorated condition of these pull boxes and determined that the installation of the access manholes did not meet the traffic loading. The Agency developed this project to ensure that all of the pull boxes along this alignment reliably meet the current traffic load conditions.

On October 21, 2015, Agency staff advertised the subject project for construction to the Pre-Qualified Contractors. On November 19, 2015, the following bid was received:

Fiber Optic Pull Box Upgrades Construction Contract Award December 16, 2015
Page 2 of 2

Bidder's Name	Bid Amount for EN15030.02
J. F. Shea Construction, Inc.	\$248,500
Engineer's Estimate	\$360,000

The following is the projected project cost:

Project Phase	Total Cost for EN15030.02
Design (In house design)	\$50,000
Construction	\$248,500
Construction Management (IEUA and Labor Augmentation)	\$50,000
Construction Contingency (~20%)	\$60,000
Total Project Cost	\$408,500

The following is the project schedule:

Project Phase	Date
Construction Contract Award	December 2015
Construction Completion	June 2016

This project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within facilities to meet essential service demands and to protect public health and the environment.

### **PRIOR BOARD ACTION**

None

### **IMPACT ON BUDGET**

The award of the construction contract for the Fiber Optic Pull Box Upgrades, Project No. EN15030.02, for the not-to-exceed amount of \$248,500 in the Regional Wastewater Capital (RC) Fund is within the Fiscal Year 2015/16 budget of \$613,075 and the total project budget of \$680,000.

PJG:CB:SS:nm

### Fiber Optic Pull Box Upgrades Construction Contract Award Project No. EN15030.02 December 2015









Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Shaum J. Storns, P.E. Managar of Engineering

Nasrin Maleki, P.E. Project Manager

# Project Background

- 23 fiber optic pull boxes installed in 2008
- 3 manhole failures have occurred within the public right of way
- Safety and liability concerns require prompt action



Failed Manhole



Failed Manhole



**Deteriorated Grout** 



## Project Scope

- Remove and upgrade 23 fiber optic manholes
- Installation to meet traffic rated requirements





### CALARASH AVE SAN BERNARDINO COUNTY PROJECT LOCATION C-1 TO C-7 BERNARD:NO AV FI SONNERCE JE T ACKE Project Location Ob diA VALLEY BY VD K∀IZE6 ¥¥M YAW MONTATHOGRAPT ONTARIO RANCHO MOLDARAGE MATACE AVE BHY MAENITE 15

## Bid Summary

Bidder's Name

Bid Amount for EN15030.02

\$248,500

\$360,000

J. F. Shea Construction, Inc. Engineer's Estimate



# Project Cost and Schedule

TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR	Estimated Cost
Design (In house)	\$50,000
Construction Contract	\$248,500
Construction Management (IEUA and Labor Augmentation)	\$50,000
Construction Contingency (~20%)	\$60,000
Total Project Cost	\$408,500
IEUA Approved Budget	\$680,000

Project Milestone	Date
Construction Contract Award	December 2015
Construction Completion	June 2016



# Agency Goal/Recommendation

Box Upgrades, Project No. EN15030.02 for the not-to-exceed amount Staff recommends that the Board of Directors approve the construction of \$248,500 and authorize the General Manager to execute the contract award to J. F. Shea Construction, Inc. for the Fiber Optic Pull contract.

Goal to maintain capacity within facilities to meet essential service demands Project is part of the Agency's Wastewater Management Capacity Business and to protect public health and environment



### 1.0 CONTRACT

THIS CONTRACT, made and entered into this 19th day of November, 2015, by and between J. F. Shea 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 "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 Fiber Optic Pull Box Upgrades, Project No. EN15030.02, 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 \$	Two Hundred Forty-Eight Thousand Five Hundred				
	Dollars				
and	zero	Cents.			

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

- 4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- 5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- 6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency one hundred fifty (150) 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.
- Contractor agrees that in case the work is not completed before or upon the 8. expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of Four Thousand (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B -

Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D - Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section D - Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D - Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H - Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

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

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

Inland Empire Utilities Agency,* San Bernardino County, California.	Contractor  J.F. Shea Construction, Inc.
By General Manager	By Title
	Steven W. Cox. Executive Vice Presiden

CONSENT CALENDAR ITEM

**2G** 

Date:

December 16, 2015

To:

The Honorable Board of Directors

Through:

Engineering, Operations, and Biosolids Management Committee

(12/09/2015)

From:

P. Joseph Grindstaff

General Manager

Submitted by:

Chris Berch

Executive Manager of Engineering/Assistant General Manager

Shaun Stone STS Manager of Engineering

Subject:

On-Call Construction Surveying and Engineering Related Services

Contract Amendment

### **RECOMMENDATION**

It is recommended that the Board of Directors:

- 1. Approve a contract amendment with CASC Engineering and Consulting (CASC) for oncall surveying and engineering related services for a one-year contract extension through January 1, 2017, for an additional amount of \$250,000 to the original contract; and
- 2. Authorize the General Manager to execute the contract amendment.

