

NOTICE OF CANCELLED MEETING

MEETING
OF THE
COMMISSIONERS
OF THE

CHINO BASIN REGIONAL FINANCING AUTHORITY

SCHEDULED TO BE HELD ON

WEDNESDAY, JANUARY 20, 2016
10:00 A.M.

**HAS BEEN CANCELLED DUE TO A
LACK OF BUSINESS TRANSACTIONS**

6075 Kimball Avenue
Chino, CA 91710

NOTICE OF MEETING

**OF THE
BOARD OF DIRECTORS
OF THE**



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**WILL BE HELD ON
WEDNESDAY, JANUARY 20, 2016
10:00 A.M.**

**AT THE OFFICE OF THE AGENCY
6075 KIMBALL AVENUE, BUILDING A
CHINO, CA 91710**



REVISED

AGENDA

**MEETING OF THE
BOARD OF DIRECTORS**

**WEDNESDAY, JANUARY 20, 2016
10:00 A.M.**

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

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

FLAG SALUTE

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. 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 October 7, November 18, and December 16, 2015, Board meetings.

B. GENERAL DISBURSEMENTS REPORT

It is recommended that the Board approve the total disbursements for the month of November 2015, in the amount of \$11,062,357.92.

C. CONTRACT AWARD FOR AS-NEEDED SUPPLY OF PIPE AND HARDWARE ITEMS

It is recommended that the Board:

1. Approve Contract No. 4600002023 to ASAP Industrial Supply of Fontana, California, establishing a three-year contract for the purchase of pipe and steel products (one-year firm-fixed price with two, one-year options); and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contract extensions.

D. RP-4 POWER CENTER ROOF ACCESS CONSTRUCTION CONTRACT AWARD

It is recommended that the Board:

1. Approve the construction contract award for the RP-4 Power Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000; and
2. Authorize the General Manager to execute the contract.

E. RP-1 IMPROVEMENTS PROJECT CONSULTANT CONTRACT AWARD

It is recommended that the Board:

1. Approve the consultant contract award for the design efforts for the Regional Water Reclamation Plant No. 1 (RP-1) Improvements, Project No. EN14019 to RMC Water and Environment for the not-to-exceed amount of \$723,151; and
2. Authorize the General Manager to execute the contract.

2. ACTION ITEMS

A. PROPOSED 2016 FEDERAL AND STATE LEGISLATIVE PRIORITIES

It is recommended that the Board adopt the 2016 Federal and State Legislative Priorities.

B. RP-1/RP-5 EXPANSION PDR CONSULTANT CONTRACT AWARD

It is recommended that the Board:

1. Approve the consulting engineering contract award for the RP-1/RP-5 Expansion Preliminary Design Report (Project No. EN16025, and Project No. EN16028/EN16036) to Parsons Water & Infrastructure Inc., for the not-to-exceed amount of \$2,431,598; and
2. Authorize the General Manager to execute the contract.

C. ADOPTION OF CEQA FOR THE SAN SEVAINE BASIN RMPU IMPROVEMENTS

It is recommended that the Board:

1. Adopt the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for the San Sevaime Basin Recharge Master Plan Update (RMPU) Improvements, Project No. EN13001; and
2. Authorize the General Manager to file the Notice of Determination (NOD) with San Bernardino County Clerk of the Board.

3. INFORMATION ITEMS

A. ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2014/15 MONTHLY UPDATE (POWERPOINT)

B. MWD UPDATE AND DROUGHT UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

C. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

D. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

E. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

F. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

G. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

H. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

I. FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)

J. 2nd QUARTER PLANNING & ENVIRONMENTAL COMPLIANCE UPDATE (POWERPOINT)

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.

4. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT (WRITTEN)

B. MWD REPORT (WRITTEN)

**C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT
(January meeting cancelled. Next meeting scheduled for February 4, 2016.)**

**D. CHINO BASIN WATERMASTER REPORT (WRITTEN)
(December meeting cancelled. Next meeting scheduled for January 28, 2016.)**

5. GENERAL MANAGER'S REPORT (WRITTEN)

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

7. DIRECTORS' COMMENTS

A. CONFERENCE REPORTS

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

8. CLOSED SESSION

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

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

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

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

- C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
 - 1. One (1) Case

- D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL
MATTERS
 - 1. Various Positions – Compensation Study
 - 2. Various Positions.

- E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL
MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - 1. Manager of Internal Audit
 - 2. Board Secretary/Office Manager

9. ADJOURN

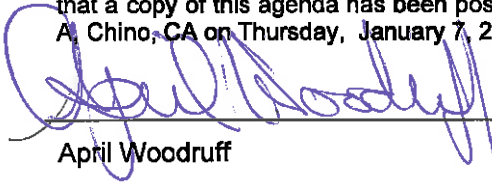
*A Municipal Water District

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

Proofed by: _____

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, January 7, 2016.



April Woodruff

**CONSENT
CALENDAR
ITEM**

1A



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, OCTOBER 7, 2015
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

None

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, Cihigoyenette, Grossberg, & Clouse
Marty Cihigoyenette, Cihigoyenette, Grossberg, & Clouse

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

President Catlin called the meeting to order at 10:02 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

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

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

1. CLOSED SESSION

The Board went into Closed Session at 10:03 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: ONE (1) Case.

The meeting resumed at 12:22 p.m. and General Counsel Jean Cihigoyenette stated that the below-mentioned matter was discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Anticipated Litigation:

One case.

The Board took no reportable action.

With no further business, President Catlin adjourned the meeting at 12:23 p.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: JANUARY 20, 2015



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, NOVEMBER 18, 2015
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

Gene Koopman

STAFF PRESENT:

Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operation/Assistant General Manager
Blanca Arambula, Deputy Manager of Human Resources
Andy Campbell, Deputy Manager of Planning and Environmental Resources
Kathleen Baxter, Supervisor of Contracts & Program Administrator
Kathryn Besser, Manager of External Affairs
Warren Green, Manager of Contracts and Facility Services
Jason Gu, Grants Officer
Sylvie Lee, Manager of Planning and Environmental Resources
Bill Leever, Groundwater Recharge Coordinator
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Dave Mendez, Acting Deputy Manager of Engineering
Serina Pope, External Affairs Specialist I
Stephanie Riley, Executive Assistant
John Scherck, Acting Deputy Manager of Construction Management
Peter Soelter, Senior Internal Auditor
Shaun Stone, Manager of Engineering
Kenneth Tuliau, Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, Cihigoyenette, Grossberg, & Clouse
Marty Cihigoyenette, Cihigoyenette, Grossberg, & Clouse
Robert Touk, Jurupa Community Services District

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

President Catlin called the meeting to order at 10:01 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board.

Jurupa Community Services District's (JCSD) Director of Engineering and Operations Mr. Robert Touk requested to address the Board of Directors. Mr. Touk stated that on behalf of JCSD, he thanked the IEUA Board for their consideration on the Joint IEUA/JCSD Regional Water Recycling Program project. Mr. Touk would like to thank General Manager Mr. Joseph Grindstaff for envisioning the regional benefit of the project. He also extended thanks to Executive Manager of Engineering/AGM Chris Berch, Manager of Planning and Environmental Resourced Sylvie Lee, Manager of Engineering Shaun Stone, and Senior Engineer Jason Pivovarov for some very intensive work over the last five months to get to this point. He stated that JCSD looks forward to the joint project, and again thanked IEUA for the support.

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes, additions or deletion to the agenda.

NEW HIRE INTRODUCTION

Executive Manager of Engineering introduced Ms. Laura Mantilla, hired on October 27, 2015, as an Executive Assistant to the Agency Management team.

Chief Financial Officer/AGM Christina Valencia introduced Mr. Antonio Arrellano, hired on October 12, 2015, as the Safety Analyst in the Human Resources Department.

1. CONSENT CALENDAR

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

Director Elie asked what the revisions were in the revised Consent Calendar Items F (Adoption of Resolution Nos. 2015-11-2 through 4 for the Regional Water Recycling Program) and H (Adoption of Resolutions Nos. 2015-11-8 through 10 for the Recycled Water Inertie Project). Executive Manager of Engineering/AGM Chris Berch responded that there were some minor edits that needed to be made on the Resolutions. There was a mix-up between referencing a Commission for the Chino Basin Financing Authority versus the Board, and the final agreement still had the draft redline edits. He stated that there were no substantive changes.

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

M2015-11-1

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the October 14, 2015, Special Board meeting.
- B. Approved the total disbursements for the month of September 2015, in the amount of \$11,604,862.68.

Continued...

M2015-11-1, continued.

- C. The Board ratified the sole-source purchase of the SAP BusinessObjects analytics tools, including license conversion and the first year's maintenance in the amount of \$99,600.
- D. The Board:
 - 1. Authorized a contact amendment to the competitively-let contract with Waxie Sanitary Supply of Ontario, through November 30, 2017; for the supply and delivery of janitorial and related supplies; and
 - 2. Authorized the Manager of Contracts and Facility Services to execute Contract Amendment No. 4600000672-005
- E. The Board adopted Resolution No. 2015-11-1, amending the 2013 through 2018 MOU for the General Employees' Association, General Unit to allow unit employees assigned to the Inland Empire Regional Composting Authority to work a 4/10 schedule.

**RESOLUTION NO. 2015-11-1
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, APPROVING
AN AMENDMENT TO THE 2013-2018 MEMORANDUM
OF UNDERSTANDING FOR GENERAL UNIT
EMPLOYEES, BY ADOPTING A SIDE LETTER OF
AGREEMENT (for full text, see Resolution Book)**

- F. The Board:
 - 1. Adopted Resolution No. 2015-11-2, authorizing the General Manager to sign and file application and agreement with the State Water Resources Control Board, for the design and construction of the Joint IEUA-JCSD Regional Water Recycling Program;
 - 2. Adopted Resolution No. 2015-11-3, dedicating net revenues for the repayment of SRF loan from the SWRCB for the Project;
 - 3. Adopted Resolution No. 2015-11-4, establishing its intention to apply for the reimbursed of the expenditures related to the construction of the Project; and

Continued...

M2015-11-1, continued.

4. Authorized the General Manager to negotiate an agreement with the Chino Basin Regional Financing Authority that allows IEUA to become the lead agency to apply for the SRF loan and grant on behalf of the CBRFA for the Project, and authorizes IEUA to pay CBRFA its portion of the Project's match share and debt that is incurred by CBRFA as the recipient of the SRF loan and grant.

RESOLUTION NO. 2015-11-2

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

RESOLUTION NO. 2015-11-3

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

RESOLUTION NO. 2015-11-4

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

G. The Board:

1. Adopted Resolution No. 2015-11-5, approving the application for grant funds from the HCF Program, under the California Wildlife Protection Act of 1990; and

Continued...

M2015-11-1, continued.

2. Authorized the General Manager or in his absence, his designee, to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements and amendments, which may be necessary for the completion of the project.

RESOLUTION NO. 2015-11-5
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM (for full text, see Resolution Book)

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

RESOLUTION NO. 2015-11-8
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING A FINANCING AGREEMENT WITH THE CHINO BASIN REGIONAL FINANCING AUTHORITY AND DEDICATING CERTAIN REVENUES IN CONNECTION WITH A STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE CITY OF POMONA, MONTE VISTA WATER DISTRICT, AND INLAND EMPIRE UTILITIES AGENCY RECYCLED WATER INTERTIE PROJECT (for full text, see Resolution Book)

Continued...

RESOLUTION NO. 2015-11-9

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

RESOLUTION NO. 2015-11-10

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

G. The Board:

1. Approved the commissioning contract award to Heery International, Inc. for the Lab, Project No. EN15008, for the not-to-exceed amount of \$59,884; and
2. Authorized the General Manager to execute the contract.

H. The Board:

1. Approved an MOU for Sponsored CivicSpark Fellow with the Local Government Commission; and
2. Authorized the General Manager to execute said MOU.

I. The Board:

1. Approved the Purchase and Sale Agreement with SLPR, LLC for the East Declerz property; and
2. Authorized the General Manager to execute the agreement.

Continued...

M2015-11-1, continued.

J. The Board:

1. Approved the Term Sheet between IEUA and JCSD for the development of a RW Interconnection; and
2. Authorized the General Manager to make non-substantive changes and execute the final Term Sheet.

K. The Board:

1. Approved the consulting engineering services contract award for the design efforts for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, to the most qualified consultant, for the not-to-exceed amount of \$424,198; and
2. Authorized the General Manager to execute the contract.

2. ACTION ITEMS

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

Grants Officer Jason Gu stated that the "Planning Only" SRF loan is a new program from the State Water Resources Control Board (SWRCB). Upon completion of the planning and design, a "Planning Only" SRF loan can be rolled into a subsequent grant/loan agreement for a 30-year term.

Mr. Gu reported that the Agency is submitting a "Planning Only" SRF loan application to the SWRCB for IEUA's RP-1/RP-5 Expansion Preliminary Design (PDR) Project. The PDR project is scheduled to start in early 2016. It consists of 3 separate volumes: RP1-Liquids and Solids Treatment Expansion, RP-5 Liquids Treatment Expansion, and RP-5 Solids handling Facility. The construction of the RP-5 Expansion is scheduled to start in early 2017, upon completion of the PDR project.

The State requires two Resolutions:

1. Resolution No. 2015-11-6, authorizes the Agency to apply for the SRF loan and execute an SRF loan agreement with the SWRCB; and
2. Resolution No. 2015-11-7, pledges revenue from the wastewater fund to repay the SRF loan.

Mr. Gu stated that the PDR project has an adopted budget of \$3 million. The SRF loan application applies for \$3 million, at an interest rate of approximately 1.8%. If a subsequent construction grant/loan agreement is submitted, the "Planning Only" SRF loan term will be extended for 30 years.

He said staff is recommending that the Board of Directors adopt two Resolutions authorizing the Agency to submit a "Planning Only" SRF loan application for this Project.

Director Elie noted that the reason this item did not go on Consent Calendar is because this project is so important for the planning, and the full Board did not have the opportunity to hear the presentation when it was presented to the Committee.

He also recognized Mr. Jason Gu and his team for their tireless work, and for Mr. Gu's personal sacrifices that he has chosen to make to complete this grant application. Director Elie noted that the hard work does not go unnoticed, and is very much appreciated by the entire Board.

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

M2015-11-2

MOVED, to:

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

RESOLUTION NO. 2015-11-6
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE REGIONAL PLANT NO. AND REGIONAL PLANT NO. 5 EXPANSION PRELIMINARY DESIGN REPORT PROJECT *(for full text, see Resolution Book)*

RESOLUTION NO. 2015-11-7
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, DEDICATING CERTAIN REVENUES FOR THE REPAYMENT OF STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE REGIONAL PLANT NO. 1 AND REGIONAL PLANT NO. 5 EXPANSION PRELIMINARY DESIGN REPORT PROJECT *(for full text, see Resolution Book)*

3. INFORMATION ITEMS

A. EL NINO PREPARATION

Manager of Maintenance Kenneth Tuliau provided a PowerPoint presentation on the Agency's El Nino preparation. He provided a history of 1997 El Nino impact to the Agency's facilities. Mr. Tuliau highlighted Agency's steps taken in preparation for the imminent El Nino event. These include establishing an Emergency Operation Center;

checking storm water pumps; staging sand bags, cleaning drains and gutters, prepare for utilizing lagoons and bypass options; GWR maintenance, restoring basin infiltration; inspecting and maintaining the rubber dam; establishing stakeholder communications; plugging the manhole pickholes and ensuring readiness of vehicles; completing inventory and operational tests of IEUA portable equipment; verifying point of contact for all regional contracting agencies; and scheduling meetings with Mutual Aid partners.

The Board requested that El Nino update be provided on the monthly basis through the General Manager's Report; however, if there are any significant developments, the Board would like a full presentation at the Board meeting.

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE

Manager of Engineering Shaun Stone gave a PowerPoint presentation on the Engineering and Construction Management monthly update. He reported that the Water Quality Laboratory is at 85% design, and there is a third party constructability review currently taking place. Mr. Stone reported that the pre-qualification of contractors has been sent out and the Agency only received 4 responses. He noted that staff will utilize Planet Bid network to expand the pool. Mr. Stone reported that the staff is working with departments to develop the functional needs for the Conference Room Audio-Visual (AV) Upgrade Project. He stated that the next step is to select a technical consultant. Mr. Stone reported that regarding SCADA Enterprise System CCWRF Project, the system is currently operating the plants. He reported that staff is preparing to begin construction on the Collection/NRW System Manhole Upgrades. He stated that this project is to replace frame and covers for existing manholes located on various public right-of-ways and private easements. Regarding the Agency-wide HVAC Improvement, Package No. 3 Project, Mr. Stone reported that staff is waiting for long lead items. The current activities on the Chino Creek Invert Repair are completion of the repairs of uplifted slab areas, and a memo was sent to USACE requesting a determination on the temporary and permanent repairs. Mr. Stone concluded his report by mentioning that the Philadelphia Pump Station Upgrades resulted in a cost savings for ferric chloride dosing of an estimated \$60K to \$70K per year, and the Montclair List Station Upgrades resulted in a labor savings of \$84K per year.

C. MWD AND DROUGHT UPDATE

Executive Manager of Engineering/AGM Chris Berch shared a couple of key slides that were presented at MWD committee and Board meetings. Mr. Berch gave an overview of the status of the state water supply. He stated that water supply is below the average for the month; however, the snow pack in the southern sierras is slightly above average for the year. Mr. Berch stated that MWD is tracking at about a 25 percent reduction in sales, about 10 percent less than the target of 15 percent. This reduction in sales is at the lowest point since the 1980's. He stated that in regards to the Water Supply Allocation Plan that was implemented, IEUA is well within limits with reductions over 25 percent in our region. MWD stopped accepting applications for the turf removal rebate wait list; however, it is believed that those already on the wait list will be processed. Mr. Berch went over graphic slides regarding the El Nino probability and impacts. Mr. Berch stated that MWD is looking at purchasing up to 20,000 acres of property in the Bay-Delta area. This is strategic in the fact that a few of the properties are located within the proposed area of the tunnels. In closing, he stated that our Grants Officer, Jason Gu is working with MWD to provide his advice and expertise in grants.

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

D. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

- E. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- F. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)
- G. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)
- H. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)
- I. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)
- J. STATE LEGISLATION MATRIX (WRITTEN)
- K. FEDERAL LEGISLATION MATRIX (WRITTEN)
- L. WATER CONNECTION FEE UPDATE (POWERPOINT)
- M. 2014/15 RECYCLED WATER ANNUAL REPORT(WRITTEN)
- N. 1ST QUARTER PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE (WRITTEN)
- O. FY 2014/15 IEUA ANNUAL WATER-USE EFFICIENCY PROGRAMS (WRITTEN/POWERPOINT)

4. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

President Catlin reported that at the November 17 SAWPA meeting, one of the main topics was the adjustment of the brine line disposal charges, it was decided that this adjustment would be continued only on an annual basis starting in July. SAWPA approved a contract with West Coast Advisors, the firms were interviewed by a few of the commissioners. He stated that a contract is being negotiated with Paul Brown to interview the SAWPA commissioners regarding goals and objectives, to formalize the Agency's mission statement. A future item was requested by the Chair Tom Evans regarding the SARCA implementation, requesting that the General Managers come together to discuss. The first meeting in December will be cancelled. Director Hall was also in attendance at the SAWPA meeting, she stated that the General Manager of SAWPA is looking to hire two new staff members to assist in grant funding applications.

B. MWD REPORT

Director Camacho stated that there have been a number of ongoing items with MWD, one of which being the purchase of 20,000 acres of property in the Bay-Delta area. He had nothing further to report.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

President Catlin reported that there was a Special Joint meeting of the Inland Empire Utilities Agency Board and the Regional Policy Committee on November 4.

D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that the meeting will be held November 19th due to the Thanksgiving Holiday. Discussions are still ongoing regarding the safe-yield, the hearing is scheduled for December 18th. Thus far, no objections have been filed. He stated that the topic of governance is also ongoing, indicating that members of the appropriate

pool believe that the nine member board should be altered; however, they have not articulated what alterations are needed.

5. GENERAL MANAGER'S REPORT

The General Manager's Report was received and filed by the Board.

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

None.

7. BOARD OF DIRECTORS' COMMENTS

Director Hall attended the San Bernardino County Special Districts Dinner, as well as the presentation at the Fontana Chamber of Community Leaders. She also attended the ribbon cutting ceremony of the Duncan Canyon Interchange Overpass.

Director Elie attended the MWD inspection trip on November 6 through 8, it was a phenomenal experience. He also traveled to Washington D.C in October for legislative purposes with the General Manager and Manager of External Affairs, meeting with congress representatives, senior staff, and other policy makers.

Director Camacho attended the WELL conference in October educating local officials of local water issues. He also attended the Three Valleys MWD leadership breakfast in October, and the MWD inspection trip in November. Director Camacho thanked Mr. Grindstaff for his presentation and Director Elie for his attendance and support. Director Camacho attended a conference in Salt Lake City, Utah for the American Association of Water Quality and Technology in November.

