



**FINANCE AND ADMINISTRATION  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, NOVEMBER 8, 2017  
10:30 A.M.**

*Or immediately following the  
Engineering, Operations, &  
Water Resources Committee Meeting*

**CALL TO ORDER**

**PUBLIC COMMENT**

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

**A. MINUTES**

The Committee will be asked to approve the Finance and Administration Committee meeting minutes of October 11, 2017.

**B. REPORT ON GENERAL DISBURSEMENTS**

Staff recommends that the Committee/Board approve the total disbursements for the month of September 2017, in the amount of \$18,087,402.66.

2. **ACTION ITEMS**

A. **INVESTMENT ADVISORY & MANAGEMENT SERVICES CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award Contract No. 4600002440 to PFM Asset Management LLC for an initial three (3) year period with two, one-year options to extend, for investment advisory and management services; and
2. Authorize the General Manager to negotiate and execute the contract.

B. **RP-4 TRIDENT FILTERS CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
2. Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
3. Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

C. **CHINO BASIN WATER BANK PLANNING AUTHORITY: JOINT POWERS AUTHORITY AGREEMENT**

Staff recommends that the Committee/Board:

1. Approve the Chino Basin Water Bank Planning Authority Joint Powers Authority Agreement; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

3. **INFORMATION ITEMS**

A. **WORKERS' COMPENSATION SELF-INSURED ANALYSIS 2017 (WRITTEN)**

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

4. **GENERAL MANAGER'S COMMENTS**

5. **COMMITTEE MEMBER COMMENTS**
6. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
7. **ADJOURN**

\*A Municipal Water District

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

**DECLARATION OF POSTING**

Proofed by: sh

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, November 2, 2017.

  
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April Woodruff

**CONSENT  
ITEM**

**1A**





## MINUTES

### FINANCE AND ADMINISTRATION COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY\* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, OCTOBER 11, 2017  
10:30 A.M.

#### COMMITTEE MEMBERS PRESENT

Paul Hofer, Chair  
Steven J. Elie

#### STAFF PRESENT

P. Joseph Grindstaff, General Manager  
Chris Berch, Executive Manager of Engineering/AGM  
Randy Lee, Executive Manager of Operations/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Sharmeen Bhojani, Manager of Human Resources  
Javier Chagoyen-Lazaro, Manager of Finance and Accounting  
Jason Gu, Grants Officer  
Sylvie Lee, Manager of Planning & Environmental Compliance  
Jason Pivovaroff, Senior Engineer  
Shaun Stone, Manager of Engineering  
April Woodruff, Board Secretary/Office Manager

#### OTHERS PRESENT

None

The meeting was called to order at 10:37 a.m. There were no public comments received or additions to the agenda.

#### CONSENT CALENDAR ITEMS

The Committee:

- ◆ Approved the Finance and Administration Committee meeting minutes of September 13, 2017.
- ◆ Recommended that the Board approve the total disbursements for the month of August 2017, in the amount of \$19,180,948.43.

#### ACTION ITEMS

The Committee:

- ◆ Recommended that the Board:
  1. Award a construction contract for the RP-1 Headworks, Primary, and Secondary Upgrades, Project No. EN14019, to Myers & Sons Construction LP in the amount of \$5,690,000;

2. Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$510,558; and

3. Authorize the General Manager to execute the contract and contract amendment;

as an Action Item on the October 18, 2017 Board meeting agenda.

◆ Recommended that the Board:

1. Adopt Resolution No. 2017-10-1, authorizing IEUA to apply for and enter into a financial assistance agreement with the DPR for the Outdoor Environmental Education Facilities Grant Program; and

2. Authorize the General Manager or his designee, to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any amendment thereto, and sign invoice with DPR;

as a Consent Calendar Item on the October 18, 2017 Board meeting agenda.