### **BACKGROUND**

On December 19, 2012, the Board of Directors awarded a competitively-let surveying and engineering related services contract to CASC for a not-to-exceed amount of \$750,000. Since 2012, CASC has performed required surveying services (as-built, mapping, etc.) to ensure facilities are constructed per the contract documents and have been paid \$710,000 to date. CASC has supported Agency design, construction, maintenance, and asset management projects. The current contract with CASC will expire on January 1, 2016.

Based on an evaluation of performance, location, proposed fees, approach, composition of team, and professional references, staff has determined that CASC has satisfactorily supported the Agency's needs. Therefore, staff is recommending an amendment to CASC's contract for a one-year term extension for the amount of \$250,000. The amendment will include proposed rate

On-Call Construction Surveying and Engineering Related Services Contract Amendment December 16, 2015
Page 2 of 2

changes. The \$250,000 threshold was established from historical spending over the last three years. The additional amount requested will amend the original contract not-to-exceed amount to \$1,000,000.

CASC master contract amendment is part of the Agency's Wastewater Management Capacity Business Goal objective that IEUA will ensure capital projects are designed and implemented in a timely and economically responsible manner.

### PRIOR BOARD ACTION

On December 19, 2012, the Board of Directors approved a competitively-let three-year contract to CASC, for construction surveying and engineering related services for a not-to-exceed amount of \$750,000.

### IMPACT ON BUDGET

There is no direct impact on the Agency's Fiscal Year Budget as a result of this action. This contract is for surveying and engineering related services work, which is required on various projects, various department related assignments, and at various times through January 2017. The funding for this work is included in each individual project and the department O&M budget under various program funds.

PJG:CB:SS:dm

### On-Call Construction Survey and **Engineering Related Services Contract Amendment**

December 2015



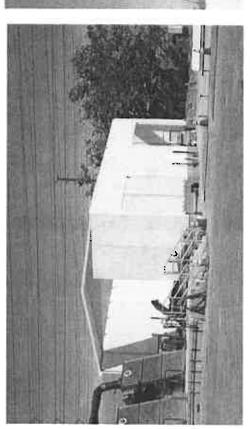
Shaun J. Stone, P.E., Manager of Engineering



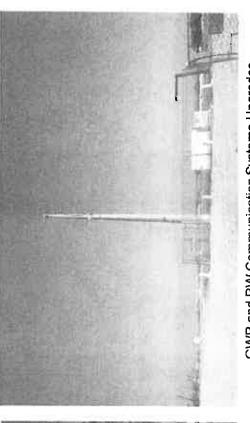
David Mendez Acting Deputy Manager of Engineering

## Background

- CASC contract award: December 2012
- Provides On-Call construction survey and engineering related services
- Capital improvement projects
- Maintenance and asset management projects
- Pre-design and design survey
- CASC has successfully worked with the Agency since 2012



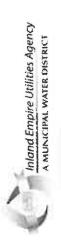
RP-4 Headworks Retrofit



**GWR and RW Communication Systems Upgrades** 

# Contract Information

- Existing Contract
- Original contract amount: Not-to-exceed \$750,000
- Current term: January 1, 2013 January 1, 2016
- Proposed Amendment
- Not-to-exceed amount of \$250,000
- Term extension: January 2016 January 2017
- Updated rate schedule



# Agency Goal/Recommendation

Staff recommends that the Board of Directors approve a contract amendment with CASC Engineering and Consulting (CASC) for on-call surveying and engineering related services for a one-year contract extension through January 1, 2017, for a not-to-exceed total amount of \$250,000.

Capacity Business Goal objective that IEUA will ensure capital projects are designed The master contract amendment is part of the Agency's Wastewater Management and implemented in a timely and economically responsible manner.





### MASTER SERVICES CONTRACT AMENDMENT NUMBER: 4600001356-001 FOR PROVISION OF CONSTRUCTION MANAGEMENT SURVEYING AND RELATED SERVICES

SURVEYING AND RELATED SERVICES				
the Inland Empire Utilities Agency, a Municipal V San Bernardino under and by virtue of the laws "Agency"); and AEI-CASC Engineering, Inc., db Consulting, Inc., with offices located in Colton, C	hisday of,, by and between Vater District, organized and existing in the County of of the State of California (hereinafter referred to as a AEI-CASC Consulting and CASC Engineering and California (hereinafter referred to as "Contractor"), for d related services, and shall revise the Contract as			
term of this Master Services Contract from the 2017, with one (1) one-year Term extension of	Igency hereby exercises its first option to extend the date of the contract execution through to January 1, option remaining, unless agreed to by both parties, an amendment to this Master Services Contract.			
REVISE SECTION 5., <u>INVOICING AND PAYMENT</u> , TO ADD: In compensation for the additional work represented by this Contract Amendment, Agency shall pay Contractor in accordance with the revised hourly fee schedule, which is attached hereto and made a part hereof as Exhibit A, a NOT-TO-EXCEED maximum total of \$1,000,000.000 for all services and expenses. This represents an overall increase of \$250,000.00 to the Contract.				
ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.				
WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above Amendment items, and in doing so have caused this document to become incorporated into the Contract documents.				
INLAND EMPIRE UTILITIES AGENCY:	AEI-CASC ENGINEERING, INC., DBA AEI-CASC CONSULTING AND CASC ENGINEERING AND CONSULTING, INC:			
P. Joseph Grindstaff (Date) General Manager	Richard Sidor (Date) Principal			