President Catlin attended the Three Valleys MWD leadership breakfast in October; the prop 1 funding was discussed in relation to storage agreements with the delta.

8. CLOSED SESSION

The Board went into Closed Session at 11:45 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One (1) Case; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study, (2) Various Positions.

The meeting resumed at 11:50 a.m. and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

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

Martin vs. IEUA, Case No. CIVRS 1000767

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

The Board did not discuss.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

With no further business, President Catlin adjourned the meeting at 11:51 a.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: JANUARY 20, 2016



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, DECEMBER 16, 2015
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

Gene Koopman

STAFF PRESENT:

Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operation/Assistant General Manager
Rosemary Alvarado, Supervisor of Contracts and Program Administration
Angel Anguiano, Intern Staff
Blanca Arambula, Deputy Manager of Human Resource
Sharmeen Bhojani, Manager of Human Resources
Kathryn Besser, Manager of External Affairs
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Supervisor of Environmental Compliance and Energy
Andy Campbell, Deputy Manager of Planning and Environmental Resources
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Lucia Diaz, Facilities Program Supervisor
Warren Green, Manager of Contracts and Facility Services
Randy Lee, Manager of Operations
Suresh Malkani, Principal Accountant
Jason Marseilles, Acting Senior Engineer
Dave Mendez, Acting Deputy Manager of Engineering
Jason Pivovaroff, Senior Engineer
Jesse Pompa, Senior Associate Engineer - PE
Serina Pope, External Affairs Specialist I
John Scherck, Acting Deputy Manager of Construction Management
Peter Soelter, Senior Internal Auditor
Shaun Stone, Manager of Engineering
Kenneth Tuliau, Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenetché, Cihigoyenetché, Grossberg, & Clouse
Nitin Patel, White Nelson Diehl Evans

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

President Catlin called the meeting to order at 10:18 a.m., and he dispensed with the pledge of allegiance to the flag. A quorum was present.

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

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes, additions or deletion to the agenda.

NEW HIRE INTRODUCTION

Executive Manager of Operations Ernest Yeboah introduced Mr. Randy Lee, re-hired on December 7, 2015, as the Manager of Operations.

Executive Manager of Engineering Chris Berch introduced Mr. Jerry Burke, hired on December 14, 2015, as the Deputy Manager of Engineering.

The Board of Directors welcomed Messrs. Randy Lee and Jerry Burke to the IEUA team.

1. CONSENT CALENDAR

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

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

M2015-12-1

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the November 4, 2015, Joint IEUA Board and Regional Policy Committee meeting.
- B. Approved the total disbursements for the month of September 2015, in the amount of \$12,342,322,01.
- C. The Board:
 - 1. Approved 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. Authorized the Manager of Contracts and Facilities Services to execute the contract.

Continued...

M2015-12-1, continued.

D. The Board:

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

E. The Board:

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

F. The Board:

1. Approved 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. Authorized the General Manager to execute the contract.

G. The Board:

1. Approved 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. Authorized the General Manager to execute the contract amendment.

H. The Board:

1. Approved 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. Authorized the General Manager, or in his absence, his designee to execute the contract amendment.

2. ACTION ITEMS

A. IEUA FISCAL YEAR 2014/15 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Manager of Internal Audit Teresa Velarde gave an overview of the financial reporting requirements. Ms. Velarde stated the White Nelson Diehl Evans, the Agency's external auditor has reviewed the CAFR and issued an unmodified opinion, which is the best type of audit opinion you can receive. Ms. Velarde also provided an overview of the Internal Audit Departments role within auditing the CAFR, stating that they reviewed and audited the report for mathematical accuracy, completeness, and review of the continued disclosure documents. Nitin Patel of WNDE, gave a short presentation on the opinions issued to the Agency. Manager of Finance and Accounting Javier Chagoyen-Lazaro presented a PowerPoint presentation on the FY 2014/15 CAFR. Mr. Lazaro highlighted the changes in CAFR reporting due to the implementation of the new GASB Statement No. 68 Accounting and Financial Reporting for Pensions, and the amendment to GASB Statement No. 27. Mr. Lazaro also provided a highlight of the reinstatement of the imported water pass-through purchases and sales within the financial statements, and the early retirement of the 2005A bonds and new SRF loans for the central and southern area recycled water projects. He stated that the external auditor issued an unqualified clean opinion and a significant deficiency. The deficiency was identified in the internal control related to the reclassification of project costs between capitals and operating expenses. A significant deficiency is less severe than a material weakness. Mr. Lazaro provided an overview of the changes in the operating and non-operating activities. Lastly, Mr. Lazaro stated that there was a decrease of \$16.9 million within the FY 2014/15 cash position, primarily due to the early defeasance of the 2005A revenue bonds and payments toward the long-term pension obligations.

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

M2015-12-2

MOVED, to:

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. AUTHORIZING THE SUBSTITUTION OF THE LETTER OF CREDIT (LOC) PROVIDER FOR THE 2008B VARIABLE RATE DEMAND BONDS

This item was presented to the Chino Basin Regional Financing Authority on December 16, 2015, which was held prior to the IEUA Board meeting, and there was no further discussion on this item.

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

M2015-12-3

MOVED, to adopt Resolution No. 2015-12-1, authorizing the substitution of the LOC provide for the Variable Rate Demand Revenue Refunding Bonds (Inland Empire Utilities Agency), Series 2008B, for a not-to-exceed amount of \$44,060,000.
Continued...

M2015-12-3, continued.

RESOLUTION NO. 2015-12-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING A REPLACEMENT CREDIT FACILITY FOR THE CHINO BASIN REGIONAL FINANCING AUTHORITY VARIABLE RATE DEMAND REVENUE REFUNDING BONDS (INLAND EMPIRE UTILITIES AGENCY), SERIES 2008b AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTS IN CONNECTION THEREWITH (for full text, see Resolution Book)

C. CONTRACT AWARD FOR THE REGIONAL WATER RECYCLING NO. 1 LAWN CONVERSION IMPROVEMENT

Facilities Program Supervisor Lucia Diaz gave a PowerPoint presentation on the RP-1 lawn conversion improvements contract award. The scope of work includes the removal of approximately 5.77 acres of existing turf. The landscape design will be similar to what was installed at RP-5. A total of 200 contractors received the request for proposal (RFP), four contractors participated in the mandatory job walk, three proposals were submitted; however, only two proposals were responsive to the RFP. She stated that Conserve Landcare, Inc. was the lowest bid at \$319,200. This project is eligible for the MWD institutional turf removal rebate for a total of \$502,966.

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

M2015-12-4

MOVED, to:

1. Approve the landscape services contract for the 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. JANITORIAL MAINTENANCE SERVICES CONTRACT AWARD

Facilities Program Supervisor Lucia Diaz gave a presentation on the contract award for janitorial services to Priority Building Services, LLC. The RFP was received by a total of 70 prospective contractors, a total of ten contractors participated in the job-walk, and four submitted proposals. She stated that the review committee recommended to go with the second lowest bidder, as opposed to the lowest bidder in this case due to the fact that the lowest bidders proposal was not comprehensive and did not meet the committees minimum scoring standards to move on to the committees interview process. Ms. Diaz stated that general counsel has reviewed the recommendation as provided.

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

M2015-12-4

MOVED, to:

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

3. INFORMATION ITEMS

A. MWD UPDATE

Senior Engineer Jason Pivovaroff gave a presentation on MWD. He provided a monthly recap of December, stating that the initial State Water Project (SWP) allocation was set at ten percent, which means MWD would get just under 200 AF of SWP water deliveries. The sierra snowpack is currently 85 percent of normal, or approximately 6 inches of water depth. Overall, deliveries for this year are 25 percent lower than last fiscal year, well within the Agencies water allocation reductions currently set at 15 percent. Mr. Pivovaroff provided an overview of the MWD 2015 Integrated Resource Plan targets and approaches.

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

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE

C. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

D. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

E. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

F. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

G. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

H. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

I. FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)

J. PARTICIPATION IN THE CALIFORNIA ASSET MANAGEMENT PROGRAM (WRITTEN)

K. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY FISCAL YEAR 2014/15 ANNUAL FINANCIAL REPORT (WRITTEN)

L. FIRST QUARTER BUDGET VARIANCE REPORT FOR FISCAL YEAR 2015/16 (WRITTEN)

- M. UPDATES FOR THE AUDIT COMMITTEE AND THE INTERNAL AUDIT DEPARTMENT CHARTERS (WRITTEN)
- N. REGIONAL CONTRACT REVIEW FINAL REPORT (WRITTEN)
- O. INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR DECEMBER 2015 (WRITTEN)
- P. RP-2 & RP-5 PROJECT DESIGN REPORT REQUEST FOR PROPOSAL UPDATE (WRITTEN)

4. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

President Catlin reported that Director Hall and he attended the SAWPA Commission meeting on December 15. He reported that the Commission authorized General Manager Celeste Cantu to fill the position of a Grant Administrator to conduct grant implementation and monitoring.

B. MWD REPORT

Director Camacho had nothing further to report.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

(December and January meeting was cancelled. Next meeting scheduled for February 4, 2016)

D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that the Safe Yield discussion is still ongoing, no meeting was held for the month of December.

5. GENERAL MANAGER'S REPORT

The General Manager's Report was received and filed by the Board.

General Manager Joseph Grindstaff reported that the Agency received a new permit from the Regional Board for our wastewater plants, the significant change is the addition of new monitoring requirements. Staff is investigating into where dioxin comes from and what changes may need to be implemented to meet this new regulation. Mr. Grindstaff stated that the Agency has received proposals for the preliminary design report (PDR) on the expansion of RP-5 and RP-1, and the moving of RP-2. Mr. Grindstaff announced that Executive Manager of Operations/AGM will be retiring in January.

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

None.

7. BOARD OF DIRECTORS' COMMENTS

Director Camacho commented that he attended the ACWA Conference on December 2-4, 2015.

Director Elie reported that he also attended the ACWA Conference in December. He commented that he participated in the Calaveras County tour of the Agency's facilities on November 30. He mention that the will be a great opportunity for the Calaveras County and the Agency.

Director Hall also attended the ACWA Conference in December.

President Catlin attended the ACWA Conference on December 2-3, and the BIA Charity Gala on December 3, where he accepted the BIA Good Governance Award on behalf of the Agency. He also participated in the Calaveras County tour of the Agency on November 30.

8. CLOSED SESSION

The Board went into Closed Session at 10:55 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One (1) Case; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study, (2) Various Positions; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit, (2) Board Secretary/Office Manager

The meeting resumed at 11:37a.m. and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

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

Martin vs. IEUA, Case No. CIVRS 1000767

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

The Board did not discuss.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

Regarding Personnel Matters – Public Employee Performance Evaluation

Manager of Internal Audit

Board Secretary/Office Manager

With no further business, President Catlin adjourned the meeting at 11:38 a.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: JANUARY 20, 2016


**CONSENT
CALENDAR
ITEM**


1B


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (1/13/16)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of November 2015, in the amount of \$11,062,357.92.

BACKGROUND

November disbursement activity includes vendor payments (check numbers 211323-211723) of \$4,393,339.08 and workers compensation payments (check numbers 04343-04373) of \$9,939.91. The total amount of ACH and wire transfer payments is \$6,656,799.28, which includes payroll taxes in the amount of \$948,313.43. The total employee pay was \$1,302,048.12. The total pay for the Board of Directors was \$3,620.39.

| Payment Type | | Transactions | Total Amount |
|-----------------------|--------------------|--------------|------------------------|
| Check | Vendors | 400 | 4,393,339.08 |
| | Workers-Comp | 31 | 9,939.91 |
| | Payroll-Directors' | 3 | 2,279.65 |
| | Payroll-Others | 0 | 0.00 |
| Subtotal Check | | 434 | \$4,405,558.64 |
| ACH | | 136 | \$2,022,173.99 |
| Wire Transfer | Payroll-Net Pay | 2 | 1,302,048.12 |
| | Payroll-Directors' | 1 | 1,340.74 |
| | Others | 17 | 3,331,236.43 |
| Subtotal Wires | | 20 | \$4,634,625.29 |
| TOTAL | | 590 | \$11,062,357.92 |

Report on General Disbursements

January 20, 2016

Page 2

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

| Vendor | Amount | Description |
|-------------------------|-----------------|---|
| MWD | \$ 1,644,476.56 | September 2015 Water Purchase |
| Technical Systems, Inc. | \$ 907,357.82 | EN13016-10/15 SCADA Enterprise System Pay Est 8 |
| CDA | \$ 854,253.17 | Pass Thru: 2/15-4/15 MWD Rbt,USBR#1 Grant |
| IRS | \$ 793,744.34 | P/R 22,23,24,Dir 011 Taxes |
| CalPERS | \$ 726,063.94 | P/R 22,23 PERS Contribution,11/15 Health Ins |

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

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

| Check | Check number from to | Payment | Start date | Ctry | Amount paid (P.) | Recipient/Void reason Code | Trunc /void |
|--------|----------------------|------------|------------|-----------|--|----------------------------|-------------|
| 211323 | 2200070630 | 11/05/2015 | USD | 398.96 | 10-8 RETROFIT INC ONTARIO CA | 11/16/2015 | |
| 211324 | 2200070571 | 11/05/2015 | USD | 33,586.10 | ABERZEN USA CORPORATION PHILADELPHIA PA | 11/12/2015 | |
| 211325 | 2200070552 | 11/05/2015 | USD | 2,367.25 | AIRGAS WEST INC PASADENA CA | 11/20/2015 | |
| 211326 | 2200070595 | 11/05/2015 | USD | 126.99 | ALLSTAR FIRE EQUIPMENT INC ARCADIA CA | 11/12/2015 | |
| 211327 | 2200070606 | 11/05/2015 | USD | 858.97 | ALTA FOODCRAFT COFFEE ORANGE CA | 11/16/2015 | |
| 211328 | 2200070597 | 11/05/2015 | USD | 400.00 | AMP MECHANICAL INC COSTA MESA CA | 11/12/2015 | |
| 211329 | 2200070558 | 11/05/2015 | USD | 305.20 | APPLBONE EMPLOYMENT SERVICES GLENDALE CA | 11/12/2015 | |
| 211330 | 2200070577 | 11/05/2015 | USD | 270.00 | BABCOCK LABORATORIES, INC RIVERSIDE CA | 11/12/2015 | |
| 211331 | 2200070673 | 11/05/2015 | USD | 267.38 | BOUGHAN, ARIN CHINO HILLS CA | 11/12/2015 | |
| 211332 | 2200070643 | 11/05/2015 | USD | 1,361.15 | BURRTEC WASTE INDUSTRIES INC BUENA PARK CA | 11/13/2015 | |
| 211333 | 2200070576 | 11/05/2015 | USD | 2,096.00 | BUTIER ENGINEERING INC TUSTIN CA | 11/10/2015 | |
| 211334 | 2200070688 | 11/05/2015 | USD | 248.39 | BUTLER, MICHAEL CHINO HILLS CA | 11/18/2015 | |
| 211335 | 2200070563 | 11/05/2015 | USD | 164.00 | CALIF WATER ENVIRONMENT ASSOC OAKLAND CA | 11/23/2015 | |
| 211336 | 2200070596 | 11/05/2015 | USD | 6,000.00 | CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA | 11/12/2015 | |
| 211337 | 2200070619 | 11/05/2015 | USD | 12,511.53 | CALIFORNIA WATER TECHNOLOGIES, PASADENA CA | 11/12/2015 | |
| 211338 | 2200070665 | 11/05/2015 | USD | 287.27 | CAMACHO, MICHAEL CHINO HILLS CA | 11/13/2015 | |
| 211339 | 2200070663 | 11/05/2015 | USD | 62.10 | CAMPOS, JESSE CHINO HILLS CA | 11/24/2015 | |
| 211340 | 2200070582 | 11/05/2015 | USD | 16,709.50 | CASC ENGINEERING AND CONSULTING COLTON CA | 11/10/2015 | |
| 211341 | 2200070564 | 11/05/2015 | USD | 957.12 | CHINO BASIN WATER CONSERVATION MONTCLAIR CA | 11/12/2015 | |
| 211342 | 2200070542 | 11/05/2015 | USD | 2,310.44 | CONSUMERS PIPE & SUPPLY CO FONTANA CA | 11/10/2015 | |
| 211343 | 2200070638 | 11/05/2015 | USD | 22,204.19 | COUNTY OF SAN BERNARDINO SAN BERNARDINO CA | 11/13/2015 | |
| 211344 | 2200070652 | 11/05/2015 | USD | 190.00 | CUNNINGHAM, RICHARD CHINO HILLS CA | 11/12/2015 | |
| 211345 | 2200070620 | 11/05/2015 | USD | 12,361.03 | CYBER COMPUTERS INC IRVINE CA | 11/13/2015 | |
| 211346 | 2200070688 | 11/05/2015 | USD | 50.00 | DAVID WHEELER'S PEST CONTROL, NORCO CA | 11/16/2015 | |
| 211347 | 2200070562 | 11/05/2015 | USD | 561.50 | DELL MARKETING L P PASADENA CA | 11/12/2015 | |
| 211348 | 2200070632 | 11/05/2015 | USD | 4,800.00 | DESIGN FOR SCIENCE INC CARLSBAD CA | 11/12/2015 | |
| 211349 | 2200070645 | 11/05/2015 | USD | 350.00 | DOAN, KHANH V CHINO HILLS CA | 12/02/2015 | |
| 211350 | 2200070578 | 11/05/2015 | USD | 49,091.95 | DUDEK & ASSOCIATES INC ENCINITAS CA | 11/12/2015 | |
| 211351 | 2200070609 | 11/05/2015 | USD | 27,640.00 | E R BLOCK PLUMBING INC RIVERSIDE CA | 11/12/2015 | |
| 211352 | 2200070614 | 11/05/2015 | USD | 1,769.53 | ELECTRO-CHEMICAL DEVICES, INC IRVINE CA | 11/12/2015 | |
| 211353 | 2200070615 | 11/05/2015 | USD | 1,500.00 | EPI-USE AMERICA INC ATLANTA GA | 11/12/2015 | |
| 211354 | 2200070550 | 11/05/2015 | USD | 350.00 | ESCOBAR, MARY CHINO HILLS CA | 11/17/2015 | |
| 211355 | 2200070613 | 11/05/2015 | USD | 5,755.00 | EUROFINS EATON ANALYTICAL, INCORPORATED TX | 11/10/2015 | |
| 211356 | 2200070627 | 11/05/2015 | USD | 5,116.93 | FHASKY & WAFF LLP MANHATTAN BEACH CA | 11/16/2015 | |
| 211357 | 2200070544 | 11/05/2015 | USD | 2,114.54 | FISHER SCIENTIFIC LOS ANGELES CA | 11/09/2015 | |
| 211358 | 2200070651 | 11/05/2015 | USD | 264.57 | FLORIO, JONATHAN D CHINO HILLS CA | 11/12/2015 | |
| 211359 | 2200070561 | 11/05/2015 | USD | 955.88 | FLUID COMPONENTS INTERNATIONAL SAN MARCOS CA | 11/12/2015 | |
| 211360 | 2200070641 | 11/05/2015 | USD | 551.64 | FONTANA WATER COMPANY FONTANA CA | 11/13/2015 | |
| 211361 | 2200070654 | 11/05/2015 | USD | 57.50 | FRESQUEZ, ADRIAN CHINO HILLS CA | 11/18/2015 | |
| 211362 | 2200070555 | 11/05/2015 | USD | 1,856.35 | GRAINGER PALATINE IL | 11/10/2015 | |
| 211363 | 2200070598 | 11/05/2015 | USD | 270.00 | GRAPHIC DETAILS INC CHINO CA | 11/12/2015 | |
| 211364 | 2200070560 | 11/05/2015 | USD | 397.14 | GROTH CORPORATION ST LOUIS MO | 11/12/2015 | |
| 211365 | 2200070647 | 11/05/2015 | USD | 249.99 | GUARDIANO, GARY CHINO HILLS CA | 11/23/2015 | |
| 211366 | 2200070584 | 11/05/2015 | USD | 1,017.01 | HACH COMPANY CHICAGO IL | 11/12/2015 | |