#### **INFORMATION ITEMS**

The following information items were presented or received and filed by the Committee:

- ◆ Funding of Estimated Workers' Compensation Liabilities
- ◆ Policy Principles on Water Storage and Purchase Opportunities
- ◆ Treasurer's Report of Financial Affairs

#### **GENERAL MANAGER'S COMMENTS**

General Manager P. Joseph Grindstaff stated that the Metropolitan Water District of Southern California has approved the California WaterFix.

#### **COMMITTEE MEMBER COMMENTS**

There were no additional Committee Member comments.

#### **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

There were no Committee Member requests for future agenda items.

With no further business, Director Hofer adjourned the meeting at 11:12 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: NOVEMBER 8, 2017**

**CONSENT  
ITEM**

**1B**



**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

**Committee:** Finance & Administration

11/08/17

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

**Subject:** Report on General Disbursements

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**Executive Summary:**

Total disbursements in September were \$18,087,402.66. September disbursement activity includes vendor check payments of \$4,666,845.15 and worker's compensation check payments of \$3,795.53. The total amount of ACH payments was \$4,827,752.74. The total amount of wire transfer payments (excluding payroll) was \$6,360,444.85. The total pay for the Board of Directors was \$6,008.13. The total pay for employees was \$2,222,556.26.

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**Staff's Recommendation:**

1. Approve the total disbursements for the month of September 2017, in the amount of \$18,087,402.66.

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

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

None.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

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

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**Attachments:**

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

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# Background

Subject: Report on General Disbursements

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

**Table 1: Total Disbursements by Type**

Attachment	Payment Type	Amount
1	Vendor Checks	\$4,666,845.15
2	Workers' Comp Checks	\$3,795.53
3	Vendor ACHs	\$4,827,752.74
4	Vendor Wires (excludes Payroll)	\$6,360,444.85
5	Payroll-Net Pay-Directors	\$6,008.13
6	Payroll-Net Pay-Employees	\$2,222,556.26
<b>Total Disbursements</b>		<b>\$18,087,402.66</b>

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

**Table 2: Major Disbursements Paid in September 2017**

Vendor	Amount	Description
MWD	\$4,843,258.38	July 2017 Water Purchase
CHINO BASIN DESALTER AUTHORITY	\$2,468,000.00	EN16021.90- USBR Brine Concentrate Reduction Facility- Contribution #2
LACSD	\$1,182,509.98	17/18 1st Qtr WstWtr Trmnt Surchg
KEMP BROS CONSTRUCTION INC	\$1,004,320.10	EN15008-Water Quality Laboratory PE#12
SO CALIF EDISON	\$794,375.21	8/17 Electricity Costs
PERS	\$690,747.71	9/17 Hlth Ins; P/R 18, 19 DIR 009 PERS Cont
I R S	\$674,733.06	P/R 18, 19, Pyrl Taxes