Contract Amendment 4600001356-001 (RW)

11/25/2015

Page 1 of 1

### **Exhibit A**



1470 E. Cooley Drive Colton, CA 92324 Office: 909.783.0101 Fax: 909.783.0108

CASC ENGINEERING AND CONSULTING

**RATE SCHEDULE** 

January 1, 2015 - December 31, 2015

Givil Engineering		<u>Planning</u>	
President/Principal Engineer	\$180.00	Planning Director	\$173,00
Director	\$170,00	Senior Program Manager/Technical Specialist	\$165,00
Senior Program Manager/Technica! Specialist	\$165.00	Senior Project Manager - Planning	\$153.00
Program Manager	\$155.00	Project Manager - Planning	\$135.00
Project Manager/Senior Engineer III	\$150.00	Senior Planner (i	\$125.00
Project Manager/Senior Engineer II	\$145.00	Senior Planner I	\$115.00
Project Manager/Senior Engineer	\$140.00	Planner II	\$105.00
Assistant Project Manager	\$135.00	Planner I	\$95,00
Project Engineer	\$130.00	Graphic Artist	\$85,00
Senior Designer II	\$125.00	Associate Planner	\$75,00
Senior Designer I	\$120,00	Planning Aide	\$65.00
Design Engineer II	\$115.00		
Design Engineer I	\$110.00	Landscape Architectures	
Designer II	\$105.00	Licensed Landscape Architect	\$150.00
Designar I	\$100.00	Senior Landscape Designer	\$130.00
CADO Drafter II	\$90,00	Associate Landscape Designer	\$110.00
CADD Drefter I	\$85.00	Assistant Landscape Designer	\$95.00
Technical Aide	\$75.00	Landscape CADD Drafter	\$80.00
Emironmental/Water Quality Services		Construction Management	
Director	\$170,00	Resident Engineer	\$150.00
Senior Program Manager/Technical Specialist	\$165.00	Assistant Resident Engineer	\$155.00
Program Manager	\$155.00	Field Inspector III	\$115.00
Project Manager/Technical Specialist	\$150.00	Field Inspector II	\$100.00
Senior Environmental Analyst/ Scientist III	\$145.00	Field inspector i	\$85.00
Senior Environmental Analyst/ Scientist II	\$140.00	•	
Senior Environmental Analyst/ Scientist I	\$195.00	Surveying and Mapping	
Environmental Analyst/ Scientist III	\$130.00	Licensed Surveyor/ Director	\$170,00
Environmental Analyst/ Scientist II	\$125.00	Senior Survey Project Manager	\$141,00
Environmental Analyst/ Scientist (	\$115.00	Senior Survey Analyst	\$113.00
Staff Analyst/Scientist II	\$105.00	Senior Calculator	\$92.00
Staff Analyst/Scientist I	\$95.00	Survey Analyst II	\$70.00
Staff Assistant II	\$85.00		
Staff Assistant I	\$75.00		
Clerical		Field Survey Crays	
Project Coordinator/Clerical fil	\$80.00	Three Person Survey/GPS Crew	\$226.00
Project Coordinator/Clerical il	\$75.00	Two Person Survey/GPS Crew	\$200.00
Project Coordinator/Clerical !	\$70.00	One Person Survey/GPS Crew	\$195.00
Project Assistant	\$65.00	<del></del>	

Litigation Support and Expert Witness shall be at 2.0 times the above noted hourly rates.

### REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. in-house plots will be bifled at \$6.00 per sheet for each client set and for a final inreview set. 8&W / Color copies: \$0.08 / \$0.90 for 8.5 X 11 and \$0.20 / \$1.20 for 11 X 17.

Rental Faes: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.

In-House Pick-Un and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.

<u>Travel Expenses:</u> includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxl, lodging, and etc. Vehicle mileage will be billed at a rate of \$0.65 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup and survey crews will be billed at \$50 per hour, per 2 man crew.

Per Diem: Per diem for meals for overnight stays will be billed at \$40 per day, per person.

<u>Prevailing Wage</u>: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.28) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

<u>Waiver of Subrogation</u>: When a Waiver of Subrogation for Workman's Compensation Insurance is required by the Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250 per year.

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Miles of Justor of Lesson

11/19/15

Client Initial