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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

| Check | Check number | From to | Payment | Post date | Crry | Ammnt paid (FC) | Recipient/vendor name | Area /void |
|--------|--------------|---------|------------|-----------|-----------|---|-----------------------|------------|
| 211367 | 2200070671 | | 11/05/2015 | USD | 76.01 | FALL, JASMIN CHINO HILLS CA | 11/16/2015 | |
| 211368 | 2200070545 | | 11/05/2015 | USD | 419.81 | HARRINGTON INDUSTRIAL PLASTICS CHINO CA | 11/12/2015 | |
| 211369 | 2200070546 | | 11/05/2015 | USD | 384.77 | HOME DEPOT CREDIT SERVICES DES MOINES IA | 11/12/2015 | |
| 211370 | 2200070656 | | 11/05/2015 | USD | 38.87 | HUBER, JENNIFER CHINO HILLS CA | 11/27/2015 | |
| 211371 | 2200070547 | | 11/05/2015 | USD | 356.44 | JOHNSON POWER SYSTEMS LOS ANGELES CA | 11/12/2015 | |
| 211372 | 2200070611 | | 11/05/2015 | USD | 312.00 | KIM'S MASTER AUTO REPAIR CHINO CA | 11/17/2015 | |
| 211373 | 2200070616 | | 11/05/2015 | USD | 1,024.00 | KINETIC PERSONNEL GROUP, INC RIVERSIDE CA | 11/24/2015 | |
| 211374 | 2200070660 | | 11/05/2015 | USD | 151.00 | KING, JUDITH CHINO HILLS CA | 12/09/2015 | |
| 211375 | 2200070649 | | 11/05/2015 | USD | 23.92 | KLING, WANDA CHINO HILLS CA | 11/12/2015 | |
| 211376 | 2200070622 | | 11/05/2015 | USD | 71,339.73 | LAW OFFICE OF MICHAEL R. NEBENZCALABASAS CA | 11/12/2015 | |
| 211377 | 2200070636 | | 11/05/2015 | USD | 15,000.00 | LAW OFFICES OF BRAD HUSEN CORONA CA | 11/12/2015 | |
| 211378 | 2200070661 | | 11/05/2015 | USD | 190.00 | LETULLE, CHANDER CHINO HILLS CA | 11/08/2015 | |
| 211379 | 2200070631 | | 11/05/2015 | USD | 4,303.24 | LION PRESS MARKETING RANCHO CUCAMONGA CA | 11/10/2015 | |
| 211380 | 2200070558 | | 11/05/2015 | USD | 130.80 | MAG. SYSTEMS INC MONROVIA CA | 11/18/2015 | |
| 211381 | 2200070634 | | 11/05/2015 | USD | 1,201.43 | MAIN GRAPHICS IRVINE CA | 11/13/2015 | |
| 211382 | 2200070602 | | 11/05/2015 | USD | 240.72 | MARS ENVIRONMENTAL INC ANAHEIM CA | 11/16/2015 | |
| 211383 | 2200070635 | | 11/05/2015 | USD | 100.00 | MARTINEZ, TRISHA MONTCLAIR CA | 11/12/2015 | |
| 211384 | 2200070569 | | 11/05/2015 | USD | 1,452.14 | MCMASTER-CARR SUPPLY CO CHICAGO IL | 11/12/2015 | |
| 211385 | 2200070653 | | 11/05/2015 | USD | 350.00 | MELTON, JOSEPH CHINO HILLS CA | 11/12/2015 | |
| 211386 | 2200070599 | | 11/05/2015 | USD | 18,876.50 | MEYERS AVE OAKLAND CA | 11/10/2015 | |
| 211387 | 2200070617 | | 11/05/2015 | USD | 4,809.40 | MICROAGE PHOENIX AZ | 11/12/2015 | |
| 211388 | 2200070570 | | 11/05/2015 | USD | 1,269.98 | MIDPOINT BEARING ONTARIO CA | 11/09/2015 | |
| 211389 | 2200070593 | | 11/05/2015 | USD | 139.96 | MOORE FENCE COMPANY INC PERRIS CA | 11/12/2015 | |
| 211390 | 2200070658 | | 11/05/2015 | USD | 350.00 | MORGAN-PERALES, LISA CHINO HILLS CA | 11/16/2015 | |
| 211391 | 2200070624 | | 11/05/2015 | USD | 1,820.00 | MSO TECHNOLOGIES INC THOUSAND OAKS CA | 11/13/2015 | |
| 211392 | 2200070579 | | 11/05/2015 | USD | 1,710.00 | NATIONAL BUSINESS INVESTIGATION MURKETA CA | 11/10/2015 | |
| 211393 | 2200070590 | | 11/05/2015 | USD | 995.10 | NATIONAL CONSTRUCTION RENTALS PACOIMA CA | 11/12/2015 | |
| 211394 | 2200070669 | | 11/05/2015 | USD | 350.00 | NGUYEN, LONG F CHINO HILLS CA | 11/16/2015 | |
| 211395 | 2200070646 | | 11/05/2015 | USD | 86.25 | NOEL, STEVE CHINO HILLS CA | 11/12/2015 | |
| 211396 | 2200070664 | | 11/05/2015 | USD | 84.18 | O'BRIEN, MICHELLE CHINO HILLS CA | 11/25/2015 | |
| 211397 | 2200070543 | | 11/05/2015 | USD | 1,193.61 | OFFICE DEPOT LOS ANGELES CA | 11/09/2015 | |
| 211398 | 2200070594 | | 11/05/2015 | USD | 23,661.54 | OLIN CORP ATLANTA GA | 11/10/2015 | |
| 211399 | 2200070628 | | 11/05/2015 | USD | 34,565.31 | OMNIPARTH INC ARLINGTON VA | 11/13/2015 | |
| 211400 | 2200070559 | | 11/05/2015 | USD | 226.80 | ONTARIO FIRE EXTINGUISHER CO ONTARIO CA | 11/25/2015 | |
| 211401 | 2200070573 | | 11/05/2015 | USD | 14,596.38 | ONTARIO-MONTCLAIR SCHOOL DIST ONTARIO CA | 11/12/2015 | |
| 211402 | 2200070648 | | 11/05/2015 | USD | 350.00 | PELLAY, GARY J CHINO HILLS CA | 11/16/2015 | |
| 211403 | 2200070554 | | 11/05/2015 | USD | 179.06 | PETTY CASH EXPENDITURES CHINO CA | 11/23/2015 | |
| 211404 | 2200070667 | | 11/05/2015 | USD | 99.00 | PIVVAROFF, JASON CHINO HILLS CA | 11/13/2015 | |
| 211405 | 2200070585 | | 11/05/2015 | USD | 1,326.24 | PLUMBERS DEPOT INC HAWTHORNE CA | 11/13/2015 | |
| 211406 | 2200070666 | | 11/05/2015 | USD | 350.00 | POMPA, JESSE CHINO HILLS CA | 11/13/2015 | |
| 211407 | 2200070670 | | 11/05/2015 | USD | 159.09 | POPE, SERINA CHINO HILLS CA | 11/10/2015 | |
| 211408 | 2200070548 | | 11/05/2015 | USD | 4,134.51 | RANOMA FIRE & SERVICE CENTERS HEMET CA | 11/16/2015 | |
| 211409 | 2200070541 | | 11/05/2015 | USD | 897.33 | RBM LOCK & KEY ONTARIO CA | 11/16/2015 | |
| 211410 | 2200070644 | | 11/05/2015 | USD | 209.93 | REED, RANDALL J CHINO HILLS CA | 11/16/2015 | |

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

| Check | Check number from to | Payment | Prmt date | Cncy | Amount paid (PC) | Recipient/vol. reason code | Exec. void |
|--------|----------------------|------------|-----------|-----------|--|----------------------------|------------|
| 211411 | 2200070662 | 11/05/2015 | USD | 411.13 | ROBISON, JOHN CHINO HILLS CA | 11/10/2015 | |
| 211412 | 2200070549 | 11/05/2015 | USD | 1,971.18 | ROYAL WHOLESALE ELECTRIC ORANGE CA | 11/10/2015 | |
| 211413 | 2200070591 | 11/05/2015 | USD | 39.45 | RSD LAKE FOREST CA | 11/10/2015 | |
| 211414 | 2200070603 | 11/05/2015 | USD | 2,070.09 | RUSSELL SIGLER INC LOS ANGELES CA | 11/09/2015 | |
| 211415 | 2200070657 | 11/05/2015 | USD | 138.00 | RUSSO, EFRAIN CHINO HILLS CA | 11/23/2015 | |
| 211416 | 2200070588 | 11/05/2015 | USD | 302.50 | SHAPE PRODUCTS CO OAKLAND CA | 11/12/2015 | |
| 211417 | 2200070625 | 11/05/2015 | USD | 429.84 | SIEMENS DEMAG DELAVAL ATLANTA GA | 11/18/2015 | |
| 211418 | 2200070607 | 11/05/2015 | USD | 2,329.08 | SIEMENS INDUSTRY INC CAROL STREAM IL | 11/12/2015 | |
| 211419 | 2200070550 | 11/05/2015 | USD | 178.56 | SMART & FINAL LOS ANGELES CA | 11/13/2015 | |
| 211420 | 2200070639 | 11/05/2015 | USD | 96,543.65 | SO CALIF EDISON ROSEMEAD CA | 11/10/2015 | |
| 211421 | 2200070640 | 11/05/2015 | USD | 253.61 | SO CALIF GAS MONTEREY PARK CA | 11/17/2015 | |
| 211422 | 2200070655 | 11/05/2015 | USD | 53.25 | SOLIS, RACHAEL CHINO HILLS CA | 11/17/2015 | |
| 211423 | 2200070557 | 11/05/2015 | USD | 4,689.39 | SOUTH COAST AQMD DIAMOND BAR CA | 11/18/2015 | |
| 211424 | 2200070589 | 11/05/2015 | USD | 407.00 | STANTEC CONSULTING INC CHICAGO IL | 11/10/2015 | |
| 211425 | 2200070567 | 11/05/2015 | USD | 340.00 | STATE WATER RESOURCES CNTRL BRACRAMENTO CA | 11/12/2015 | |
| 211426 | 2200070553 | 11/05/2015 | USD | 972.00 | TELE STEEL LONG BEACH CA | 11/16/2015 | |
| 211427 | 2200070618 | 11/05/2015 | USD | 16,801.85 | THE BRICKMAN GROUP LTD LLC CHICAGO IL | 11/12/2015 | |
| 211428 | 2200070587 | 11/05/2015 | USD | 225.00 | THE INSTITUTE OF INTERNAL AUDITERS MADRE CA | 12/11/2015 | |
| 211429 | 2200070629 | 11/05/2015 | USD | 20.00 | THE SHREDDERS LOS ANGELES CA | 11/17/2015 | |
| 211430 | 2200070572 | 11/05/2015 | USD | 16,291.15 | TOM DODSON & ASSOCIATES SAN BERNARDINO CA | 11/10/2015 | |
| 211431 | 2200070672 | 11/05/2015 | USD | 350.00 | TRAN, TIFFANY CHINO HILLS CA | 11/09/2015 | |
| 211432 | 2200070568 | 11/05/2015 | USD | 125.00 | TRI STATE ENVIRONMENTAL SAN BERNARDINO CA | 11/19/2015 | |
| 211433 | 2200070633 | 11/05/2015 | USD | 487.21 | TRI-PACIFIC SUPPLY INC ROCKLIN CA | 11/12/2015 | |
| 211434 | 2200070612 | 11/05/2015 | USD | 666.00 | TRICO CORPORATION PEMAUNEE WI | 11/12/2015 | |
| 211435 | 2200070623 | 11/05/2015 | USD | 3,163.75 | TRIPLEI SMITH AND ASSOCIATES, IRVINE CA | 11/23/2015 | |
| 211436 | 2200070583 | 11/05/2015 | USD | 2,547.78 | U S EQUIPMENT CO SANTA FE SPRINGS CA | 11/12/2015 | |
| 211437 | 2200070575 | 11/05/2015 | USD | 88.00 | U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA | 11/09/2015 | |
| 211438 | 2200070604 | 11/05/2015 | USD | 12,481.62 | UNIVERSAL PROTECTION SERVICE PASADENA CA | 11/12/2015 | |
| 211439 | 2200070610 | 11/05/2015 | USD | 2,874.00 | UPS PROTECTION INC ANAHEIM CA | 11/10/2015 | |
| 211440 | 2200070586 | 11/05/2015 | USD | 402.19 | URIMAGE BLOOMINGTON CA | 11/16/2015 | |
| 211441 | 2200070601 | 11/05/2015 | USD | 11,252.73 | US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO | 11/10/2015 | |
| 211442 | 2200070621 | 11/05/2015 | USD | 1,090.50 | V&I CONSULTING INC WAPERVILLE IL | 11/10/2015 | |
| 211443 | 2200070588 | 11/05/2015 | USD | 3,677.04 | VALLEY COURTIERS INC CALABASAS CA | 11/12/2015 | |
| 211444 | 2200070559 | 11/05/2015 | USD | 164.00 | VASQUEZ, RUBEN CHINO HILLS CA | 11/12/2015 | |
| 211445 | 2200070637 | 11/05/2015 | USD | 800.00 | VERIZON CALIFORNIA DALLAS TX | 11/10/2015 | |
| 211446 | 2200070642 | 11/05/2015 | USD | 204.99 | VERIZON COMMUNICATIONS DALLAS TX | 11/12/2015 | |
| 211447 | 2200070574 | 11/05/2015 | USD | 6,755.63 | VERIZON WIRELESS DALLAS TX | 11/12/2015 | |
| 211448 | 2200070581 | 11/05/2015 | USD | 51,984.23 | VIRAMONTES EXPRESS CORONA CA | 11/10/2015 | |
| 211449 | 2200070551 | 11/05/2015 | USD | 507.81 | VWR INTERNATIONAL LLC PITTSBURGH PA | 11/12/2015 | |
| 211450 | 2200070592 | 11/05/2015 | USD | 51,510.28 | WAUKESHA-PEARCE INDUSTRIES INC DALLAS TX | 11/12/2015 | |
| 211451 | 2200070565 | 11/05/2015 | USD | 72.00 | WESTERN ANALYTICAL LABORATORIE CHINO CA | 11/16/2015 | |
| 211452 | 2200070626 | 11/05/2015 | USD | 739.18 | WESTERN AUTO VISUAL CARLSBAD CA | 11/12/2015 | |
| 211453 | 2200070580 | 11/05/2015 | USD | 559.44 | WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA | 11/12/2015 | |
| 211454 | 2200070600 | 11/05/2015 | USD | 15,415.00 | WESTIN ENGINEERING INC RANCHO CORDOVA CA | 11/12/2015 | |

CITIZENS BUSINESS BANK
 CBB
 122234149
 CHECK
 231167641
 ONTARIO CA 917610000

| Check number | From to | Payment | Event date | Ctry | Amount paid (USD) | Recipient/Void reason code | Exec./void |
|--------------|---------|------------|------------|------|-------------------|--|------------|
| 211455 | | 2200070605 | 11/05/2015 | USD | 810.00 | WORKFORCE SAFETY MURRIETA CA | 11/18/2015 |
| 211456 | | 2200070674 | 11/05/2015 | USD | 21,500.00 | LAW OFFICES OF BRAD HUSEN CORONA CA | 11/12/2015 |
| 211457 | | 2200070799 | 11/12/2015 | USD | 5,918.32 | 10-8 RETROFIT INC ONTARIO CA | 11/17/2015 |
| 211458 | | 2200070823 | 11/12/2015 | USD | 115.00 | AGUILAR, JOSHUA CHINO HILLS CA | 11/17/2015 |
| 211459 | | 2200070733 | 11/12/2015 | USD | 648.57 | ARIZONA INSTRUMENT LLC CHANDLER AZ | 11/17/2015 |
| 211460 | | 2200070717 | 11/12/2015 | USD | 1,261.18 | ARNEL COMPRESSOR CO SANTA FE SPRINGS CA | 11/18/2015 |
| 211461 | | 2200070786 | 11/12/2015 | USD | 1,460.45 | AUTOZONE INC ATLANTA GA | 11/23/2015 |
| 211462 | | 2200070757 | 11/12/2015 | USD | 508.00 | REHILEY SYSTEMS INC PHILADELPHIA PA | 11/19/2015 |
| 211463 | | 2200070825 | 11/12/2015 | USD | 2,104.73 | BHOJANI, SHARMEEN CHINO HILLS CA | 11/25/2015 |
| 211464 | | 2200070809 | 11/12/2015 | USD | 6,584.34 | BURTEC WASTE INDUSTRIES INC BUENA PARK CA | 11/19/2015 |
| 211465 | | 2200070756 | 11/12/2015 | USD | 64,271.87 | BUTLER ENGINEERING INC TUSTIN CA | 11/17/2015 |
| 211466 | | 2200070718 | 11/12/2015 | USD | 18,720.00 | CALIF ASSOC OF SANITATION AGENS SACRAMENTO CA | 11/18/2015 |
| 211467 | | 2200070739 | 11/12/2015 | USD | 6,089.00 | CALIF SPECIAL DISTRICTS ASSOC SACRAMENTO CA | 11/18/2015 |
| 211468 | | 2200070755 | 11/12/2015 | USD | 11,243.36 | CALIFORNIA BOILER INC HUNTINGTON BEACH CA | 11/18/2015 |
| 211469 | | 2200070791 | 11/12/2015 | USD | 3,197.98 | CALIFORNIA WATER TECHNOLOGIES, PASADENA CA | 12/09/2015 |
| 211470 | | 2200070740 | 11/12/2015 | USD | 676.00 | CAEPO INC YUBA CITY CA | 12/09/2015 |
| 211471 | | 2200070815 | 11/12/2015 | USD | 147.63 | CARL H TAYLOR III CRYSTAL RIVER FL | 11/24/2015 |
| 211472 | | 2200070747 | 11/12/2015 | USD | 11,358.20 | CAROLLO ENGINEERS SACRAMENTO CA | 11/20/2015 |
| 211473 | | 2200070760 | 11/12/2015 | USD | 7,428.80 | CASC ENGINEERING AND CONSULTING COLTON CA | 11/18/2015 |
| 211474 | | 2200070746 | 11/12/2015 | USD | 175.00 | CEPA OPERATIONS INC ONTARIO CA | 12/09/2015 |
| 211475 | | 2200070818 | 11/12/2015 | USD | 13.34 | CHENG, TINA CHINO HILLS CA | 11/16/2015 |
| 211476 | | 2200070738 | 11/12/2015 | USD | 3,667.50 | CHINO BASIN WATER CONSERVATION MONTCLAIR CA | 11/18/2015 |
| 211477 | | 2200070796 | 11/12/2015 | USD | 3,375.00 | CITRIX SYSTEMS INC ATLANTA GA | 11/17/2015 |
| 211478 | | 2200070814 | 11/12/2015 | USD | 723.00 | CITY EMPLOYERS ASSOCIATES LONG BEACH CA | 11/19/2015 |
| 211479 | | 2200070783 | 11/12/2015 | USD | 3,276.00 | CIVIC PUBLICATIONS INC LA VERNE CA | 11/19/2015 |
| 211480 | | 2200070803 | 11/12/2015 | USD | 1,586.52 | EUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA | 11/17/2015 |
| 211481 | | 2200070720 | 11/12/2015 | USD | 1,156.15 | DATALOK COMPANY, THE LOS ANGELES CA | 11/18/2015 |
| 211482 | | 2200070773 | 11/12/2015 | USD | 250.00 | DAVE'S PLUMBING CHINO HILLS CA | 11/19/2015 |
| 211483 | | 2200070736 | 11/12/2015 | USD | 5,492.09 | DELL MARKETING L P PASADENA CA | 11/17/2015 |
| 211484 | | 2200070781 | 11/12/2015 | USD | 924.24 | DOWNES ENERGY CORONA CA | 11/17/2015 |
| 211485 | | 2200070800 | 11/12/2015 | USD | 10,000.00 | DRH2O LLC IRVINE CA | 11/18/2015 |
| 211486 | | 2200070757 | 11/12/2015 | USD | 9,355.21 | DUDEK & ASSOCIATES INC ENCINITAS CA | 11/19/2015 |
| 211487 | | 2200070754 | 11/12/2015 | USD | 254.93 | E Z PARTY RENTALS POMONA CA | 11/17/2015 |
| 211488 | | 2200070819 | 11/12/2015 | USD | 74.86 | ECHAVARRIA, CAROLYN CHINO HILLS CA | 11/16/2015 |
| 211489 | | 2200070785 | 11/12/2015 | USD | 492.92 | ELECTRO-CHEMICAL DEVICES, INC IRVINE CA | 11/17/2015 |
| 211490 | | 2200070784 | 11/12/2015 | USD | 9,135.00 | EUROPTON FAYON ANALYTICAL, INC GRAPEVINE TX | 11/18/2015 |
| 211491 | | 2200070793 | 11/12/2015 | USD | 99.29 | EVOQUA WATER TECHNOLOGIES LLC PITTSBURGH PA | 11/19/2015 |
| 211492 | | 2200070732 | 11/12/2015 | USD | 73.08 | FISHER SCIENTIFIC LOS ANGELES CA | 11/16/2015 |
| 211493 | | 2200070734 | 11/12/2015 | USD | 244.69 | FLW INC HUNTINGTON CA | 11/19/2015 |
| 211494 | | 2200070808 | 11/12/2015 | USD | 1,629.06 | FOUNDATION HA ENERGY GENERAL SAN FRANCISCO CA | 11/24/2015 |
| 211495 | | 2200070813 | 11/12/2015 | USD | 1,717.87 | FRANCHISE TAX BOARD SACRAMENTO CA | 11/20/2015 |
| 211496 | | 2200070794 | 11/12/2015 | USD | 11,995.56 | GE CONSUMER & INDUSTRIAL ATLANTA GA | 11/18/2015 |
| 211497 | | 2200070731 | 11/12/2015 | USD | 4,206.03 | GRAINGER PALATINE IL | 11/18/2015 |
| 211498 | | 2200070822 | 11/12/2015 | USD | 266.88 | GREEN, WARREN CHINO HILLS CA | 12/09/2015 |