# Attachment 1

## Vendor Checks

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149				
Acct number		CHECK 231167641				
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca /void
220816	2200085472	09/07/2017	USD	1,862.00	A & G INSTRUMENT SERVICE FULLERTON CA	09/12/2017
220817	2200085449	09/07/2017	USD	2,129.60	AERATION INDUSTRIES INT'L INC CHASKA MN	09/12/2017
220818	2200085466	09/07/2017	USD	130.50	AEROTEK INC ATLANTA GA	09/12/2017
220819	2200085444	09/07/2017	USD	422.25	AIRGAS WEST INC PASADENA CA	09/11/2017
220820	2200085462	09/07/2017	USD	549.53	AMAZON.COM SEATTLE WA	09/20/2017
220821	2200085483	09/07/2017	USD	873.72	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/12/2017
220822	2200085460	09/07/2017	USD	35.00	ASBCSD HESPERIA CA	09/18/2017
220823	2200085487	09/07/2017	USD	17,341.79	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	09/11/2017
220824	2200085508	09/07/2017	USD	1,422.15	BURRTEC WASTE INDUSTRIES INC FONTANA CA	09/14/2017
220825	2200085488	09/07/2017	USD	10,976.27	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/12/2017
220826	2200085457	09/07/2017	USD	111,226.28	CAROLLO ENGINEERS WALNUT CREEK CA	09/22/2017
220827	2200085512	09/07/2017	USD	53.50	CARTER, JOSEPH CHINO HILLS CA	09/21/2017
220828	2200085467	09/07/2017	USD	3,127.44	CASC ENGINEERING AND CONSULTING COLTON CA	09/12/2017
220829	2200085476	09/07/2017	USD	4,149.53	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/18/2017
220830	2200085433	09/07/2017	USD	395.00	CITY RENTALS INC ONTARIO CA	09/13/2017
220831	2200085484	09/07/2017	USD	1,650.00	CIVIC PUBLICATIONS INC LA VERNE CA	09/18/2017
220832	2200085473	09/07/2017	USD	5,726.58	CS-AMSCO HUNTINGTON BEACH CA	09/18/2017
220833	2200085448	09/07/2017	USD	1,947.74	CUCAMONGA VALLEY WATER DISTRICT RANCHO CUCAMONGA CA	09/14/2017
220834	2200085453	09/07/2017	USD	3,350.69	DELL MARKETING L P PASADENA CA	09/12/2017
220835	2200085456	09/07/2017	USD	115.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	09/18/2017
220836	2200085485	09/07/2017	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	09/18/2017
220837	2200085441	09/07/2017	USD	107.64	FIRST AID 2000 HUNTINGTON BEACH CA	09/15/2017
220838	2200085435	09/07/2017	USD	969.08	FISHER SCIENTIFIC LOS ANGELES CA	09/11/2017
220839	2200085504	09/07/2017	USD	854.20	FONTANA WATER COMPANY FONTANA CA	09/13/2017
220840	2200085509	09/07/2017	USD	1,067.56	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/15/2017
220841	2200085446	09/07/2017	USD	537.69	GRAINGER PALATINE IL	09/12/2017
220842	2200085513	09/07/2017	USD	1,120.63	HALL, JASMIN CHINO HILLS CA	09/11/2017
220843	2200085496	09/07/2017	USD	3,235.21	IDEXX DISTRIBUTION INC ATLANTA GA	09/13/2017
220844	2200085455	09/07/2017	USD	290.93	KONICA MINOLTA PASADENA CA	09/12/2017
220845	2200085490	09/07/2017	USD	73.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	09/20/2017
220846	2200085492	09/07/2017	USD	1,788.81	MANAGED MOBILE INC PLACENTIA CA	09/12/2017
220847	2200085451	09/07/2017	USD	1,282.43	MISCO WATER FOOTHILL RANCH CA	09/14/2017
220848	2200085434	09/07/2017	USD	3,792.84	OFFICE DEPOT PHOENIX AZ	09/18/2017
220849	2200085437	09/07/2017	USD	527.54	P L HAWN COMPANY INC HUNTINGTON BEACH CA	09/12/2017
220850	2200085464	09/07/2017	USD	2,685.60	PALM AUTO DETAIL INC COLTON CA	09/15/2017
220851	2200085445	09/07/2017	USD	2,960.73	PETE'S ROAD SERVICE FULLERTON CA	09/13/2017
220852	2200085454	09/07/2017	USD	6,807.65	POLYDYNE INC ATLANTA GA	09/11/2017
220853	2200085438	09/07/2017	USD	3,646.58	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/21/2017
220854	2200085439	09/07/2017	USD	311.00	RAYNE WATER CONDITIONING COVINA CA	09/11/2017
220855	2200085463	09/07/2017	USD	1,450.70	REBSTEK CORP LANCASTER PA	09/12/2017
220856	2200085471	09/07/2017	USD	64,682.40	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	09/18/2017
220857	2200085486	09/07/2017	USD	10,000.00	ROBERTS CONSULTING GROUP INC RANCHO MIRAGE CA	09/12/2017
220858	2200085440	09/07/2017	USD	9,520.20	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/13/2017
220859	2200085447	09/07/2017	USD	2,320.55	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA	09/18/2017