ONTARIO CA 917610000

CITIZENS BUSINESS BANK
 231167641

Bank CBB
 Bank Key 122234149
 Acct number CHECK

| Check number from to | Payment | Post date | Ctry | Amt. paid (FC) | Recipient/Void reason code | Enca /void |
|----------------------|------------|------------|------|----------------|---|------------|
| 211499 | 2200070761 | 11/12/2015 | USD | 5,968.67 | HACH COMPANY CHICAGO IL | 11/18/2015 |
| 211500 | 2200070723 | 11/12/2015 | USD | 671.50 | HARRINGTON INDUSTRIAL PLASTICS CHINO CA | 11/18/2015 |
| 211501 | 2200070737 | 11/12/2015 | USD | 12,400.00 | HDR ENGINEERING INC OMAHA NE | 11/19/2015 |
| 211502 | 2200070734 | 11/12/2015 | USD | 806.59 | HOME DEPOT CREDIT SERVICES DES MOINES IA | 11/20/2015 |
| 211503 | 2200070810 | 11/12/2015 | USD | 207.00 | IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA | 12/10/2015 |
| 211504 | 2200070811 | 11/12/2015 | USD | 66.00 | INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA | 11/20/2015 |
| 211505 | 2200070763 | 11/12/2015 | USD | 266.40 | INLAND VALLEY APPRAISERS SAN BERNARDINO CA | 11/19/2015 |
| 211506 | 2200070766 | 11/12/2015 | USD | 125.00 | INSTITUTE OF INTERNAL AUDITORS RIVERDALE CA | 11/23/2015 |
| 211507 | 2200070758 | 11/12/2015 | USD | 3,418.24 | IRONMAN PARTS & SERVICES CORONA CA | 11/17/2015 |
| 211508 | 2200070744 | 11/12/2015 | USD | 301,271.00 | J F SHEA CONSTRUCTION INC WALNUT CA | 11/17/2015 |
| 211509 | 2200070795 | 11/12/2015 | USD | 40,910.00 | JCE EQUIPMENT, INC. UPLAND CA | 11/18/2015 |
| 211510 | 2200070798 | 11/12/2015 | USD | 500.00 | JUAN F ZAMORA MURRIETA CA | 11/18/2015 |
| 211511 | 2200070820 | 11/12/2015 | USD | 47.84 | KLING, WANDA CHINO HILLS CA | 12/07/2015 |
| 211512 | 2200070742 | 11/12/2015 | USD | 806.69 | KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA | 11/20/2015 |
| 211513 | 2200070765 | 11/12/2015 | USD | 3,600.00 | LA OPINION LOS ANGELES CA | 11/17/2015 |
| 211514 | 2200070775 | 11/12/2015 | USD | 650.00 | LAMAR ADVERTISING LOMA LINDA CA | 11/17/2015 |
| 211515 | 2200070816 | 11/12/2015 | USD | 288.00 | MARIA FRESQUEZ LAS VEGAS NV | 11/18/2015 |
| 211516 | 2200070778 | 11/12/2015 | USD | 240.72 | MARS ENVIRONMENTAL INC ANAHEIM CA | 11/23/2015 |
| 211517 | 2200070787 | 11/12/2015 | USD | 1,575.00 | MICROGAGE PHOENIX AZ | 11/18/2015 |
| 211518 | 2200070801 | 11/12/2015 | USD | 4,403.05 | MINUTEMAN PRESS AREA CA | 11/17/2015 |
| 211519 | 2200070821 | 11/12/2015 | USD | 115.00 | MULLANEY, JOHN CHINO HILLS CA | 11/18/2015 |
| 211520 | 2200070774 | 11/12/2015 | USD | 627.93 | NESTLE WATERS NORTH AMERICA LOUISVILLE KY | 11/19/2015 |
| 211521 | 2200070721 | 11/12/2015 | USD | 1,660.62 | OFFICE DEPOT LOS ANGELES CA | 11/16/2015 |
| 211522 | 2200070772 | 11/12/2015 | USD | 17,491.06 | ORLIN CORP ATLANTA GA | 11/17/2015 |
| 211523 | 2200070735 | 11/12/2015 | USD | 64.80 | ONTARIO FIRE EXTINGUISHER CO ONTARIO CA | 11/25/2015 |
| 211524 | 2200070802 | 11/12/2015 | USD | 1,319.26 | ONTARIO MUNICIPAL UTILITIES CO ONTARIO CA | 11/16/2015 |
| 211525 | 2200070812 | 11/12/2015 | USD | 70.98 | PERS LONG TERM CARE PROGRAM PASADENA CA | 12/01/2015 |
| 211526 | 2200070739 | 11/12/2015 | USD | 4,269.51 | PETE'S ROAD SERVICE FULLERTON CA | 11/19/2015 |
| 211527 | 2200070725 | 11/12/2015 | USD | 1,453.48 | RAMONA TIRE & SERVICE CENTERS HEMET CA | 11/18/2015 |
| 211528 | 2200070719 | 11/12/2015 | USD | 850.88 | RBM LOCK & KEY ONTARIO CA | 11/20/2015 |
| 211529 | 2200070749 | 11/12/2015 | USD | 145.78 | RED WING SHOE STORE CORONA CA | 11/19/2015 |
| 211530 | 2200070748 | 11/12/2015 | USD | 383.92 | RED WING SHOE STORE UPLAND CA | 11/23/2015 |
| 211531 | 2200070753 | 11/12/2015 | USD | 1,884.88 | RESTEK CORP LANCASTER PA | 11/18/2015 |
| 211532 | 2200070726 | 11/12/2015 | USD | 14,366.50 | RMA GROUP RANCHO CUCAMONGA CA | 11/23/2015 |
| 211533 | 2200070762 | 11/12/2015 | USD | 7,901.89 | RMC WATER AND ENVIRONMENT WALNUT CREEK CA | 11/17/2015 |
| 211534 | 2200070817 | 11/12/2015 | USD | 64.40 | ROSALES, TIMOTEO CHINO HILLS CA | 12/09/2015 |
| 211535 | 2200070776 | 11/12/2015 | USD | 5,449.04 | RUTAN & TUCKER LLP COSTA MESA CA | 11/19/2015 |
| 211536 | 2200070762 | 11/12/2015 | USD | 165.00 | SCHWEL ENGINEERING LLC ANAHEIM CA | 11/23/2015 |
| 211537 | 2200070727 | 11/12/2015 | USD | 22.20 | SMART & PINAL LOS ANGELES CA | 11/23/2015 |
| 211538 | 2200070805 | 11/12/2015 | USD | 16,713.06 | SO CALIF EDISON ROSEMEAD CA | 11/17/2015 |
| 211539 | 2200070806 | 11/12/2015 | USD | 7,834.43 | SO CALIF GAS MONTEREY PARK CA | 11/19/2015 |
| 211540 | 2200070728 | 11/12/2015 | USD | 185.00 | SOUTHWEST ALARM SERVICE UPLAND CA | 11/23/2015 |
| 211541 | 2200070768 | 11/12/2015 | USD | 85,436.50 | STANTEC CONSULTING INC CHICAGO IL | 11/18/2015 |
| 211542 | 2200070741 | 11/12/2015 | USD | 640.00 | STATE WATER RESOURCES CNTRL BRACRAMENTO CA | 11/18/2015 |

ONTARIO CA 917610000

CITIZENS BUSINESS BANK
 231167641

CBB
 122234149
 CHECK

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

| Check number from to | Payment | Print date | Ctry | Amount paid (AC) | Recipient/void reason code | Check / void |
|----------------------|------------|------------|------|------------------|--|--------------|
| 211543 | 2200070750 | 11/12/2015 | USD | 3,514.86 | TELEDYNE INSTRUMENTS INC DALLAS TX | 11/23/2015 |
| 211544 | 2200070732 | 11/12/2015 | USD | 56,981.49 | TETRA TECH INC DENVER CO | 11/17/2015 |
| 211545 | 2200070745 | 11/12/2015 | USD | 4,023.97 | THAUCHER COMPANY OF CALIFORNIA SALT LAKE CITY UT | 11/17/2015 |
| 211546 | 2200070769 | 11/12/2015 | USD | 162,645.00 | THE AUSTIN COMPANY CLEVELAND OH | 11/17/2015 |
| 211547 | 2200070789 | 11/12/2015 | USD | 2,655.00 | THE BRICKMAN GROUP LTD LLC CHICAGO IL | 11/17/2015 |
| 211548 | 2200070790 | 11/12/2015 | USD | 1,495.00 | THE BRICKMAN GROUP LTD LLC CHICAGO IL | 11/17/2015 |
| 211549 | 2200070777 | 11/12/2015 | USD | 18,295.57 | THOMAS HARDER & CO INC ANAHEIM CA | 11/17/2015 |
| 211550 | 2200070751 | 11/12/2015 | USD | 8,109.00 | TOM DODSON & ASSOCIATES SAN BERNARDINO CA | 11/17/2015 |
| 211551 | 2200070770 | 11/12/2015 | USD | 17,421.14 | TRAUTWEIN CONSTRUCTION INC RIVERSIDE CA | 11/20/2015 |
| 211552 | 2200070792 | 11/12/2015 | USD | 355.00 | TRIEBEL SMITH AND ASSOCIATES, IRVINE CA | 11/23/2015 |
| 211553 | 2200070771 | 11/12/2015 | USD | | voided by DSFRINGE - Check not needed | 11/19/2015 |
| 211554 | 2200070788 | 11/12/2015 | USD | 9,870.83 | UTILIQUEST LLC ATLANTA GA | 11/17/2015 |
| 211555 | 2200070779 | 11/12/2015 | USD | 13,302.74 | VCI CONSTRUCTION INC SAN FRANCISCO CA | 11/24/2015 |
| 211556 | 2200070824 | 11/12/2015 | USD | 59.79 | VELANDE, TERESA CHINO HILLS CA | 11/23/2015 |
| 211557 | 2200070804 | 11/12/2015 | USD | 825.91 | VERIZON CALIFORNIA DALLAS TX | 11/17/2015 |
| 211558 | 2200070807 | 11/12/2015 | USD | 184.99 | VERIZON COMMUNICATIONS DALLAS TX | 11/18/2015 |
| 211559 | 2200070752 | 11/12/2015 | USD | 6,163.97 | VERIZON WIRELESS DALLAS TX | 11/19/2015 |
| 211560 | 2200070743 | 11/12/2015 | USD | 1,851.72 | WASTE MANAGEMENT OF LOS ANGELES CA | 11/17/2015 |
| 211561 | 2200070729 | 11/12/2015 | USD | 135.21 | WAXIE SANITARY SUPPLY LOS ANGELES CA | 11/18/2015 |
| 211562 | 2200070797 | 11/12/2015 | USD | 9,800.00 | WEST COAST ADVISORS SACRAMENTO CA | 11/17/2015 |
| 211563 | 2200070759 | 11/12/2015 | USD | 8,592.62 | WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA | 11/18/2015 |
| 211564 | 2200070764 | 11/12/2015 | USD | 25,289.55 | WILLIAM ANAHEIM CA | 11/17/2015 |
| 211565 | 2200070780 | 11/12/2015 | USD | 930.00 | WORKFORCE SAFETY MURRIETA CA | 11/20/2015 |
| 211566 | 2200070814 | 11/19/2015 | USD | 151.02 | ABRASIVE WAREHOUSE & EQUIPMENT HOUSTON TX | 11/27/2015 |
| 211567 | 2200070882 | 11/19/2015 | USD | 3,750.56 | AGILENT TECHNOLOGIES INC LOS ANGELES CA | 11/23/2015 |
| 211568 | 2200070868 | 11/19/2015 | USD | 1,283.37 | AIRGAS WEST INC PASADENA CA | 12/07/2015 |
| 211569 | 2200070908 | 11/19/2015 | USD | 3,500.00 | AMP MECHANICAL INC COSTA MESA CA | 11/27/2015 |
| 211570 | 2200070862 | 11/19/2015 | USD | 2,019.95 | APPLIED INDUSTRIAL TECHNOLOGIES PASADENA CA | 11/24/2015 |
| 211571 | 2200070920 | 11/19/2015 | USD | 209.82 | AUTOZONE INC ATLANTA GA | 11/27/2015 |
| 211572 | 2200070894 | 11/19/2015 | USD | 189.48 | BOOT BARN INC IRVINE CA | 11/27/2015 |
| 211573 | 2200070925 | 11/19/2015 | USD | 16,719.28 | BUSINESS CARD WILMINGTON DE | 11/25/2015 |
| 211574 | 2200070923 | 11/19/2015 | USD | 15,619.30 | CALIFORNIA WATER TECHNOLOGIES PASADENA CA | 11/25/2015 |
| 211575 | 2200070941 | 11/19/2015 | USD | 64.58 | CHOI, DAVID CHINO HILLS CA | 11/23/2015 |
| 211576 | 2200070929 | 11/19/2015 | USD | 2,573.18 | CITY OF CHINO CHINO CA | 11/25/2015 |
| 211577 | 2200070856 | 11/19/2015 | USD | 113.67 | CITY RENTALS INC ONTARIO CA | 11/25/2015 |
| 211578 | 2200070926 | 11/19/2015 | USD | 940.00 | CLINICAL HEALTH SYSTEMS ANAHEIM CA | 11/25/2015 |
| 211579 | 2200070927 | 11/19/2015 | USD | 750.00 | COACH CONNECTION USA TEMPLE HILLS MD | 11/25/2015 |
| 211580 | 2200070917 | 11/19/2015 | USD | 48,436.70 | CONSERV CONSTRUCTION INC MURRIETA CA | 11/24/2015 |
| 211581 | 2200070931 | 11/19/2015 | USD | 5,820.58 | CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA | 11/24/2015 |
| 211582 | 2200070906 | 11/19/2015 | USD | 125.00 | DAVE'S EIDMEING CHINO HILLS CA | 11/27/2015 |
| 211583 | 2200070901 | 11/19/2015 | USD | 83,427.62 | DAVIS ELECTRIC INC YUCAIPA CA | 11/25/2015 |
| 211584 | 2200070876 | 11/19/2015 | USD | 768.57 | DELL MARKETING L.P. PASADENA CA | 11/24/2015 |
| 211585 | 2200070890 | 11/19/2015 | USD | 172.60 | E Z PARTY RENTALS POMONA CA | 11/24/2015 |
| 211586 | 2200070919 | 11/19/2015 | USD | 1,945.51 | ELECTRO-CHEMICAL DEVICES, INC IRVINE CA | 11/24/2015 |

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

| Check | Check number from to | Payment | Trans. date | Ctry | Amount paid (USD) | Paid to / Recipient / void reason / code | Encl. / void |
|--------|----------------------|------------|-------------|------------|---|--|--------------|
| 211587 | 2200070940 | 11/19/2015 | USD | 1,178.16 | ELIE, STEVE CHINO HILLS CA | 12/14/2015 | |
| 211588 | 2200070937 | 11/19/2015 | USD | 29.08 | EMPLOYMENT DEVELOPMENT DEPARTMLOS ANGELES CA | 12/02/2015 | |
| 211589 | 2200070938 | 11/19/2015 | USD | 552.00 | EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA | 11/24/2015 | |
| 211590 | 2200070938 | 11/19/2015 | USD | 6,360.00 | EUROFINS EATON ANALYTICAL, INC/SRAPEVINE TX | 11/24/2015 | |
| 211591 | 2200070858 | 11/19/2015 | USD | 2,219.17 | FISHER SCIENTIFIC LOS ANGELES CA | 11/23/2015 | |
| 211592 | 2200070859 | 11/19/2015 | USD | 11,775.12 | FLQ SYSTEMS INC BURBANK CA | 11/25/2015 | |
| 211593 | 2200070884 | 11/19/2015 | USD | 1,308.23 | FLORENCE FILTER CORP COMPTON CA | 12/07/2015 | |
| 211594 | 2200070872 | 11/19/2015 | USD | 580.00 | GOVERNMENT FINANCE OFFICERS ASCHICAGO IL | 12/02/2015 | |
| 211595 | 2200070871 | 11/19/2015 | USD | 3,136.81 | GRAINGER PALATINE IL | 11/24/2015 | |
| 211596 | 2200070898 | 11/19/2015 | USD | 4,927.99 | HACH COMPANY CHICAGO IL | 11/27/2015 | |
| 211597 | 2200070928 | 11/19/2015 | USD | 2,106.00 | HD WORK GEAR LAKEWOOD CA | 11/27/2015 | |
| 211598 | 2200070877 | 11/19/2015 | USD | 1,763.75 | HI-WAY SAFETY RENTALS INC CHINO CA | 11/24/2015 | |
| 211599 | 2200070860 | 11/19/2015 | USD | 1,068.75 | HOME DEPOT CREDIT SERVICES DES MOINES IA | 11/30/2015 | |
| 211600 | 2200070936 | 11/19/2015 | USD | 28,838.91 | INLAND BIOENERGY LLC FONTANA CA | 12/01/2015 | |
| 211601 | 2200070861 | 11/19/2015 | USD | 153,735.80 | J R FLANC CONSTRUCTION CO. INCESCONDIDO CA | 11/24/2015 | |
| 211602 | 2200070881 | 11/19/2015 | USD | 1,609.10 | KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA | 11/27/2015 | |
| 211603 | 2200070909 | 11/19/2015 | USD | 6,000.00 | LAMAR ADVERTISING LOMA LINDA CA | 11/25/2015 | |
| 211604 | 2200070873 | 11/19/2015 | USD | 178.00 | MAG SYSTEMS INC MONROVIA CA | 11/25/2015 | |
| 211605 | 2200070911 | 11/19/2015 | USD | 109.23 | MAILFINANCE INC MILFORD CT | 11/27/2015 | |
| 211606 | 2200070893 | 11/19/2015 | USD | 122.75 | MICROMETER INC CHICAGO IL | 11/27/2015 | |
| 211607 | 2200070907 | 11/19/2015 | USD | 10,095.38 | MERCHANTS BUILDING MAINTENANCE MONTEREY PARK CA | 11/24/2015 | |
| 211608 | 2200070921 | 11/19/2015 | USD | 1,589.82 | MICROAGE PHOENIX AZ | 11/25/2015 | |
| 211609 | 2200070885 | 11/19/2015 | USD | 217.73 | MIDPOINT BEARING ONTARIO CA | 11/23/2015 | |
| 211610 | 2200070902 | 11/19/2015 | USD | 21,522.80 | MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA | 11/24/2015 | |
| 211611 | 2200070903 | 11/19/2015 | USD | 254,952.20 | MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA | 11/24/2015 | |
| 211612 | 2200070859 | 11/19/2015 | USD | 3,139.57 | MISSION REPROGRAPHICS RIVERSIDE CA | 11/25/2015 | |
| 211613 | 2200070857 | 11/19/2015 | USD | 519.89 | OFFICE DEPOT LOS ANGELES CA | 11/23/2015 | |
| 211614 | 2200070905 | 11/19/2015 | USD | 11,370.99 | OLIN CORP ATLANTA GA | 11/25/2015 | |
| 211615 | 2200070930 | 11/19/2015 | USD | 840.94 | ONTARIO MUNICIPAL UTILITIES COONTARIO CA | 11/23/2015 | |
| 211616 | 2200070895 | 11/19/2015 | USD | 360.00 | PANTHER PROTECTION ORANGE CA | 12/03/2015 | |
| 211617 | 2200070875 | 11/19/2015 | USD | 209.96 | PEPLES INDUSTRIAL PRODUCTS INCELKBRIDGE MD | 11/27/2015 | |
| 211618 | 2200070922 | 11/19/2015 | USD | 785.90 | PMC ENGINEERING LLC DANBURY CT | 11/24/2015 | |
| 211619 | 2200070863 | 11/19/2015 | USD | 291.89 | RAMONA TIRE & SERVICE CENTERS HEMET CA | 11/24/2015 | |
| 211620 | 2200070886 | 11/19/2015 | USD | 145.78 | RED WING SHOE STORE CORONA CA | 11/25/2015 | |
| 211621 | 2200070864 | 11/19/2015 | USD | 8,857.97 | ROYAL WHOLESALE ELECTRIC ORANGE CA | 11/24/2015 | |
| 211622 | 2200070904 | 11/19/2015 | USD | 1,189.39 | RSD LAKE FOREST CA | 11/24/2015 | |
| 211623 | 2200070889 | 11/19/2015 | USD | 2,670.00 | SAN BERNARDINO COUNTY SAN BERNARDINO CA | 11/27/2015 | |
| 211624 | 2200070891 | 11/19/2015 | USD | 10,000.00 | SCAP ENCINITAS CA | 11/27/2015 | |
| 211625 | 2200070870 | 11/19/2015 | USD | 36.00 | SCUBA SCHOOLS OF AMERICA MONTCLAIR CA | 12/07/2015 | |
| 211626 | 2200070878 | 11/19/2015 | USD | 223.99 | SHAPE PRODUCTS CO OAKLAND CA | 11/27/2015 | |
| 211627 | 2200070933 | 11/19/2015 | USD | 2,544.09 | SO CALIF GAS MONTEREY PARK CA | 12/04/2015 | |
| 211628 | 2200070874 | 11/19/2015 | USD | 467.98 | SOUTH COAST AQMD DIAMOND BAR CA | 12/03/2015 | |
| 211629 | 2200070883 | 11/19/2015 | USD | 327,262.00 | STATE WATER RESOURCES CNTRL BRACRAMENTO CA | 11/25/2015 | |
| 211630 | 2200070880 | 11/19/2015 | USD | 300.00 | STATE WATER RESOURCES CNTRL BRACRAMENTO CA | 11/25/2015 | |