Bank	CBB	CITIZENS BUSINESS BANK					ONTARIO CA 917610000
Bank Key	122234149						
Acct number	CHECK	231167641					
Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
220860	2200085480	09/07/2017	USD	940.00	SCREENVISION DIRECT NEW YORK NY	09/13/2017	
220861	2200085514	09/07/2017	USD	537.80	SELIO, RICHARD CHINO HILLS CA	09/22/2017	
220862	2200085481	09/07/2017	USD	754.25	SIEMENS ENERGY INC DALLAS TX	09/13/2017	
220863	2200085500	09/07/2017	USD	320,145.42	SO CALIF EDISON ROSEMEAD CA	09/14/2017	
220864	2200085501	09/07/2017	USD	29,675.83	SO CALIF EDISON ROSEMEAD CA	09/13/2017	
220865	2200085502	09/07/2017	USD	436.73	SO CALIF GAS MONTEREY PARK CA	09/15/2017	
220866	2200085503	09/07/2017	USD	300.93	SO CALIF GAS MONTEREY PARK CA	09/15/2017	
220867	2200085474	09/07/2017	USD	4,232.00	STANTEC CONSULTING INC CHICAGO IL	09/12/2017	
220868	2200085495	09/07/2017	USD	339.59	STORETRIEVE LLC MONTEBELLO CA	09/12/2017	
220869	2200085489	09/07/2017	USD	6,018.25	THERMO ELECTRON NORTH AMERICA ATLANTA GA	09/15/2017	
220870	2200085491	09/07/2017	USD	1,442.46	TRIPLEPI SMITH AND ASSOCIATES, IRVINE CA	09/22/2017	
220871	2200085465	09/07/2017	USD	716.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/11/2017	
220872	2200085459	09/07/2017	USD	2,117.29	U S HOSE INC ONTARIO CA	09/12/2017	
220873	2200085442	09/07/2017	USD	818.05	UNDERGROUND SERVICE ALERT/SC CORONA CA	09/18/2017	
220874	2200085470	09/07/2017	USD	134.69	URIMAGE BLOOMINGTON CA	09/22/2017	
220875	2200085493	09/07/2017	USD	263.08	VANTAGE TECHNOLOGY CONSULTING EL SEGUNDO CA	09/15/2017	
220876	2200085499	09/07/2017	USD	270.00	VARIABLE SPEED SOLUTIONS INC HUNTINGTON BEACH CA	09/12/2017	
220877	2200085461	09/07/2017	USD	261.16	VERIZON WIRELESS DALLAS TX	09/13/2017	
220878	2200085468	09/07/2017	USD	26,283.66	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/12/2017	
220879	2200085443	09/07/2017	USD	7,461.30	WEST VALLEY MOSQUITO AND ONTARIO CA	09/11/2017	
220880	2200085479	09/07/2017	USD	11,011.93	WESTIN ENGINEERING INC RANCHO CORDOVA CA	09/12/2017	