CITIZENS BUSINESS BANK
 231167641
 Bank CBB
 Bank Key 122234149
 Acct number CHBCK

ONTARIO CA 917610000

| Check | Check number | from to | Payment | Post. date | Cncy | Amount paid (P) | Account/Void Reason Code | Enca./void |
|-------|--------------|---------|------------|------------|------|-----------------|--|------------|
| | 211631 | | 2200070924 | 11/19/2015 | USD | 907,357.82 | TECHNICAL SYSTEMS INC LYNNWOOD WA | 11/24/2015 |
| | 211632 | | 2200070887 | 11/19/2015 | USD | 2,163.24 | TELEPHONE INSTRUMENTS INC DALLAS TX | 11/30/2015 |
| | 211633 | | 2200070913 | 11/19/2015 | USD | 531.54 | THERMO FISHER SCIENTIFIC LLC DALLAS TX | 11/24/2015 |
| | 211634 | | 2200070916 | 11/19/2015 | USD | 2,461.00 | TRICO CORPORATION PEWAUKEE WI | 11/25/2015 |
| | 211635 | | 2200070897 | 11/19/2015 | USD | 2,582.37 | U S EQUIPMENT CO SANTA FE SPRINGS CA | 11/25/2015 |
| | 211636 | | 2200070892 | 11/19/2015 | USD | 1,167.21 | U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA | 11/23/2015 |
| | 211637 | | 2200070888 | 11/19/2015 | USD | 79.06 | U S HOSE INC ONTARIO CA | 11/27/2015 |
| | 211638 | | 2200070915 | 11/19/2015 | USD | 1,158.24 | UPS PROTECTION INC ANAHEIM CA | 11/24/2015 |
| | 211639 | | 2200070900 | 11/19/2015 | USD | 1,198.80 | URIMAGE BLOOMINGTON CA | 11/25/2015 |
| | 211640 | | 2200070879 | 11/19/2015 | USD | 1,149.37 | USA BLUE BOOK GURNEE IL | 11/25/2015 |
| | 211641 | | 2200070935 | 11/19/2015 | USD | 437.42 | VERIZON BUSINESS DALLAS TX | 12/02/2015 |
| | 211642 | | 2200070932 | 11/19/2015 | USD | 3,905.82 | VERIZON CALIFORNIA DALLAS TX | 11/25/2015 |
| | 211643 | | 2200070934 | 11/19/2015 | USD | 854.71 | VERIZON COMMUNICATIONS DALLAS TX | 11/25/2015 |
| | 211644 | | 2200070896 | 11/19/2015 | USD | 7,353.56 | VIRAMONTES EXPRESS CORONA CA | 11/25/2015 |
| | 211645 | | 2200070865 | 11/19/2015 | USD | 457.66 | VWR INTERNATIONAL LLC RADNOR PA | 11/27/2015 |
| | 211646 | | 2200070866 | 11/19/2015 | USD | 2,177.17 | WAXIE SANITARY SUPPLY LOS ANGELES CA | 11/25/2015 |
| | 211647 | | 2200070910 | 11/19/2015 | USD | 2,849.10 | WEST COAST LIGHTS & SIRENS INCRIVERSIDE CA | 11/25/2015 |
| | 211648 | | 2200070867 | 11/19/2015 | USD | 6,282.92 | WEST VALLEY MOSQUITO AND ONTARIO CA | 11/24/2015 |
| | 211649 | | 2200070912 | 11/19/2015 | USD | 870.00 | WORKFORCE SAFETY MURRIETA CA | 12/02/2015 |
| | 211650 | | 2200070899 | 11/19/2015 | USD | 1,079.88 | WORLDWIDE EXPRESS ALBANY NY | 11/24/2015 |
| | 211651 | | 2200070939 | 11/19/2015 | USD | 208.68 | ZIEGENBEIN, JEFF CHINO HILLS CA | 11/24/2015 |
| | 211652 | | 2200071097 | 11/24/2015 | USD | 1,808.12 | 10-8 RETROFIT INC ONTARIO CA | 12/02/2015 |
| | 211653 | | 2200071064 | 11/24/2015 | USD | 30.91 | AIRGAS WEST INC PASADENA CA | 12/07/2015 |
| | 211654 | | 2200071074 | 11/24/2015 | USD | 592.47 | AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA | 12/01/2015 |
| | 211655 | | 2200071115 | 11/24/2015 | USD | 500.00 | ASH, THOMAS CHINO HILLS CA | 12/03/2015 |
| | 211656 | | 2200071092 | 11/24/2015 | USD | 7.21 | AUTOZONE INC ATLANTA GA | 12/01/2015 |
| | 211657 | | 2200071103 | 11/24/2015 | USD | 173.51 | BREIG, ANNA VICTORVILLE CA | 12/02/2015 |
| | 211658 | | 2200071058 | 11/24/2015 | USD | 5,919.25 | BRYTHNER ELECTRIC COLTON CA | 11/30/2015 |
| | 211659 | | 2200071073 | 11/24/2015 | USD | 164.00 | CALIF WATER ENVIRONMENT ASSOC OAKLAND CA | 12/04/2015 |
| | 211660 | | 2200071093 | 11/24/2015 | USD | 9,321.84 | CALIFORNIA WATER TECHNOLOGIES PASADENA CA | 12/01/2015 |
| | 211661 | | 2200071111 | 11/24/2015 | USD | 147.63 | CARL H TAYLOR III CRYSTAL RIVER FL | 12/07/2015 |
| | 211662 | | 2200071110 | 11/24/2015 | USD | 723.00 | CITY EMPLOYERS ASSOCIATES LONG BEACH CA | 12/01/2015 |
| | 211663 | | 2200071059 | 11/24/2015 | USD | 9.04 | CITY RENTALS INC ONTARIO CA | 12/01/2015 |
| | 211664 | | 2200071060 | 11/24/2015 | USD | 45.19 | CONSUMERS PIPE & SUPPLY CO FONTANA CA | 12/01/2015 |
| | 211665 | | 2200071075 | 11/24/2015 | USD | 1,404.01 | CONTROL PRO INC CHINO CA | 12/02/2015 |
| | 211666 | | 2200071094 | 11/24/2015 | USD | 301.42 | D & H WATER SYSTEMS INC OCEANSIDE CA | 12/04/2015 |
| | 211667 | | 2200071071 | 11/24/2015 | USD | 8,687.80 | DELL MARKETING L P PASADENA CA | 11/30/2015 |
| | 211668 | | 2200071069 | 11/24/2015 | USD | 1,517.73 | ENTENWANN-ROVIN CO COMMERCE CA | 12/01/2015 |
| | 211669 | | 2200071099 | 11/24/2015 | USD | 750.00 | ENVIRONMENTAL CONCEPTS COMP INMISSION VIEJO CA | 12/01/2015 |
| | 211670 | | 2200071091 | 11/24/2015 | USD | 390.00 | EURCHINS EATON ANALYTICAL, INOGRAPEVINE TX | 11/30/2015 |
| | 211671 | | 2200071061 | 11/24/2015 | USD | 609.87 | FISHER SCIENTIFIC LOS ANGELES CA | 12/01/2015 |
| | 211672 | | 2200071067 | 11/24/2015 | USD | 1,016.82 | FIN INC HUNTINGTON CA | 12/02/2015 |
| | 211673 | | 2200071109 | 11/24/2015 | USD | 1,717.87 | FRANCIS TAX BOARD SACRAMENTO CA | 12/08/2015 |
| | 211674 | | 2200071114 | 11/24/2015 | USD | 57.50 | FRESQUEZ, ADRIAN CHINO HILLS CA | 12/02/2015 |

| Bank | CBB | CITIZENS BUSINESS BANK | ONTARIO CA | 917610000 | | | |
|--------------|-----------|------------------------|------------|-----------|------------------|---|-------------|
| Bank Key | 122234149 | | | | | | |
| Acct number | CHECK | 231167641 | | | | | |
| Check number | from to | Payment | Print date | Crry | Amount paid (pr) | Recipient/void reason code | Date / void |
| 211675 | | 2200071098 | 11/24/2015 | USD | 57,540.00 | GAMA CONTRACTING SERVICES INC SOUTH EL MONTE CA | 12/08/2015 |
| 211676 | | 2200071088 | 11/24/2015 | USD | 3,631.55 | GRARY PACIFIC SUPPLY ORANGE CA | 12/01/2015 |
| 211677 | | 2200071066 | 11/24/2015 | USD | 2,569.06 | GRAINGER PALATINE IL | 11/30/2015 |
| 211678 | | 2200071087 | 11/24/2015 | USD | 568.12 | GRISWOLD INDUSTRIES COSTA MESA CA | 12/03/2015 |
| 211679 | | 2200071086 | 11/24/2015 | USD | 1,679.54 | HACH COMPANY CHICAGO IL | 11/30/2015 |
| 211680 | | 2200071082 | 11/24/2015 | USD | 257.31 | HARRINGTON INDUSTRIAL PLASTICS CHINO CA | 12/02/2015 |
| 211681 | | 2200071106 | 11/24/2015 | USD | 469.02 | HOBBS, DIANA APPLE VALLEY CA | 12/01/2015 |
| 211682 | | 2200071063 | 11/24/2015 | USD | 5,401.63 | HOME DEPOT CREDIT SERVICES DES MOINES IA | 12/07/2015 |
| 211683 | | 2200071082 | 11/24/2015 | USD | 2,145.05 | HORIZON TECHNOLOGY SALEM NH | 12/08/2015 |
| 211684 | | 2200071104 | 11/24/2015 | USD | 469.02 | HORNE, WILLIAM YUCCA VALLEY CA | 12/01/2015 |
| 211685 | | 2200071107 | 11/24/2015 | USD | 195.00 | IEDA EMPLOYERS' ASSOCIATION CHINO HILLS CA | 12/10/2015 |
| 211686 | | 2200071084 | 11/24/2015 | USD | 75.00 | INDUSTRIAL HEARING & PULMONARY UPLAND CA | 12/02/2015 |
| 211687 | | 2200071108 | 11/24/2015 | USD | 66.00 | INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA | 11/30/2015 |
| 211688 | | 2200071113 | 11/24/2015 | USD | 71.76 | KIANG, WANDA CHINO HILLS CA | 12/07/2015 |
| 211689 | | 2200071076 | 11/24/2015 | USD | 2,997.01 | KONICA MINOLTA PASADENA CA | 12/01/2015 |
| 211690 | | 2200071036 | 11/24/2015 | USD | 4,175.64 | LAW OFFICE OF MICHAEL R. NEBENZALABASAS CA | 12/08/2015 |
| 211691 | | 2200071083 | 11/24/2015 | USD | 60.00 | LIBBERT CASSIDY WHITMORE LOS ANGELES CA | 12/03/2015 |
| 211692 | | 2200071035 | 11/24/2015 | USD | 210.00 | LITTLE SISTER'S TRUCK WASH, INBONSALL CA | 12/02/2015 |
| 211693 | | 2200071100 | 11/24/2015 | USD | 1,072.05 | MAIN GRAPHICS IRVINE CA | 12/03/2015 |
| 211694 | | 2200071112 | 11/24/2015 | USD | 288.00 | MARIA FRESQUEZ LAS VEGAS NV | 12/01/2015 |
| 211695 | | 2200071089 | 11/24/2015 | USD | 438.12 | MARS ENVIRONMENTAL INC ANAHEIM CA | 12/02/2015 |
| 211696 | | 2200071077 | 11/24/2015 | USD | 256.61 | MCMASTER-CARR SUPPLY CO CHICAGO IL | 12/03/2015 |
| 211697 | | 2200071105 | 11/24/2015 | USD | 694.69 | MILLER, ELMER L BLUE JAY CA | 12/09/2015 |
| 211698 | | 2200071070 | 11/24/2015 | USD | 1,271.56 | MISCO WATER FOOTHILL RANCH CA | 12/01/2015 |
| 211699 | | 2200071068 | 11/24/2015 | USD | 1,500.00 | MOODY'S INVESTORS SERVICE ATLANTA GA | 12/01/2015 |
| 211700 | | 2200071101 | 11/24/2015 | USD | 3,779.57 | ONTARIO MUNICIPAL UTILITIES COONTARIO CA | 11/30/2015 |
| 211701 | | 2200071065 | 11/24/2015 | USD | 561.71 | PETTY CASH EXPENDITURES CHINO CA | 12/03/2015 |
| 211702 | | 2200071078 | 11/24/2015 | USD | 594.34 | RED WING SHOE STORE UPLAND CA | 11/30/2015 |
| 211703 | | 2200071081 | 11/24/2015 | USD | 6,506.00 | SAN BERNARDINO COUNTY SAN BERNARDINO CA | 12/03/2015 |
| 211704 | | 2200071080 | 11/24/2015 | USD | 1,700.00 | SAN BERNARDINO COUNTY SAN BERNARDINO CA | 12/10/2015 |
| 211705 | | 2200071090 | 11/24/2015 | USD | 22,505.51 | SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGRLES CA | 12/01/2015 |
| 211706 | | 2200071102 | 11/24/2015 | USD | 296,917.79 | SO CALIF EDISON ROSEHEAD CA | 12/01/2015 |
| 211707 | | 2200071085 | 11/24/2015 | USD | 1,016.67 | U S BANK ST PAUL MN | 12/01/2015 |
| 211708 | | 2200071079 | 11/24/2015 | USD | 363.93 | VERIZON WIRELESS DALLAS TX | 12/03/2015 |
| 211709 | | 2200071072 | 11/24/2015 | USD | 218.00 | WATER ENVIRONMENT FEDERATION ALEXANDRIA VA | 12/09/2015 |
| 211710 | | 2200071115 | 11/25/2015 | USD | 105.00 | CHAN, JOANNE CHINO HILLS CA | 12/09/2015 |
| 211711 | | 2200071144 | 11/25/2015 | USD | 565.68 | COLE, CHRISTOPHER CHINO HILLS CA | 12/07/2015 |
| 211712 | | 2200071136 | 11/25/2015 | USD | 572.55 | COLONIAL LIFE & ACCIDENT INSURANCE SC | 12/07/2015 |
| 211713 | | 2200071141 | 11/25/2015 | USD | 2,058.93 | FIDELITY SECURITY LIFE INSURANCE IN NV | 12/07/2015 |
| 211714 | | 2200071142 | 11/25/2015 | USD | 215.66 | GUARDIANO, GARY CHINO HILLS CA | 12/07/2015 |
| 211715 | | 2200071140 | 11/25/2015 | USD | 329.80 | LEGALSHIELD ADA OK | 12/04/2015 |
| 211716 | | 2200071138 | 11/25/2015 | USD | 13,105.94 | LIFE INSURANCE COMPANY OF PHILADELPHIA PA | 12/01/2015 |
| 211717 | | 2200071139 | 11/25/2015 | USD | 144.40 | LINCOLN LIFE-TERM LIFE CHICAGO IL | 12/02/2015 |
| 211718 | | 2200071143 | 11/25/2015 | USD | 399.00 | MOH, BRIAN CHINO HILLS CA | 12/08/2015 |

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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

| Check | Check number from to | Payment | Print date | Ctry | Amount paid (30) | Recipient / void reason code | Enca / void |
|------------------------|----------------------|------------|------------|------|------------------|---|-------------|
| | 211719 | 2200071137 | 11/25/2015 | USD | 70.98 | PERS LONG TERM CARE PROGRAM PASADENA CA | 12/02/2015 |
| | 211720 | 2200071135 | 11/25/2015 | USD | 14,231.90 | PREFERRED BENEFIT INSURANCE PLEASANTON CA | 12/02/2015 |
| | 211721 | 2200071133 | 11/25/2015 | USD | 115.80 | SO CALIF GAS MONTEREY PARK CA | 12/08/2015 |
| | 211722 | 2200071132 | 11/25/2015 | USD | 1,042.64 | VERIZON CALIFORNIA DALLAS TX | 12/01/2015 |
| | 211723 | 2200071134 | 11/25/2015 | USD | 2,678.76 | WESTERN DENTAL PLAN ORANGE CA | 12/02/2015 |
| * Payment method Check | | | | | 4,393,339.08 | | |

| Check number from to | Payment | Unit date | CrCy | Amount paid (FC) | Recipient/void reason code | Encs /void |
|----------------------|---------|-----------|------|------------------|----------------------------|------------|
| ** | | | USD | 4,393,339.08 | | |

Check Register

Bank CBB
 Bank Key 122234149
 Acct number WCOMP
 CITIZENS BUSINESS BANK
 231159290
 ONTARIO CA 917610000

Checks created manually

| Check number | Payment | Amount | Crcy | Recipiant / void reason code | date | date | date |
|--------------|------------|----------|------|---|------------|------------|------------|
| 04343 | 2200070682 | 117.38 | USD | YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA | 11/04/2015 | 11/04/2015 | 11/20/2015 |
| 04344 | 2200070837 | 133.35 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/12/2015 |
| 04345 | 2200070838 | 570.93 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/18/2015 |
| 04346 | 2200070839 | 240.09 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/18/2015 |
| 04347 | 2200070842 | 8.74 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/19/2015 |
| 04348 | 2200070843 | 232.51 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/20/2015 |
| 04349 | 2200070844 | 133.40 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/18/2015 |
| 04350 | 2200070845 | 594.34 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/18/2015 |
| 04351 | 2200070846 | 33.25 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/11/2015 | 11/11/2015 | 11/18/2015 |
| 04352 | 2200071116 | 133.35 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/19/2015 |
| 04353 | 2200071117 | 122.33 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/19/2015 |
| 04354 | 2200071118 | 176.00 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/25/2015 |
| 04355 | 2200071119 | 1,081.30 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04356 | 2200071120 | 620.60 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04357 | 2200071121 | 90.00 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/23/2015 |
| 04358 | 2200071122 | 498.80 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/25/2015 |
| 04359 | 2200071123 | 75.00 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/27/2015 |
| 04360 | 2200071124 | 8.74 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04361 | 2200071125 | 276.00 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/27/2015 |
| 04362 | 2200071126 | 588.98 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/23/2015 |
| 04363 | 2200071127 | 1,853.60 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04364 | 2200071128 | 1,069.71 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/23/2015 |
| 04365 | 2200071129 | 562.95 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/23/2015 |
| 04366 | 2200071130 | 68.99 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04367 | 2200071131 | 48.00 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/18/2015 | 11/18/2015 | 11/24/2015 |
| 04368 | 2200071155 | 17.55 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/25/2015 | 11/25/2015 | 11/30/2015 |
| 04369 | 2200071156 | 122.33 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/25/2015 | 11/25/2015 | 11/30/2015 |
| 04370 | 2200071158 | 133.35 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/25/2015 | 11/25/2015 | 11/30/2015 |
| 04371 | 2200071159 | 93.68 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/25/2015 | 11/25/2015 | 11/30/2015 |
| 04372 | 2200071160 | 122.33 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/25/2015 | 11/25/2015 | 11/30/2015 |
| 04373 | 2200071259 | 122.33 | USD | YORK RISK SERVICES GROUP, INC PARSIPPANY NY | 11/30/2015 | 11/30/2015 | 11/30/2015 |

* Payment method Checks created manually
 9,939.91
 USD

Check Register

Total of all entries

| Check number from to | Payment | Post date | Ccy | Amount paid (FC) | Recipient/vouch reason code | Encs./void |
|----------------------|---------|-----------|-----|------------------|-----------------------------|------------|
| | | | USD | 9,939.91 | | |
| ** | | | | | | |

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR NOVEMBER 13, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

| | | | |
|------------------------------|---------------|--------------|---------------------|
| GROSS PAYROLL COSTS | | | \$1,139,850.03 |
| DEDUCTIONS | | | (\$490,499.43) |
| NET PAYROLL | | | <u>\$649,350.60</u> |
| NET PAYROLL BREAKDOWN | CHECKS | EFT | TOTAL |
| CHECKS USED | - | | |
| TRANSACTION PROCESSED | 0 | 331 | 331 |
| AMOUNT | \$0.00 | \$649,350.60 | <u>\$649,350.60</u> |
| | | | |

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR NOVEMBER 25, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

| | | | |
|------------------------------|---------------|--------------|---------------------|
| GROSS PAYROLL COSTS | | | \$1,133,517.24 |
| DEDUCTIONS | | | (\$480,819.72) |
| NET PAYROLL | | | <u>\$652,697.52</u> |
| NET PAYROLL BREAKDOWN | CHECKS | EFT | TOTAL |
| CHECKS USED | - | | |
| TRANSACTION PROCESSED | 0 | 331 | 331 |
| AMOUNT | \$0.00 | \$652,697.52 | <u>\$652,697.52</u> |
| | | | |