220881	2200085469	09/07/2017	USD	1,366.74	WORLDWIDE EXPRESS ALBANY NY	09/12/2017	
220882	2200085452	09/07/2017	USD	1,593.70	YALE CHASE EQUIPMENT AND SERVILOS ANGELES CA	09/11/2017	
220883	2200085478	09/07/2017	USD	152.10	YRC PASADENA CA	09/12/2017	
220884	2200085511	09/07/2017	USD	100.67	ZIEGENBBIN, JEFF CHINO HILLS CA	10/10/2017	
220885	2200085586	09/14/2017	USD	2,125.00	ALS ENVIRONMENTAL DALLAS TX	09/21/2017	
220886	2200085576	09/14/2017	USD	2,500.00	AQUA-AEROBIC SYSTEMS, INC. CHICAGO IL	09/21/2017	
220887	2200085578	09/14/2017	USD	374.74	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/19/2017	
220888	2200085582	09/14/2017	USD	1,282.15	AUTOZONE INC ATLANTA GA	09/25/2017	
220889	2200085555	09/14/2017	USD	138.43	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	09/20/2017	
220890	2200085608	09/14/2017	USD	211.32	BOUGHAN, ARIN CHINO HILLS CA	09/19/2017	
220891	2200085594	09/14/2017	USD	5,839.34	BURRTEC WASTE INDUSTRIES INC FONTANA CA	09/21/2017	
220892	2200085584	09/14/2017	USD	15,972.28	BUSINESS CARD WILMINGTON DE	09/19/2017	
220893	2200085564	09/14/2017	USD	100.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/28/2017	
220894	2200085574	09/14/2017	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	09/20/2017	
220895	2200085583	09/14/2017	USD	7,249.20	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/20/2017	
220896	2200085605	09/14/2017	USD	285.58	CAMACHO, MICHAEL CHINO HILLS CA	09/20/2017	
220897	2200085602	09/14/2017	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	09/19/2017	
220898	2200085568	09/14/2017	USD	18,819.00	CASA SACRAMENTO CA	09/22/2017	
220899	2200085587	09/14/2017	USD	3,521.38	CHEMTRADE CHEMICALS US LLC DETROIT MI	09/19/2017	
220900	2200085573	09/14/2017	USD	559.96	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/21/2017	
220901	2200085600	09/14/2017	USD	425.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/26/2017	
220902	2200085556	09/14/2017	USD	67.33	CITY RENTALS INC ONTARIO CA	09/21/2017	
220903	2200085604	09/14/2017	USD	2,509.20	DAVIS, MARTHA CHINO HILLS CA	09/26/2017	

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149				
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Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220904	2200085563	09/14/2017	USD	7,818.00	DELL MARKETING L P PASADENA CA	09/18/2017
220905	2200085581	09/14/2017	USD	3,564.93	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	09/20/2017
220906	2200085606	09/14/2017	USD	14.87	ELIE, STEVE CHINO HILLS CA	09/21/2017
220907	2200085557	09/14/2017	USD	441.07	FISHER SCIENTIFIC LOS ANGELES CA	09/18/2017
220908	2200085596	09/14/2017	USD	2,805.72	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/21/2017
220909	2200085579	09/14/2017	USD	20,781.06	GHD INC IRVINE CA	09/28/2017
220910	2200085560	09/14/2017	USD	885.57	GRAINGER PALATINE IL	09/19/2017
220911	2200085607	09/14/2017	USD	134.39	HALL, JASMIN CHINO HILLS CA	09/19/2017
220912	2200085567	09/14/2017	USD	1,139.40	HAWTHORNE LIFT SYSTEMS FONTANA CA	09/25/2017
220913	2200085588	09/14/2017	USD	205.00	HOLLISTER POWERSPORTS HOLLISTER CA	09/20/2017
220914	2200085580	09/14/2017	USD	1,021.56	ICE QUBE INC GREENSBURG PA	09/20/2017
220915	2200085593	09/14/2017	USD	77,219.41	INLAND BIOENERGY LLC FONTANA CA	09/20/2017
220916	2200085598	09/14/2017	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/18/2017
220917	2200085572	09/14/2017	USD	500.00	INSIDE PLANTS INC CORONA CA	09/19/2017
220918	2200085561	09/14/2017	USD	2,069.14	JWC ENVIRONMENTAL LOS ANGELES CA	09/18/2017
220919	2200085558	09/14/2017	USD	4,271.75	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	09/18/2017
220920	2200085566	09/14/2017	USD	3,722.72	KONICA MINOLTA PASADENA CA	09/18/2017
220921	2200085595	09/14/2017	USD	1,020.29	LEVEL 3 COMMUNICATIONS LLC DENVER CO	09/20/2017
220922	2200085603	09/14/2017	USD	192.00	MARIA FRESQUEZ N LAS VEGAS NV	09/19/2017
220923	2200085565	09/14/2017	USD	5,200.00	MBC APPLIED ENVIRONMENTAL SCIECOSTA MESA CA	09/19/2017
220924	2200085585	09/14/2017	USD	51,818.95	MEDORA CORPORATION DICKINSON ND	09/19/2017
220925	2200085575	09/14/2017	USD	113.13	MEYERS NAVE OAKLAND CA	09/19/2017
220926	2200085559	09/14/2017	USD	969.70	MINE SAFETY APPLIANCES CO PITTSBURGH PA	09/19/2017
220927	2200085577	09/14/2017	USD	1,773.00	MULTY INDUSTRIES PRECISION MACONTARIO CA	09/19/2017
220928	2200085570	09/14/2017	USD	145.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	09/19/2017
220929	2200085609	09/14/2017	USD	13.64	PARKER, KATI CHINO HILLS CA	10/03/2017
220930	2200085601	09/14/2017	USD	287.00	PATRICK W HUNTER PHELAN CA	09/18/2017
220931	2200085597	09/14/2017	USD	1,269.60	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	09/18/2017
220932	2200085590	09/14/2017	USD	35,467.34	SO CALIF EDISON ROSEMEAD CA	09/21/2017
220933	2200085591	09/14/2017	USD	811.70	SO CALIF EDISON ROSEMEAD CA	09/19/2017
220934	2200085562	09/14/2017	USD	25,039.26	SOUTH COAST AQMD DIAMOND BAR CA	10/04/2017
220935	2200085589	09/14/2017	USD	2,500.00	THE 20/20 NETWORK LLC UPLAND CA	09/19/2017
220936	2200085569	09/14/2017	USD	89.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/18/2017
220937	2200085599	09/14/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	09/20/2017
220938	2200085592	09/14/2017	USD	454.94	VERIZON BUSINESS ALBANY NY	09/19/2017
220939	2200085571	09/14/2017	USD	120.76	WORLDWIDE EXPRESS ALBANY NY	09/20/2017
220940	2200085615	09/14/2017	USD	5,797.07	CITY OF CHINO CHINO CA	09/18/2017
220941	2200085614	09/14/2017	USD	25,026.55	CONSERV CONSTRUCTION INC MENIFEE CA	09/25/2017
220942	2200085616	09/14/2017	USD	1,555.45	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/18/2017
220943	2200085622	09/19/2017	USD	129.00	COUNTY OF RIVERSIDE RIVERSIDE CA	09/29/2017
220944	2200085623	09/19/2017	USD	5,546.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/28/2017
220945	2200085648	09/21/2017	USD	404.00	A & G INSTRUMENT SERVICE FULLERTON CA	09/28/2017
220946	2200085659	09/21/2017	USD	417.55	ABATIX CORPORATION DALLAS TX	09/29/2017
220947	2200085656	09/21/2017	USD	424.85	ALTA FOODCRAFT COFFEE LONG BEACH CA	09/28/2017