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR NOVEMBER 13, 2015
PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

| DIRECTOR NAME | GROSS PAYROLL | NET PAYROLL |
|-----------------|---------------|-------------|
| MICHAEL CAMACHO | \$3,351.00 | \$956.30 |
| TERRY L. CATLIN | \$2,965.25 | \$841.51 |
| STEVEN J. ELIE | \$2,965.25 | \$481.84 |
| JASMIN HALL | \$2,222.11 | \$1,340.74 |
| GENE T. KOOPMAN | \$1,279.35 | \$0.00 |
| TOTALS | \$12,782.96 | \$3,620.39 |

| | |
|------------------------|--------|
| TOTAL EFTS PROCESSED | 1 |
| BEGINNING CHECK NO. | 105509 |
| ENDING CHECK NO. | 105511 |
| TOTAL CHECKS PROCESSED | 3 |

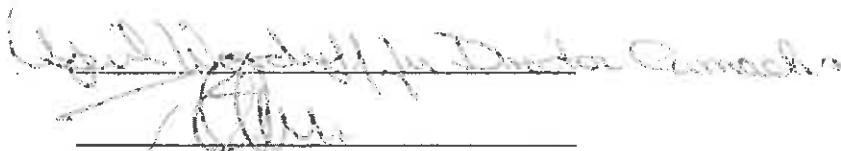
IEUA DIRECTOR PAYSHEET

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|--|-------------------|---------------------------|
| 10-11-15 | IEUA Board Workshop | Yes | \$225.00 |
| 10-14-15 | Public, Legislative Affairs, & Water Resources Committee Meeting | Yes | \$225.00 |
| 10-14-15 | Special IEUA Board Meeting | Yes (same day) | \$-0- |
| 10-24-15 | WELL Regional Workshop | Yes | \$225.00 |
| 10-21-15 | Board Meeting | No (Cancelled) | \$-0- |
| 10-29-15 | Three Valleys MWD Leadership Breakfast | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings) | | | \$900.00 |
| Total No. of Meetings Attended | | | 5 |
| Total No. of Meetings Paid | | | 4 |

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin
Terry Catlin, President, Board of Directors

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

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---|------------|--------------------|
| 10-07-15 | OP & T Committee Telecon update | Yes | \$225.00 |
| 10-12-15 | MWD Standing Committee Meetings | Yes | \$225.00 |
| 10-13-15 | MWD Standing Committee and Board Meetings | Yes | \$225.00 |
| 10-27-15 | MWD Other Committee Meetings | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$900.00 ✓ |
| Total No. of Meetings Attended | | | 4 |
| Total No. of Meetings Paid | | | 4 ✓ |

DIRECTOR SIGNATURE 

Approved by: 
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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---------------------------|-------------|--------------------|
| 10-01-15 | Regional Policy Committee | (Cancelled) | -0- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings | | | |
| Total No. of Meetings Attended | | | 0 |
| Total No. of Meetings Paid | | | 0 |

DIRECTOR SIGNATURE *Michael Camacho*

Approved by: *Terry Catlin*
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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


OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|--------------------------|---------------------|--------------------|
| 10-07-15 | IEUA Board Workshop | Yes | \$225.00 |
| 10-08-15 | Upland Oversight Meeting | Yes (decline pymt.) | \$-0- |
| 10-14-15 | Special Board Meeting | Yes | \$225.00 |
| 10-21-15 | Board Meeting | No (Cancelled) | \$-0- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$450.00 |
| Total No. of Meetings Attended | | | 3 |
| Total No. of Meetings Paid | | | 2 |

**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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|----------|---------------------------|------------|--------------------|
| 10-06-15 | SAWPA Commission Workshop | Yes | \$225.00 |
| 10-20-15 | SAWPA Commission Meeting | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

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

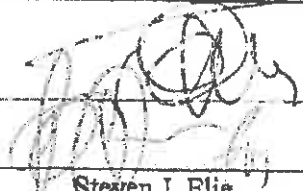
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|-----------------------------|---------------------|--------------------|
| 10-15-15 | CBWM Advisory Cmte. Meeting | Yes (decline pymt.) | \$-0- |
| 10-22-15 | CBWM Board Meeting | Yes (decline pymt.) | \$-0- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings | | | |
| Total No. of Watermaster Meetings Attended | | | 2 |
| 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


OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|----------|-----------------------------------|-------------|--------------------|
| 10-01-15 | 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

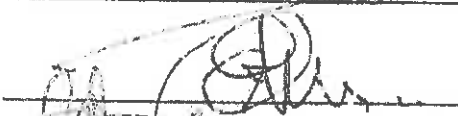
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|--|-------------------|------------|--------------------|
| 10-08-15 | CDA Board Meeting | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$225.00 |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings | | | |
| Total No. of CDA Meetings Attended | | | 1 |
| Total No. of CDA Meetings Paid | | | 1 |

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors


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


IEUA DIRECTOR PAYSHEET

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---|-------------------|---------------------------|
| 10-07-15 | IEUA Board Workshop | Yes | \$225.00 |
| 10-14-15 | Public, Legislative Affairs and Water Resources Committee | Yes | \$225.00 |
| 10-14-15 | Special IEUA Board Meeting | Yes (same day) | \$-0- |
| 10-19-15 | Association of Special District Dinner meeting | No | \$-0- |
| 10-20-15 | DC Legislative Trip | Yes | \$225.00 |
| 10-21-15 | Board Meeting | No (cancelled) | \$-0- |
| 10-21-15 | DC Legislative Trip | Yes | \$225.00 |
| 10-22-15 | DC Legislative Trip | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$1,125.00 |
| Total No. of Meetings Attended | | | 6 |
| Total No. of Meetings Paid | | | 5 |

DIRECTOR SIGNATURE: 

Approved By: 
 Terry Catlin
 President, Board of Directors


IEUA DIRECTOR PAYSHEET

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---|-------------------|---------------------------|
| 10-01-15 | AABE Western Reg. Conference | Yes | \$225.00 |
| 10-02-15 | AABE Western Reg. Conference | Yes | \$225.00 |
| 10-03-15 | Fontana Mayor's Gala | Yes | \$225.00 |
| 10-07-15 | IEUA Board Workshop | Yes | \$225.00 |
| 10-07-15 | Meeting with GM Grindstaff | Yes (staff) | \$-0- |
| 10-14-15 | Special IEUA Board Meeting | No | \$-0- |
| 10-19-15 | Association of Special District Dinner | Yes | \$225.00 |
| 10-21-15 | Board Meeting | No (cancelled) | \$-0- |
| 10-22-15 | Fontana Chamber of Commerce Communicator and Leaders | Yes | \$225.00 |
| 10-23-15 | Gateway to the Future Ribbon Cutting 1-15 Duncan Canyon Interchange | Yes | \$225.00 |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$1,575.00 |
| Total No. of Meetings Attended | | | 8 |
| Total No. of Meetings Paid | | | 7 |

DIRECTOR SIGNATURE 


Approved by: 
 Terry Catlin, President, Board of Directors

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

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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|--|---------------------------|------------|--------------------|
| 10-06-15 | SAWPA Commission Workshop | Yes | \$36.60 |
| 10-20-15 | SAWPA Commission Meeting | Yes | \$36.60 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$73.20 |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$36.60 – difference between SAWPA (\$188.40 (2015) And Agency meetings \$225.00) including Agency meetings | | | |
| Total No. of SAWPA Meetings Attended | | | 2 |
| Total No. of SAWPA Meetings Paid | | | 2 |

DIRECTOR 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

OCTOBER 2015

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|-------------------|------------|--------------------|
| 10-08-15 | CDA Board Meeting | No | \$-0- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings | | | |
| Total No. of CDA Meetings Attended | | | 0 |
| Total No. of CDA Meetings Paid | | | 0 |

DIRECTOR SIGNATURE *Jasmin A. Hall*

Approved by: *Terry Catlin*
Terry Catlin
President, Board of Directors

Check Payee / Description Amount

| | | | | |
|------|----------------------------------|----|---------|-----------|
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM | | | |
| | P/R 22 10/30 Taxes | HR | 0037300 | 7,326.02 |
| | P/R 22 10/30 Taxes | HR | 0037300 | 40,468.73 |
| | | | | ----- |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 47,794.75 |

| | | | | |
|------|--------------------------|----|---------|------------|
| Wire | INTERNAL REVENUE SERVICE | | | |
| | P/R 22 10/30 Taxes | HR | 0037300 | 252,857.84 |
| | | | | ----- |
| | INTERNAL REVENUE SERVICE | | \$ | 252,857.84 |

| | | | | |
|------|----------------------------------|----|---------|-----------|
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM | | | |
| | P/R 23 11/13 Taxes | HR | 0038200 | 7,225.61 |
| | P/R 23 11/13 Taxes | HR | 0038200 | 46,021.26 |
| | | | | ----- |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 53,246.87 |

| | | | | |
|------|--------------------------|----|---------|------------|
| Wire | INTERNAL REVENUE SERVICE | | | |
| | P/R 23 11/13 Taxes | HR | 0038200 | 272,809.14 |
| | | | | ----- |
| | INTERNAL REVENUE SERVICE | | \$ | 272,809.14 |

| | | | | |
|------|----------------------------------|----|---------|--------|
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM | | | |
| | P/R DIR 011 11/13 Taxes | HR | 0038100 | 331.94 |
| | | | | ----- |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 331.94 |

| | | | | |
|------|--------------------------|----|---------|----------|
| Wire | INTERNAL REVENUE SERVICE | | | |
| | P/R DIR 011 11/13 Taxes | HR | 0038100 | 1,906.30 |
| | | | | ----- |
| | INTERNAL REVENUE SERVICE | | \$ | 1,906.30 |

| | | | | |
|------|------------------------------------|--|--------|------------|
| Wire | BANK OF AMERICA NT&SA | | | |
| | P/R 23 11/13/15 EFT Direct Deposit | | 111315 | 649,350.60 |
| | | | | ----- |
| | BANK OF AMERICA NT&SA | | \$ | 649,350.60 |

| | | | | |
|------|----------------------------------|----|---------|-----------|
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM | | | |
| | P/R 24 11/23 Taxes | HR | 0039100 | 46,639.58 |
| | P/R 24 11/23 Taxes | HR | 0039100 | 6,555.95 |
| | | | | ----- |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 53,195.53 |

| | | | | |
|------|--------------------------|----|---------|------------|
| Wire | INTERNAL REVENUE SERVICE | | | |
| | P/R 24 11/23 Taxes | HR | 0039100 | 266,171.06 |
| | | | | ----- |
| | INTERNAL REVENUE SERVICE | | \$ | 266,171.06 |

| | | | | |
|------|--|--|------------|----------|
| Wire | BANK OF AMERICA NT&SA | | | |
| | P/R 11 DIR 11/13/15 EFT Direct Deposit | | 111315 DIR | 1,340.74 |
| | | | | ----- |
| | BANK OF AMERICA NT&SA | | \$ | 1,340.74 |

| | | | | |
|------|------------------------------------|--|--------|------------|
| Wire | BANK OF AMERICA NT&SA | | | |
| | P/R 24 11/25/15 EFT Direct Deposit | | 112515 | 652,697.52 |
| | | | | ----- |
| | BANK OF AMERICA NT&SA | | \$ | 652,697.52 |

| Check | Payee / Description | | Amount |
|-------|--|---------------|------------|
| ACH | SHELL ENERGY NORTH AMERICA LP | | |
| | 9/15 Gas Commodity-Non Core | 2694370 | 17,792.32 |
| | 9/15 Gas Cmmnty-Core,7/15 Adj | 1100002880309 | 527.72 |
| | SHELL ENERGY NORTH AMERICA LP \$ | | 18,320.04 |
| ACH | AQUA BEN CORPORATION | | |
| | RP1-16,100 Lbs Polymer 750A | 33794 | 21,105.55 |
| | DAFT-6,900 Lbs Polymer 748E | 33793 | 7,489.26 |
| | AQUA BEN CORPORATION \$ | | 28,594.81 |
| ACH | CIHIGOYENETCHE GROSSBERG & CLO | | |
| | 3/15 IEUA vs Martin | 49645 | 575.00 |
| | 9/15 Watermaster | 50252 | 5,521.00 |
| | 9/15 Personnel Matter, IEUA Employee | 50249 | 1,500.00 |
| | 9/15 IEUA vs Starlite Reclamation | 50251 | 1,470.00 |
| | 9/15 PS vs IEUA | 50250 | 1,000.00 |
| | 9/15 IEUA vs RP1 Ontario Airport Plume | 50248 | 75.00 |
| | 9/15 IEUA vs PM | 50247 | 50.00 |
| | 9/15 IEUA vs Martin | 50246 | 350.00 |
| | 9/15 General Legal | 50245 | 22,026.00 |
| | 1/15 IEUA vs Martin | 49441 | 75.00 |
| | 2/15 IEUA vs Martin | 49540 | 300.00 |
| | 5/15 IEUA vs Martin | 49826 | 275.00 |
| | 7/15 IEUA vs Martin | 50048 | 100.00 |
| | 4/15 IEUA vs Martin | 49721 | 1,125.00 |
| | CIHIGOYENETCHE GROSSBERG & CLO \$ | | 34,442.00 |
| ACH | HASCO OIL COMPANY, INC. | | |
| | RP2-Mobil Gear 600 XP 150 | 0196350-IN | 771.42 |
| | HASCO OIL COMPANY, INC. \$ | | 771.42 |
| ACH | SANTA ANA WATERSHED | | |
| | September 2015 Truck Discharge | 8733 | 611.67 |
| | September 2015 Service | 8729 | 133,590.79 |
| | SANTA ANA WATERSHED \$ | | 134,202.46 |
| ACH | UNIVAR USA INC | | |
| | RP5-12,771 Lbs Sodium Bisulfite | LA170443 | 3,213.27 |
| | UNIVAR USA INC \$ | | 3,213.27 |
| ACH | SC FUELS | | |
| | 299.7 Gals HDAX 5200 Low Ash Engine Oil | 0421622-IN | 4,319.89 |
| | SC FUELS \$ | | 4,319.89 |
| ACH | THIRDWAVE CORPORATION | | |
| | IS15002-8/1-9/30 ECM Enterprise Assessme 15-2001 | | 1,904.00 |
| | THIRDWAVE CORPORATION \$ | | 1,904.00 |
| ACH | ICMA RETIREMENT TRUST 457 | | |
| | P/R 23 11/13 Deferred Comp Ded | HR 0038200 | 12,500.75 |

| Check | Payee / Description | Amount |
|-------|--|---------------|
| | ICMA RETIREMENT TRUST 457 | \$ 12,500.75 |
| ACH | LINCOLN NATIONAL LIFE INS CO P/R 23 11/13 Deferred Comp Ded HR 0038200 | 24,593.52 |
| | LINCOLN NATIONAL LIFE INS CO | \$ 24,593.52 |
| ACH | ICMA RETIREMENT TRUST 401 P/R 23 11/13 Exec Deferred Comp HR 0038200 | 10,194.40 |
| | ICMA RETIREMENT TRUST 401 | \$ 10,194.40 |
| ACH | AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E 33815 4,992.84 RP1-13,800 Lbs Polymer 750A 33816 18,090.48 | |
| | AQUA BEN CORPORATION | \$ 23,083.32 |
| ACH | UNIVAR USA INC RP5-13,188 Lbs Sodium Bisulfite LA174973 | 2,854.28 |
| | UNIVAR USA INC | \$ 2,854.28 |
| ACH | MARK IV COMMUNICATIONS INC RP4-Server Room to Data Rack Cabling 20719 1,568.56 RP1,RP2,RP4,CCWRF-Cabling and Mounting 20720 5,150.25 | |
| | MARK IV COMMUNICATIONS INC | \$ 6,718.81 |
| ACH | WESTERN MUNICIPAL WATER DISTRI WR15001-9/1/15-9/30/15 994 Sprinkler Noz IEUA-921 | 3,578.40 |
| | WESTERN MUNICIPAL WATER DISTRI\$ | 3,578.40 |
| ACH | PEST OPTIONS INC September 2015 GWR Weed Abatement Servic 249519 | 5,916.00 |
| | PEST OPTIONS INC | \$ 5,916.00 |
| ACH | SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-9/1-9/30 14950 Tlphn 6/1-6 2046 9/15 35,172.60 RP2/RP5-9/1-9/30 16400 El Prado 6/1-6/30 2044 9/15 382.46 RP1-9/1-9/30 2450 Phila St 6/1-6/30 Adj 2042 9/15 102,088.37 | |
| | SHELL ENERGY NORTH AMERICA LP | \$ 137,643.43 |
| ACH | SOLAR STAR CALIFORNIA V LLC 9/15 Solar Energy IEUA0083 | 58,527.19 |
| | SOLAR STAR CALIFORNIA V LLC | \$ 58,527.19 |
| ACH | RP1 FUEL CELL LLC RP1FuelCell-8/28-10/2 2450 Phila IEUA_15-09 | 30,435.99 |
| | RP1 FUEL CELL LLC | \$ 30,435.99 |
| ACH | IEUA GENERAL EMPLOYEES ASSOCIA P/R 23 11/13 Employee Ded HR 0038200 | 1,081.60 |

| Check | Payee / Description | | Amount |
|-------|---|-----------------|------------|
| | IEUA GENERAL EMPLOYEES ASSOCIAS | | 1,081.60 |
| ACH | IEUA PROFESSIONAL EMPLOYEES AS P/R 23 11/13 Employee Ded | HR 0038200 | 390.00 |
| | IEUA PROFESSIONAL EMPLOYEES ASS | | 390.00 |
| ACH | DISCOVERY BENEFITS INC P/R DIR 011 11/13 Cafeteria Plan | HR 0038100 | 80.00 |
| | P/R 23 11/13 Cafeteria Plan | HR 0038200 | 2,751.66 |
| | DISCOVERY BENEFITS INC | \$ | 2,831.66 |
| ACH | DISCOVERY BENEFITS INC P/R 21 & P/R 22 Admin Fees | 0000588545-IN | 156.75 |
| | DISCOVERY BENEFITS INC | \$ | 156.75 |
| ACH | Inland Empire Reg. Composting 9/15 O&M Expenses | SAP0915-IEUAO | 194.49 |
| | Inland Empire Reg. Composting | \$ | 194.49 |
| ACH | AQUA BEN CORPORATION RP1-13,800 Lbs Polymer 750A | 33854 | 18,090.48 |
| | DAFT-4,600 Lbs Polymer 748E | 33853 | 4,992.84 |
| | AQUA BEN CORPORATION | \$ | 23,083.32 |
| ACH | GENESIS CONSTRUCTION EN15046-10/15 Pay Est 1 | PE 1-EN15046 | 15,390.00 |
| | EN15045-10/15 Pay Est 1 | PE 1-EN15045 | 25,460.00 |
| | GENESIS CONSTRUCTION | \$ | 40,850.00 |
| ACH | AGRICULTURAL RESOURCES 12/15 Wtr Quality Consult | 12/15 WTR QLT | 6,000.00 |
| | AGRICULTURAL RESOURCES | \$ | 6,000.00 |
| ACH | CHINO BASIN DESALTER AUTHORITY 2/15-4/15-MWD Rebate Pass Through | 201 | 724,680.00 |
| | CDA-Grndwtr Wells & Raw Wtr Intertie Ppl | 174 | 129,573.17 |
| | CHINO BASIN DESALTER AUTHORITY\$ | | 854,253.17 |
| ACH | RP1 FUEL CELL LLC RP1FuelCell-10/2-10/30 2450 Phila | IEUA_15-10 | 171,735.61 |
| | RP1 FUEL CELL LLC | \$ | 171,735.61 |
| ACH | ESTRADA, JIMMIE J Reim Monthly Health Prem | HEALTH PREM | 469.02 |
| | ESTRADA, JIMMIE J | \$ | 469.02 |
| ACH | LICHTI, ALICE Reim Monthly Health Prem | HEALTH PREM | 173.51 |

| Check | Payee / Description | Amount |
|-------|---|--------------------|
| | LICHTI, ALICE | \$ 173.51 |
| ACH | MORASSE, EDNA Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | MORASSE, EDNA | \$ 173.51 |
| ACH | NOWAK, THEO T Reim Monthly Health Prem | HEALTH PREM 469.02 |
| | NOWAK, THEO T | \$ 469.02 |
| ACH | SONNENBURG, ILSE Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | SONNENBURG, ILSE | \$ 173.51 |
| ACH | DYKSTRA, BETTY Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | DYKSTRA, BETTY | \$ 173.51 |
| ACH | TORRES, ROBERT G Reim Monthly Health Prem | HEALTH PREM 469.02 |
| | TORRES, ROBERT G | \$ 469.02 |
| ACH | MUELLER, CAROLYN Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | MUELLER, CAROLYN | \$ 173.51 |
| ACH | GRIFFIN, GEORGE Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | GRIFFIN, GEORGE | \$ 173.51 |
| ACH | CANADA, ANGELA Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | CANADA, ANGELA | \$ 173.51 |
| ACH | CUPERSMITH, LEIZAR Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | CUPERSMITH, LEIZAR | \$ 173.51 |
| ACH | DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem | HEALTH PREM 295.51 |
| | DELGADO-ORAMAS JR, JOSE | \$ 295.51 |
| ACH | GRANGER, BRANDON Reim Monthly Health Prem | HEALTH PREM 195.24 |
| | GRANGER, BRANDON | \$ 195.24 |
| ACH | GADDY, CHARLES L Reim Monthly Health Prem | HEALTH PREM 195.24 |