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220950	2200085687	09/21/2017	USD	299.99	ARAMBULA, BLANCA CHINO HILLS CA		09/27/2017
220951	2200085669	09/21/2017	USD	100.00	ARMENDAREZ III, JESUS M FONTANA CA		
220952	2200085657	09/21/2017	USD	666.66	ASAP INDUSTRIAL SUPPLY FONTANA CA		09/28/2017
220953	2200085644	09/21/2017	USD	193.94	BOOT BARN INC IRVINE CA		10/02/2017
220954	2200085650	09/21/2017	USD	100.00	BOWMAN, JIM W ONTARIO CA		09/27/2017
220955	2200085653	09/21/2017	USD	873.44	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA		10/02/2017
220956	2200085663	09/21/2017	USD	3,620.81	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA		09/28/2017
220957	2200085684	09/21/2017	USD	115.56	CAMPOS, JESSE CHINO HILLS CA		09/25/2017
220958	2200085682	09/21/2017	USD	350.00	CATALAN, JOSE L CHINO HILLS CA		09/28/2017
220959	2200085685	09/21/2017	USD	350.00	CATALAN, MARIA CHINO HILLS CA		
220960	2200085642	09/21/2017	USD	520.00	CEPA OPERATIONS INC ONTARIO CA		09/29/2017
220961	2200085691	09/21/2017	USD	350.00	CHENG, IVAN CHINO HILLS CA		09/26/2017
220962	2200085675	09/21/2017	USD	72.00	CHENG, TINA CHINO HILLS CA		10/02/2017
220963	2200085632	09/21/2017	USD	2,278.09	COLE PARMER INSTRUMENT CO CHICAGO IL		09/29/2017
220964	2200085633	09/21/2017	USD	1,182,509.98	COUNTY SANITATION DISTRICTS OFWHITTIER CA		09/28/2017
220965	2200085671	09/21/2017	USD	584.32	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA		09/29/2017
220966	2200085664	09/21/2017	USD	12,373.56	D & H WATER SYSTEMS INC OCEANSIDE CA		10/02/2017
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220969	2200085689	09/21/2017	USD	350.00	EDWARDS, GLENN CHINO HILLS CA		10/02/2017
220970	2200085660	09/21/2017	USD	1,058.19	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA		09/28/2017
220971	2200085690	09/21/2017	USD	281.78	ELIE, STEVE CHINO HILLS CA		10/03/2017
220972	2200085643	09/21/2017	USD	453.70	EXPRESS PIPE & SUPPLY INC ANAHEIM CA		09/28/2017
220973	2200085688	09/21/2017	USD	19.50	GIBSON, CONNIE CHINO HILLS CA		09/26/2017
220974	2200085636	09/21/2017	USD	580.00	GOVERNMENT FINANCE OFFICERS ASCHICAGO IL		09/29/2017
220975	2200085676	09/21/2017	USD	299.99	GUARDIANO, GARY CHINO HILLS CA		09/28/2017
220976	2200085681	09/21/2017	USD	350.00	HUBER, JENNIFER CHINO HILLS CA		10/02/2017
220977	2200085641	09/21/2017	USD	162,671.69	J F SHEA CONSTRUCTION INC WALNUT CA		09/28/2017
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220979	2200085686	09/21/2017	USD	350.00	LOPEZ, ALEX CHINO HILLS CA		10/02/2017
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220982	2200085662	09/21/2017	USD	1,500.00	MICHAEL J KOLODISNER LAGUNA HILLS CA		10/10/2017
220983	2200085639	09/21/2017	USD	1,422.78	MISCO WATER FOOTHILL RANCH CA		10/02/2017
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220986	2200085670	09/21/2017	USD	4,300.41	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		09/27/2017
220987	2200085667	09/21/2017	USD	4,413.45	PACIFIC COURIERS INC ORANGE CA		10/02/2017
220988	2200085640	09/21/2017	USD	16,002.01	R F MACDONALD HAYWARD CA		09/28/2017
220989	2200085673	09/21/2017	USD	69.86	REED, RANDALL J CHINO HILLS CA		10/04/2017
220990	2200085634	09/21/2017	USD	24,536.25	RMA GROUP RANCHO CUCAMONGA CA		10/03/2017
220991	2200085652	09/21/2017	USD	100.00	ROGERS, PETER J CHINO HILLS CA		10/04/2017