| Check | Payee / Description | Amount |
|-------|--|--------------------|
| | GADDY, CHARLES L | \$ 195.24 |
| ACH | BAKER, CHRIS Reim Monthly Health Prem | HEALTH PREM 73.24 |
| | BAKER, CHRIS | \$ 73.24 |
| ACH | WEBB, DANNY C Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | WEBB, DANNY C | \$ 122.00 |
| ACH | HUMPHREYS, DEBORAH E Reim Monthly Health Prem | HEALTH PREM 260.59 |
| | HUMPHREYS, DEBORAH E | \$ 260.59 |
| ACH | MOUAT, FREDERICK W Reim Monthly Health Prem | HEALTH PREM 147.76 |
| | MOUAT, FREDERICK W | \$ 147.76 |
| ACH | MORGAN, GARTH W Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | MORGAN, GARTH W | \$ 122.00 |
| ACH | ALLINGHAM, JACK Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | ALLINGHAM, JACK | \$ 25.76 |
| ACH | MAZUR, JOHN Reim Monthly Health Prem | HEALTH PREM 437.66 |
| | MAZUR, JOHN | \$ 437.66 |
| ACH | RUDDER, LARRY Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | RUDDER, LARRY | \$ 25.76 |
| ACH | INTERLICCHIA, RANDY Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | INTERLICCHIA, RANDY | \$ 122.00 |
| ACH | HAMILTON, MARIA Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | HAMILTON, MARIA | \$ 122.00 |
| ACH | PICENO, TONY Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | PICENO, TONY | \$ 173.51 |
| ACH | RAMOS, CAROL | |

| Check | Payee / Description | Amount |
|-------|---|----------------------|
| | Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | RAMOS, CAROL | \$ 25.76 |
| ACH | FISHER, JAY Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | FISHER, JAY | \$ 122.00 |
| ACH | KING, PATRICK Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | KING, PATRICK | \$ 25.76 |
| ACH | DIETZ, JUDY Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | DIETZ, JUDY | \$ 122.00 |
| ACH | DAVIS, GEORGE Reim Monthly Health Prem | HEALTH PREM 195.24 |
| | DAVIS, GEORGE | \$ 195.24 |
| ACH | MONZAVI, TAGHI Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | MONZAVI, TAGHI | \$ 25.76 |
| ACH | PETERSEN, KENNETH Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | PETERSEN, KENNETH | \$ 173.51 |
| ACH | TRAUTERMAN, HELEN Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | TRAUTERMAN, HELEN | \$ 173.51 |
| ACH | TIEGS, KATHLEEN Reim Monthly Health Prem | HEALTH PREM 1,042.36 |
| | TIEGS, KATHLEEN | \$ 1,042.36 |
| ACH | DIGGS, GEORGE Reim Monthly Health Prem | HEALTH PREM 753.31 |
| | DIGGS, GEORGE | \$ 753.31 |
| ACH | HAYES, KENNETH Reim Monthly Health Prem | HEALTH PREM 816.90 |
| | HAYES, KENNETH | \$ 816.90 |
| ACH | HUNTON, STEVE Reim Monthly Health Prem | HEALTH PREM 195.24 |
| | HUNTON, STEVE | \$ 195.24 |

| Check | Payee / Description | Amount |
|-------|---|--------------------|
| ACH | RODRIGUEZ, LOUIS Reim Monthly Health Prem | HEALTH PREM 147.76 |
| | RODRIGUEZ, LOUIS | \$ 147.76 |
| ACH | VARBEL, VAN Reim Monthly Health Prem | HEALTH PREM 521.18 |
| | VARBEL, VAN | \$ 521.18 |
| ACH | CLIFTON, NEIL Reim Monthly Health Prem | HEALTH PREM 399.18 |
| | CLIFTON, NEIL | \$ 399.18 |
| ACH | DELGADO, FRANCOIS Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | DELGADO, FRANCOIS | \$ 122.00 |
| ACH | WELLMAN, JOHN THOMAS Reim Monthly Health Prem | HEALTH PREM 521.18 |
| | WELLMAN, JOHN THOMAS | \$ 521.18 |
| ACH | SPEARS, SUSAN Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | SPEARS, SUSAN | \$ 25.76 |
| ACH | TROXEL, WYATT Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | TROXEL, WYATT | \$ 173.51 |
| ACH | CORLEY, WILLIAM Reim Monthly Health Prem | HEALTH PREM 437.66 |
| | CORLEY, WILLIAM | \$ 437.66 |
| ACH | CALLAHAN, CHARLES Reim Monthly Health Prem | HEALTH PREM 339.39 |
| | CALLAHAN, CHARLES | \$ 339.39 |
| ACH | LESNIAKOWSKI, NORBERT Reim Monthly Health Prem | HEALTH PREM 268.47 |
| | LESNIAKOWSKI, NORBERT | \$ 268.47 |
| ACH | VER STEEG, ALLEN J Reim Monthly Health Prem | HEALTH PREM 289.90 |
| | VER STEEG, ALLEN J | \$ 289.90 |
| ACH | HACKNEY, GARY Reim Monthly Health Prem | HEALTH PREM 408.35 |
| | HACKNEY, GARY | \$ 408.35 |

| Check | Payee / Description | | Amount |
|-------|---|-------------|--------|
| ACH | CAREL, LARRY Reim Monthly Health Prem | HEALTH PREM | 73.24 |
| | CAREL, LARRY | \$ | 73.24 |
| ACH | TOL, HAROLD Reim Monthly Health Prem | HEALTH PREM | 315.66 |
| | TOL, HAROLD | \$ | 315.66 |
| ACH | BANKSTON, GARY Reim Monthly Health Prem | HEALTH PREM | 457.80 |
| | BANKSTON, GARY | \$ | 457.80 |
| ACH | ATWATER, RICHARD Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | ATWATER, RICHARD | \$ | 122.00 |
| ACH | FIESTA, PATRICIA Reim Monthly Health Prem | HEALTH PREM | 437.66 |
| | FIESTA, PATRICIA | \$ | 437.66 |
| ACH | DIGGS, JANET Reim Monthly Health Prem | HEALTH PREM | 875.31 |
| | DIGGS, JANET | \$ | 875.31 |
| ACH | CARAZA, TERESA Reim Monthly Health Prem | HEALTH PREM | 138.59 |
| | CARAZA, TERESA | \$ | 138.59 |
| ACH | ANDERSON, JOHN Reim Monthly Health Prem | HEALTH PREM | 469.02 |
| | ANDERSON, JOHN | \$ | 469.02 |
| ACH | SANTA CRUZ, JACQUELYN Reim Monthly Health Prem | HEALTH PREM | 753.74 |
| | SANTA CRUZ, JACQUELYN | \$ | 753.74 |
| ACH | HECK, ROSELYN Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | HECK, ROSELYN | \$ | 25.76 |
| ACH | SOPICKI, LEO Reim Monthly Health Prem | HEALTH PREM | 295.51 |
| | SOPICKI, LEO | \$ | 295.51 |
| ACH | HERNANDEZ, BENJAMIN Reim Monthly Health Prem | HEALTH PREM | 399.18 |

| Check | Payee / Description | Amount |
|-------|---|--------------------|
| | HERNANDEZ, BENJAMIN | \$ 399.18 |
| ACH | GOSE, ROSEMARY Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | GOSE, ROSEMARY | \$ 122.00 |
| ACH | KEHL, BARRETT Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | KEHL, BARRETT | \$ 122.00 |
| ACH | RITCHIE, JANN Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | RITCHIE, JANN | \$ 122.00 |
| ACH | LONG, ROCKWELL DEE Reim Monthly Health Prem | HEALTH PREM 399.18 |
| | LONG, ROCKWELL DEE | \$ 399.18 |
| ACH | FATTAHI, MIR Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | FATTAHI, MIR | \$ 122.00 |
| ACH | VERGARA, FLORENTINO Reim Monthly Health Prem | HEALTH PREM 295.51 |
| | VERGARA, FLORENTINO | \$ 295.51 |
| ACH | WARMAN, RALPH Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | WARMAN, RALPH | \$ 173.51 |
| ACH | ROGERS, SHIRLEY Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | ROGERS, SHIRLEY | \$ 173.51 |
| ACH | WALL, DAVID Reim Monthly Health Prem | HEALTH PREM 260.59 |
| | WALL, DAVID | \$ 260.59 |
| ACH | CHUNG, MICHAEL Reim Monthly Health Prem | HEALTH PREM 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 |

| Check | Payee / Description | Amount |
|-------|--|--------------------|
| | 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 25.76 |
| | MOE, JAMES | \$ 25.76 |
| ACH | POLACEK, KEVIN Reim Monthly Health Prem | HEALTH PREM 677.54 |
| | POLACEK, KEVIN | \$ 677.54 |
| ACH | ELROD, SONDRRA Reim Monthly Health Prem | HEALTH PREM 260.59 |
| | ELROD, SONDRRA | \$ 260.59 |
| ACH | FRAZIER, JACK Reim Monthly Health Prem | HEALTH PREM 167.90 |
| | FRAZIER, JACK | \$ 167.90 |
| ACH | HOAK, JAMES Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | HOAK, JAMES | \$ 122.00 |
| ACH | DEZHAM, PARIVASH Reim Monthly Health Prem | HEALTH PREM 167.90 |
| | DEZHAM, PARIVASH | \$ 167.90 |
| ACH | FOLEY III, DANIEL J. Reim Monthly Health Prem | HEALTH PREM 138.59 |
| | FOLEY III, DANIEL J. | \$ 138.59 |
| ACH | CLEVELAND, JAMES Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | CLEVELAND, JAMES | \$ 122.00 |
| ACH | LANGNER, CAMERON Reim Monthly Health Prem | HEALTH PREM 806.79 |
| | LANGNER, CAMERON | \$ 806.79 |
| ACH | HAMILTON, LEANNE Reim Monthly Health Prem | HEALTH PREM 138.59 |
| | HAMILTON, LEANNE | \$ 138.59 |
| ACH | HOOSHMAND, RAY | |

| Check | Payee / Description | | Amount |
|-------|---|-------------|--------|
| | 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 |
| ACH | HOUSER, ROD Reim Monthly Health Prem | HEALTH PREM | 656.63 |
| | HOUSER, ROD | \$ | 656.63 |
| ACH | RUSSO, VICKI Reim Monthly Health Prem | HEALTH PREM | 138.59 |
| | RUSSO, VICKI | \$ | 138.59 |
| ACH | HUSS, KERRY Reim Monthly Health Prem | HEALTH PREM | 399.18 |
| | HUSS, KERRY | \$ | 399.18 |

| Check | Payee / Description | | Amount |
|-------|---|-------------------------|------------------------------------|
| ACH | BINGHAM, GREGG Reim Monthly Health Prem | HEALTH PREM | 555.54 |
| | BINGHAM, GREGG | \$ | 555.54 |
| ACH | CHARLES, DAVID Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | CHARLES, DAVID | \$ | 122.00 |
| ACH | ICMA RETIREMENT TRUST 457 P/R 24 11/23 Deferred Comp Ded | HR 0039100 | 11,308.05 |
| | ICMA RETIREMENT TRUST 457 | \$ | 11,308.05 |
| ACH | LINCOLN NATIONAL LIFE INS CO P/R 24 11/23 Deferred Comp Ded | HR 0039100 | 23,854.17 |
| | LINCOLN NATIONAL LIFE INS CO | \$ | 23,854.17 |
| ACH | ICMA RETIREMENT TRUST 401 P/R 24 11/23 Exec Deferred Comp | HR 0039100 | 8,498.33 |
| | ICMA RETIREMENT TRUST 401 | \$ | 8,498.33 |
| ACH | AQUA BEN CORPORATION RP2-18,400 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A DAFT-4,600 Lbs Polymer 748E | 33892 33880 33879 | 19,971.36 18,090.48 4,992.84 |
| | AQUA BEN CORPORATION | \$ | 43,054.68 |
| ACH | INLAND EMPIRE REGIONAL 10/15 Biosolids | 90017050 | 260,161.74 |
| | INLAND EMPIRE REGIONAL | \$ | 260,161.74 |
| ACH | DANRAE, INC EN15032-10/2015 Professional Services | 141012 | 1,968.75 |
| | DANRAE, INC | \$ | 1,968.75 |
| ACH | IEUA GENERAL EMPLOYEES ASSOCIA P/R 24 11/23 Employee Ded | HR 0039100 | 1,069.10 |
| | IEUA GENERAL EMPLOYEES ASSOCIAS | | 1,069.10 |
| ACH | IEUA PROFESSIONAL EMPLOYEES AS P/R 24 11/23 Employee Ded | HR 0039100 | 450.00 |
| | IEUA PROFESSIONAL EMPLOYEES ASS | | 450.00 |
| ACH | DISCOVERY BENEFITS INC P/R 24 11/23 Employee Ded | HR 0039100 | 2,647.32 |
| | DISCOVERY BENEFITS INC | \$ | 2,647.32 |
| Wire | STATE DISBURSEMENT UNIT P/R 22 10/30 | HR 0037300 | 1,135.25 |

| Check | Payee / Description | | Amount |
|-------|---|---------------|--------------|
| | STATE DISBURSEMENT UNIT | \$ | 1,135.25 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY P/R 22 10/30 PERS | HR 0037300 | 239,002.52 |
| | PUBLIC EMPLOYEES RETIREMENT SY\$ | | 239,002.52 |
| Wire | PUBLIC EMPLOYEES' RETIREMENT S 11/15 Health Ins-Retirees, Board, Employee 1868 11/15 | | 216,200.09 |
| | PUBLIC EMPLOYEES' RETIREMENT S\$ | | 216,200.09 |
| Wire | STATE DISBURSEMENT UNIT P/R 23 11/13 | HR 0038200 | 1,135.25 |
| | STATE DISBURSEMENT UNIT | \$ | 1,135.25 |
| Wire | PUBLIC EMPLOYEE'S RETIREMENT S P/R 23 11/13/15 Deferred Comp Ded | PR 23 111315 | 0.22 |
| | P/R 23 11/13 Deferred Comp Ded | HR 0038200 | 13,232.88 |
| | PUBLIC EMPLOYEE'S RETIREMENT S\$ | | 13,233.10 |
| Wire | STATE BOARD OF EQUALIZATION 10/15 Sales Tax Deposit | 23784561 10/1 | 10,112.00 |
| | STATE BOARD OF EQUALIZATION | \$ | 10,112.00 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY P/R 23 11/13 PERS | HR 0038200 | 245,028.19 |
| | PUBLIC EMPLOYEES RETIREMENT SY\$ | | 245,028.19 |
| Wire | PUBLIC EMPLOYEE'S RETIREMENT S P/R 24 11/23 Deferred Comp Ded | HR 0039100 | 12,600.04 |
| | PUBLIC EMPLOYEE'S RETIREMENT S\$ | | 12,600.04 |
| Wire | METROPOLITAN WATER DISTRICT September 2015 Water Purchase | 8474 | 1,644,476.56 |
| | METROPOLITAN WATER DISTRICT | \$ | 1,644,476.56 |

Grand Total Payment Amount: \$ 6,656,799.28


**CONSENT
CALENDAR
ITEM**


1C


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (1/13/16)
Finance, Legal, and Administration Committee (1/13/16)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Ernest Yeboah 
Executive Manager of Operations/Assistant General Manager

Kenneth Tuliau 
Manager of Maintenance

Subject: Contract Award for As-Needed Supply of Pipe and Hardware Items

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002023 to ASAP Industrial Supply of Fontana, California, establishing a three-year contract for the purchase of pipe and steel products (one-year firm-fixed price with two, one-year options); and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contract extensions.

BACKGROUND

Miscellaneous pipe and steel products are used throughout the Agency for the repair and maintenance of Agency's equipment. In 2008, a contract with American Material Company was approved by the Board for as-needed piping and steel supplies for operations and maintenance purposes. This fiscal year, Agency staff reviewed the utilization of these piping supplies and recommended to re-bid the contract for a more competitive pricing.

A list of 250 inventory and non-inventory products was sent out to bid for pricing, based on the Agency's actual procurement activity and usage over a twelve-month period. Staff solicited proposals through The BidNet Network online solicitation system. Three responsive proposals were received; American Material Company, Applied Industrial Supply, and ASAP Industrial

Supply. Of those three proposals, ASAP Industrial Supply was the lowest bidder. This contract with ASAP Industrial Supply ensures a fixed price, as identified on the rate schedule, for the duration of the contract. Miscellaneous pipe and steel products will be purchased on an “as needed/as ordered” basis. The annual average expenditure for pipe and steel products for maintenance is approximately \$85,000 per year.

PRIOR BOARD ACTION

On June 18, 2008, the Board approved the competitive award of Contract No. 4600000197 to American Materials Supply.

IMPACT ON BUDGET

Funds have been included in the current fiscal year, FY 2016/17, and FY 2017/18 Regional Operations and Maintenance (RO) fund, O&M Materials & Supplies budget for the purchase of miscellaneous pipe and steel products.



**CONTRACT NUMBER: 4600002023
FOR**

AS-NEEDED SUPPLY OF PIPE AND HARDWARE ITEMS

This CONTRACT (Contract), is made and entered into this 15th day of December, 2018, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and ASAP Industrial Supply of Fontana, California (hereinafter referred to as "Supplier"), for the as-needed supply of pipe and hardware items.

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

A. **PROJECT MANAGER:** All direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are as follows:

Project Manager: Charlie Batongmalaque
Location: 2662 E. Walnut Street
Ontario, CA 91761
Telephone: (909) 993-1883
Email: cbatongmalaque@ieua.org

B. **SUPPLIER ASSIGNMENT:** Inquiries related to this Contract shall be referred to the following:

Supplier's Representative: Diane Blackburn
Address: 10927 Jasmine Street
Fontana, CA 92337
Telephone: (909) 923-2727
Facsimile: (909) 429-9658
E-mail: diane@asapis.com

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

1. Amendment(s) to Contract No. 4600002023
2. Contract No. 4600002023, including Exhibit A - Price Schedule
3. Addenda to Request for Proposal No. RFP-RH-15-052
4. Agency's Request for Proposal No. RFP-RH-15-052
5. Supplier's Best & Final Proposal dated November 16, 2015

D. **SCOPE OF WORK / GENERAL INFORMATION:** This is a fixed unit price master contract covering the "as needed" supply of various pipe and hardware items.

Estimated Quantities: The Supplier shall supply the pipe and hardware items to be used by the Agency on as "as needed/as ordered" basis during the term of this Contract. A list of hardware items which may be needed/ordered by the Agency is shown under Exhibit A - Price Schedule and constitutes a representative example listing of items which may be needed/ordered by the Agency in the future. However, the Agency will not be obligated to purchase any specific items and/or quantities and reserves the right to purchase either more, less or none of these products at the fixed unit price documented within this Contract.

Ordering Protocol: Delivery orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period. Supplier will be provided a list of Agency personnel who are authorized to place delivery orders against this master contract. The Agency may update said authorization list from time to time as necessary. Only the personnel reflected on said list will be authorized to place delivery orders. Delivery orders shall be transmitted to Supplier via e-mail only. Verbal orders shall not be accepted.

Shipping Instructions: Shipments shall be made within 2 business days after issuance of a written (e-mailed) order from authorized Agency personnel. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. In select cases, Agency personnel may choose to "will call" the ordered items from the selected Supplier's facility.

Delivery Locations: Delivery orders may ship to the following addresses; one of which will be specified by IEUA ordering personnel at time of e-mail order placement:

Regional Plant No. 1 – Warehouse
2662 E. Walnut St.
Ontario, CA 91761

Regional Plant No. 2
16400 El Prado Road
Chino, CA 91708

Carbon Canyon Wastewater Recycling Facility
14950 Telephone Ave.
Chino, CA 91708

Regional Plant No. 4
12811 6th Street
Rancho Cucamonga, CA 91729

Regional Plant No. 5
6068 Kimball Ave.
Chino, CA 91708

The Agency reserves the right to add any additional locations as may subsequently be required. Any added locations shall receive the same product, service, pricing, etc. as required in the original Contract.

Termination: The Agency may reject delivery or terminate the Contract if the quality of the delivered product is substandard. In the event delivered product is rejected, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The Agency may terminate the Contract or simply refrain from placing subsequent delivery orders should two or more deliveries be rejected in a one year period.

- E. **TERM OF CONTRACT / OPTIONS:** The term of this Contract shall run from the date of its bi-lateral execution through January 31, 2017. Additionally, upon the Agency and the Supplier reaching mutual agreement as to any/all revisions needed to the Exhibit A - Rate Schedule, this Contract may be extended via formal written amendment and via one year increments, for up to two (2) additional years; which would result in an aggregate total Contract term of three years. In the event the Agency desires to exercise the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term or any extension thereof.

- F. (This section has been intentionally deleted.)

- G. **PAYMENT AND COMPENSATION:** The Agency shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any product which does not meet or exceed Agency requirements or have proven unacceptable until such product is replaced and accepted by the Agency's Contract Administrator.

Supplier's invoices shall be submitted to: Inland Empire Utilities Agency
Attn: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

OR invoices may be submitted electronically via: APGroup@ieua.org

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the Price Schedule listed under Exhibit A to this document.

Supplier Mark-Up Percentage for Unlisted Items: If the Agency requests Supplier to provide an item(s) not listed within the Exhibit A - Price Schedule, the price paid by Agency to the Supplier shall be +12.0% above the actual cost paid by Supplier for that un-listed item(s).

H. **FITNESS FOR DUTY:**

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby); and
 - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
2. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

- I. **REQUIRED INSURANCE:** During the term of this Contract, the Supplier shall maintain at Supplier's 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 \$2,000,000.

2. **Automobile Liability:** \$500,000 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. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention (as respects the Agency), its officers, officials, employees, volunteers, property owners and engineers under contract to the Agency; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as additionally insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. 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 Supplier's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Supplier'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, volunteers, property owners or engineers under contract to the Agency
 - d. The Supplier'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 Supplier 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, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Supplier for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Supplier 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. Submission of Certificates: Supplier shall submit all required certificates and endorsements to the following:

Roger Hughbanks (via e-mail: rhughbanks@ieua.org) or
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing and/or pending state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the IEUA Contract Administrator.
4. Indemnification: Supplier 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:
 - A. The negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on

account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Supplier;

C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Supplier to faithfully perform the work and all of the Supplier's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

5. **Conflict Of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
6. **Equal Opportunity:** During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. **Disputes:**
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier 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.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier 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 Supplier 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 Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), 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 CEO/GM 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 Supplier is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
 - c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.

(2) In the event that none of the names submitted by Supplier are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

(3) If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

d. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a Supplier 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 Supplier.

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

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

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

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

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

Agency: Warren Green
Manager of Contracts/Procurement & Facilities Services
Inland Empire Utilities Agency, A Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Veronica Schmidt
Partner
ASAP Industrial Supply
10927 Jasmine Street
Fontana, CA 92337

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.

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier. (Government Code Section 4154)
- O. **GOVERNING LAW:** This Contract is to be governed by and construed in accordance with the laws of the State of California.
- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or Agency shall be null, void, and of no legal effect whatsoever.
- R. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **TERMINATION:** The Agency reserves the right to, at any time, immediately suspend and/or terminate this Contract upon issuance of written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination.
- T. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written 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.
- U. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

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

**INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District:**

ASAP INDUSTRIAL SUPPLY:

P. Joseph Grindstaff
General Manager

Date

Veronica Schmidt
Veronica Schmidt
Partner

Date

12/9/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| PRODUCER WE Insurance 4940 Kearny Villa Road Suite 112 San Diego CA 92123 | CONTACT NAME: Greg Ellis PHONE (AG. No. Ext.): (858) 569-2030 FAX (AG. No.): (858) 277-4961 E-MAIL ADDRESS: greg@we-insurance.com | | | | | | | | | | | | | |
|---|--|-------------------------------|-------|---|-------|---|-------|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAICS</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Security National Insurance Co</td> <td>33120</td> </tr> <tr> <td>INSURER B: Golden Eagle Insurance Company</td> <td>10836</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAICS | INSURER A: Security National Insurance Co | 33120 | INSURER B: Golden Eagle Insurance Company | 10836 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAICS | | | | | | | | | | | | | |
| INSURER A: Security National Insurance Co | 33120 | | | | | | | | | | | | | |
| INSURER B: Golden Eagle Insurance Company | 10836 | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED (800) 425-9666 Asap Industrial Supply Inc 10927 Jasmine St Fontana CA 92337 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3619 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| PKB# | TYPE OF INSURANCE | ADDITIONAL | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|------|---|------------|---------------|--------------|--------------|---|
| LTB | | INSR | | (MM/DD/YYYY) | (MM/DD/YYYY) | |
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y | BZE1656154420 | 10/1/2015 | 10/1/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,300,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | Y | ZAW1656154420 | 10/1/2015 | 10/1/2016 | COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | SWC1085929 | 10/1/2015 | 10/1/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Inland Empire Utilities Agency, its officers, officials, employees, volunteers, property owners or engineers are listed as additional insured as required by written contract. Primary & Non-Contributory wording applies. 30 day notice for cancellation or policy change. 10 day notice for non-pay.

| | |
|--|---|
| CERTIFICATE HOLDER Inland Empire Utilities Agency Attn: RogerHughbanks P.O. Box 9020 Chino Hills CA 91709 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

© 1988-2010 ACORD CORPORATION. All rights reserved.


**CONSENT
CALENDAR
ITEM**


1D


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(01/13/16)
Finance, Legal, and Administration Committee (01/13/16)

From: P. Joseph Grindstaff 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-4 Power Center Roof Access Construction Contract Award

RECOMMENDATIONS

It is recommended that the Board of Directors:

1. Approve the construction contract award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Agency has recently completed the Agency-Wide Heating, Ventilation, and Air Conditioning (HVAC) Improvements, Package No. 2, Project No. EN13056. HVAC systems reliable operation is essential to maintaining suitable operating temperature conditions in control rooms and power centers. As part of the HVAC Package No. 2 Project, Regional Water Recycling Plant No. 4 (RP-4) Motor Control Center (MCC) Power Center Five HVAC system was upgraded to enhance reliability and provide redundancy. A new roof-packaged air conditioning (AC) unit was installed, and the existing roof-packaged AC unit support had to be raised to accommodate the new HVAC ducting installed on the roof as part of the project. The RP-4 MCC Power Center Five houses numerous pieces of electrical equipment including circuit breakers and variable frequency drives serving the recycled water pumps and other process equipment at RP-4.

RP-4 Power Center Roof Access Construction Contract Award

January 20, 2016

Page 2 of 3

The existing MCC Power Center Five building does not provide safe and adequate accessibility to the HVAC units. The new configuration of the roof-packaged AC units significantly elevated both units above the parapet wall while the new ducting layout resulted in limited maintenance space and access around the AC units. To meet access and safety concerns, it is recommended to install a permanent roof access stairway along with a roof-mounted platform and handrail system. Currently, the building roof has temporary handrails, which will be removed once the permanent system is installed.

A Request for Bids was advertised on November 10, 2015, to the pre-qualified list of contractors for projects under \$2,000,000. Three (3) contractors participated in the job walk. In response to the bid advertisement, the Agency received two (2) bids on December 9, 2015, as summarized in the table below:

| Bidder Name | Price |
|--|-----------|
| SCW Contracting Corporation | \$188,000 |
| W. A. Rasic Construction Company, Inc. | \$254,000 |
| Engineer's Estimate | \$140,000 |

The total projected costs are as follows:

| Description | Estimated Cost |
|---|----------------|
| HVAC Package 2 (Design, Construction, IEUA, and Labor Augmentation) | \$821,400 |
| Construction | \$188,000 |
| Construction Management (Consultant, IEUA, and Labor Augmentation) | \$60,000 |
| Contingency (~15%) | \$37,000 |
| Total Project Cost | \$1,106,400 |
| Total Project Budget | \$1,106,500 |

The project schedule is as follows:

| Project Milestone | Date |
|-----------------------------|--------------|
| Design Completion | July 2015 |
| Construction Contract Award | January 2016 |
| Construction Completion | July 2016 |

The RP-4 MCC Power Center Five Roof Access project is part of the Agency's Workplace Environment Business Goal to ensure a safe and healthy work environment to protect employees and Stakeholders.

PRIOR BOARD ACTION

On July 16, 2014, the Board approved the construction contract award for the Agency-Wide HVAC Improvements, Package No. 2, Project No. EN13056.

RP-4 Power Center Roof Access Construction Contract Award

January 20, 2016

Page 3 of 3

IMPACT ON BUDGET

The construction contract for the RP-4 Power Center Roof Access, Project No. EN13056.01, in the amount of \$188,000 is within the total project budget of \$1,106,500 in the Regional Wastewater Capital (RC) Fund.

PJG:CB:SS:jz

RP-4 Power Center Roof Access Construction Contract Award

Project No. EN13056.01

January 2016



Inland Empire Utilities Agency

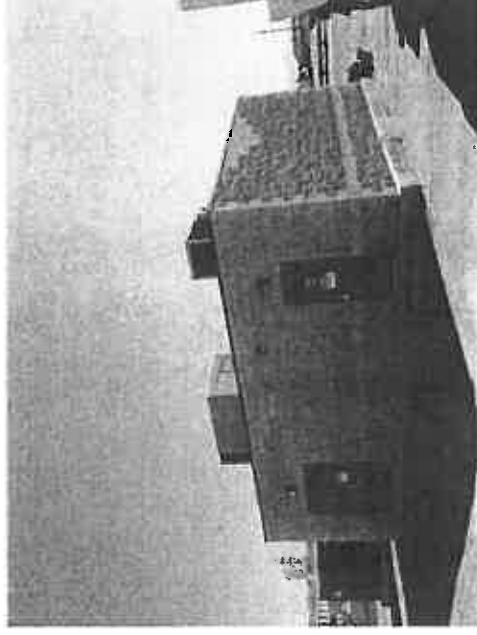
A MUNICIPAL WATER DISTRICT

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

Jamal Zughbi, P.E.
Project Manager

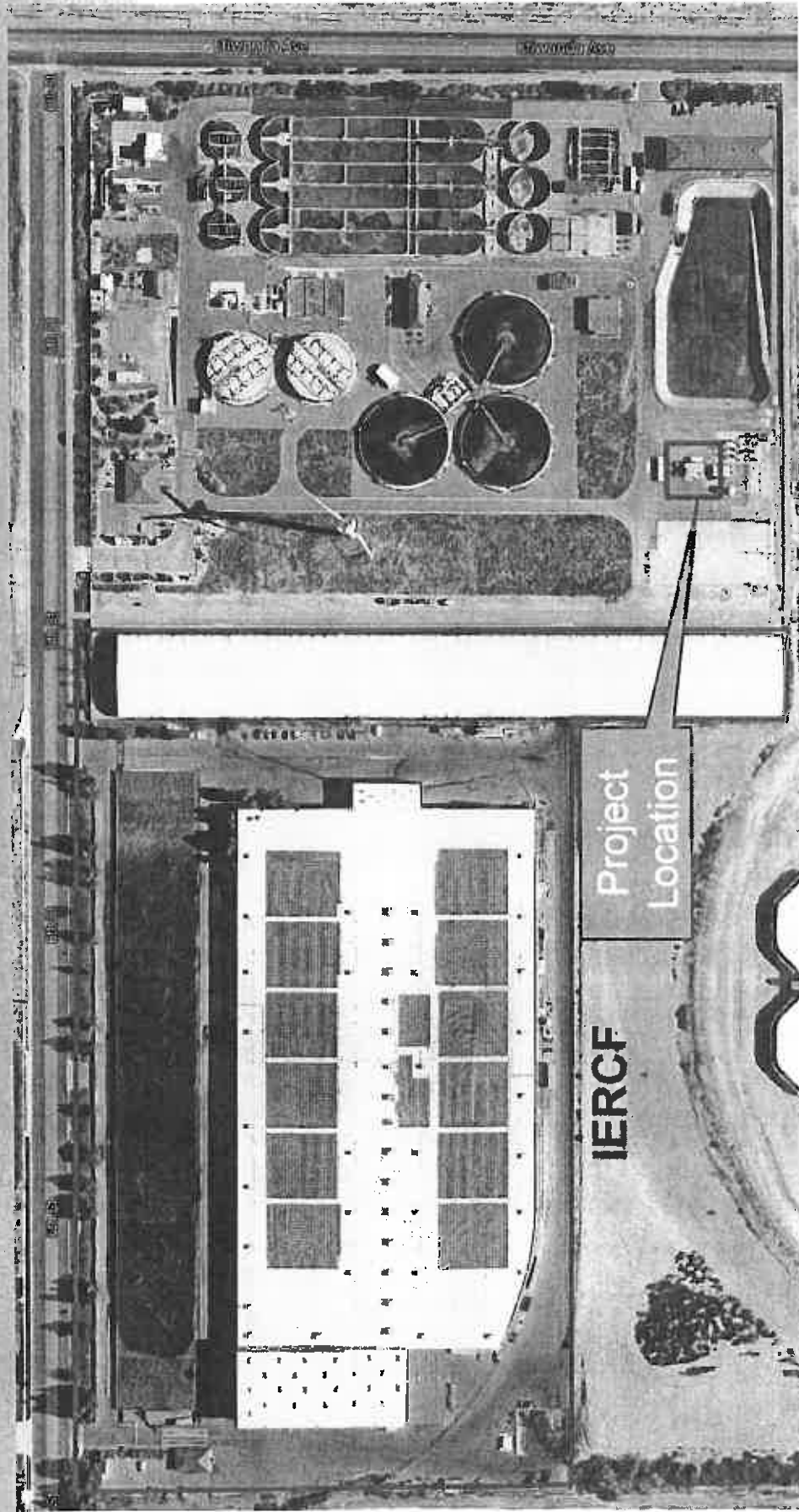
Project Background

- Power Center Five building HVAC recently upgraded
- Installed a new roof packaged air conditioning (AC) unit
- Modified/raised existing AC unit support
- Installed new ducting on the building roof
- To address access and safety concerns



RP-4 Power Center Original Building

Project Location



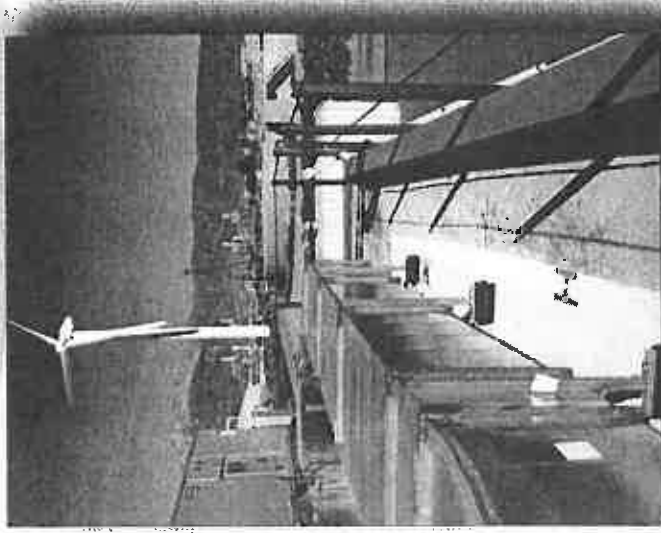
RP-4

Project
Location

IERCF

Project Scope

- RP-4 Power Center Roof Access scope includes:
 - Design
 - Stairway from ground to roof
 - Platform and landing stairs on the roof
 - Roof perimeter handrail system
 - Misc. concrete pads and supports
 - Removal of temporary handrails



RP-4 Power Center Five Duct
and A/C Access

Bid Results

Two bids received on December 8, 2015:

| Bidder Name | Price |
|--|------------------|
| SCW Contracting Corporation | \$188,000 |
| W. A. Rasic Construction Company, Inc. | \$254,000 |
| Engineer's Estimate | \$140,000 |

Project Cost & Schedule

| Description | Estimated Cost |
|---|--------------------|
| HVAC Package 2 (Design, Construction, IEUA, and Labor Augmentation) | \$821,400 |
| Construction | \$188,000 |
| Construction Services (IEUA and Labor Augmentation) | \$60,000 |
| Contingency (~15%) | \$37,000 |
| Total Project Cost | \$1,106,400 |
| Total Project Budget | \$1,106,500 |

| Project Milestone | Date |
|-----------------------------|--------------|
| Design Completion | July 2015 |
| Construction Contract Award | January 2016 |
| Construction Completion | July 2016 |

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the Construction Contract Award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000 and authorize the General Manager to execute the contract.

The project is part of the Agency's Workplace Environment Business Goal to ensure a safe and healthy work environment to protect employees and Stakeholders.



CONTRACT NUMBER: 4600002029
FOR
RP-4 MCC – POWER CENTER FIVE ROOF ACCESS
PROJECT NO. EN13056.01

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2016 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 SCW Contracting Corporation, with offices located in Fallbrook, California (hereinafter referred to as "Contractor"), for the construction of the RP-4 MCC - Power Center Five Roof Access, Project EN13056.01.

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

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

Project Manager: Jamal Zughbi, Senior Engineer
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708
Telephone: (909) 993-1698
Email: jzughbi@ieua.org

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

Contractor: Peter Kogler, Project Manager
SCW Contracting Corporation
Address: 2525 North Old Highway 395
Fallbrook, CA 92028
Telephone: (760) 728-1308
Email: pkogler@scwcompanies.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 4600002029.
 2. Contract number 4600002029 General Terms and Conditions.
 3. Agency's Request for Proposals (RFP) number RFP-RW-15-091 and all germane addenda (**Exhibit A**).
 4. Contractor's proposal dated December 8, 2015 (**Exhibit B**).
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the Agency's Request for Proposals (RFP) RFP-RW-15-091, attached hereto, referenced herein, and made a part hereof by this reference as **Exhibit A**.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon acceptance of the design's construction as signed off by the Agency's cognizant Engineering & Construction Management Department personnel and project management, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor shall submit one lump-sum invoice, valued at the total firm-fixed price established for this Contract. 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.

All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

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

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

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

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As compensation for the work performed under this Contract, Agency shall pay Contractor a ***not-to-exceed maximum \$188,000.00*** for all work satisfactorily provided

hereunder in accordance with RFP-RW-15-091, attached hereto, referenced herein, and made a part hereof as **Exhibit B**.

Note: All payments made, whether for design or construction build, shall be in accordance with the payment terms outlined in Request for Proposals (RFP) number RFP-RW-14-072.

7. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's 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 0001-87 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.
 - a. The insurance shall include coverage for each of the following hazards:

Premises – Operations
Owners and Contractors Damage
Broad Form Property Damage
Contractual for Specific Contract
Severability of Interests or Cross-Liability
XCU [Explosion, Collapse and Underground] Hazards
Personal Injury – with the "Employee" Exclusion Deleted
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 87, 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.
4. **Builders Risk completed value (course of construction) fire insurance with extended coverage and a vandalism and malicious endorsement.** The policy shall cover the full value of all completed construction, which includes all material and labor invested in the construction and the full value of all equipment and material at the job site. Said policy shall remain in effect until acceptance of the by the Agency.

5. **Payment, Labor & Material, and Performance Bonds:** Bonding is required, per Public Contract Code Article 121., Section 21565, for public works projects. All construction-related labor for this project is designated as the public works portion of this project and therefore subject to prevailing wage. Contractor shall furnish bonding with the use of forms furnished in the RFP.

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

- C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsement 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, volunteers, property owners or engineers under contract to the Agency.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency

- 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, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Contractor for the Agency.

3. **Builders Risk Insurance (Course of Construction)**

The Agency is to be named as the loss payee.

4. **All Coverages**

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

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with 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. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Ms. Angela Witte, Risk Specialist

P.O. Box 9020
Chino Hills, California 91709-0902

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

9. **LEGAL RELATIONS AND RESPONSIBILITIES**

A. **Professional Responsibility:** The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. **Status of Contractor:** The Contractor is retained as an independent Contractor only, for the sole purpose of 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.

Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:

<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>

D. **Confined Space Work:**

I. Precautions and Programs:

a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.

b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by

the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.

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

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

1) All employees on the work or work site and other persons and organizations who may be affected thereby;

2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and

3) All other property at the site.

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

1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*

2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.

F. 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.

- G. 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.
- H. Liens: Contractor shall pay all sums of money that become due from 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.
- I. Indemnification: Contractor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration

shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court

pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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.

N. **Workers' Legal Status:** For performance against this Contract, Supplier 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.

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

10. **FITNESS FOR DUTY:**

A. **Fitness:** Consultant 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
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. **Compliance:** Consultant shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these

requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the 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.
12. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify 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.

13. **NON-CONFORMING WORK AND WARRANTY:** Contractor represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. 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 or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Contractor by Agency, or any other person or entity.
14. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Inland Empire Utilities Agency
Attn: Mr. Warren T. Green
Manager of Contracts and Facilities Services
P.O. Box 9020
Chino Hills, California 91709-0902

Contractor: SCW Contracting Corporation
Attn: Mr. Jeffery Scrape
President and Responsible Managing Officer (RMO)
2525 N. Old Highway
Fallbrook CA 92028

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.

15. **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.
16. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
17. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
21. **LIQUIDATED DAMAGES:** Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery

schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.

- 22. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written 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. **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:

SCW CONTRACTING CORPORATION:

P. Joseph Grindstaff
General Manager

(Date)

Jeffrey Dean Scrape
President

(Date)

[Balance Of This Page Intentionally Left Blank]