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220993	2200085651	09/21/2017	USD	206,194.65	SCW CONTRACTING CORPORATION FALLBROOK CA	09/28/2017
220994	2200085672	09/21/2017	USD	406,148.98	SO CALIF EDISON ROSEMEAD CA	09/28/2017
220995	2200085683	09/21/2017	USD	350.00	SUN, SUNNY YUE CHINO HILLS CA	09/29/2017
220996	2200085661	09/21/2017	USD	100.00	TIEGS, KATHLEEN ALTA LOMA CA	09/29/2017
220997	2200085646	09/21/2017	USD	24,107.20	TRIMAX SYSTEMS INC BREA CA	10/03/2017
220998	2200085665	09/21/2017	USD	2,129.84	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	09/28/2017
220999	2200085645	09/21/2017	USD	2,420.00	U S BANK NA MINNEAPOLIS MN	09/29/2017
221000	2200085680	09/21/2017	USD	53.08	VALENZUELA, ANDREW CHINO HILLS CA	10/04/2017
221001	2200085666	09/21/2017	USD	100.00	VINCENT, TRISHA LYNN MONTCLAIR CA	10/04/2017
221002	2200085647	09/21/2017	USD	212,277.50	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/29/2017
221003	2200085637	09/21/2017	USD	559.00	WATER ENVIRONMENT FEDERATION BOSTON MA	09/29/2017
221004	2200085678	09/21/2017	USD	108.25	ZIEGENBEIN, JEFF CHINO HILLS CA	10/10/2017
221005	2200085695	09/21/2017	USD	5,000.00	EXTTI INC BELL CANYON CA	09/29/2017
221006	2200085696	09/21/2017	USD	344.46	HALL, JASMIN CHINO HILLS CA	10/10/2017
221007	2200085697	09/21/2017	USD	20.00	NANGIA, SAPNA CHINO HILLS CA	09/29/2017
221008	2200085717	09/26/2017	USD	435.00	AEROTEK INC ATLANTA GA	10/02/2017
221009	2200085716	09/26/2017	USD	225.00	BABCOCK LABORATORIES, INC RIVERSIDE CA	10/04/2017
221010	2200085724	09/26/2017	USD	83,187.00	BAGHOUSE & INDUSTRIAL SHEET MECORONA CA	10/02/2017
221011	2200085703	09/26/2017	USD	173.96	BANK OF AMERICA DALLAS TX	10/03/2017
221012	2200085726	09/26/2017	USD	52,858.95	BANNER BANK SACRAMENTO CA	10/03/2017
221013	2200085712	09/26/2017	USD	92,901.46	CAROLLO ENGINEERS INC SALT LAKE CITY UT	10/03/2017
221014	2200085710	09/26/2017	USD	262,149.90	CDM SMITH INC LOS ANGELES CA	09/29/2017
221015	2200085733	09/26/2017	USD	347.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	10/03/2017
221016	2200085736	09/26/2017	USD	2,285.83	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	10/02/2017
221017	2200085731	09/26/2017	USD	3,861.20	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/04/2017
221018	2200085727	09/26/2017	USD	5,625.00	GILLIS + PANICHAPAN ARCHITECTSCOSTA MESA CA	10/03/2017
221019	2200085708	09/26/2017	USD	7,845.01	GRAINGER PALATINE IL	10/02/2017
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221021	2200085713	09/26/2017	USD	7.10	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	10/02/2017
221022	2200085722	09/26/2017	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	10/02/2017
221023	2200085715	09/26/2017	USD	4,400.00	JDV EQUIPMENT CORP DOVER NJ	10/03/2017
221024	2200085714	09/26/2017	USD	3,422.60	LEE & RO INC CITY OF INDUSTRY CA	10/02/2017
221025	2200085725	09/26/2017	USD	73.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	10/03/2017
221026	2200085723	09/26/2017	USD	776.05	MAILFINANCE INC DALLAS TX	10/03/2017
221027	2200085728	09/26/2017	USD	51,800.00	MARINE DIVING SOLUTIONS LLC CENTENNIAL CO	10/03/2017
221028	2200085729	09/26/2017	USD	27,500.00	NATIONAL CENTER FOR CIVIC INNNEW YORK NY	09/29/2017
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221031	2200085704	09/26/2017	USD	1,816.62	OFFICE DEPOT PHOENIX AZ	10/02/2017
221032	2200085705	09/26/2017	USD	830.67	P L HAWN COMPANY INC HUNTINGTON BEACH CA	09/29/2017
221033	2200085734	09/26/2017	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	10/02/2017
221034	2200085706	09/26/2017	USD	126.01	PETE'S ROAD SERVICE FULLERTON CA	10/04/2017
221035	2200085707	09/26/2017	USD	835.25	PETTY CASH EXPENDITURES CHINO CA	09/28/2017



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221038	2200085730	09/26/2017	USD	239.34	SO CALIF GAS MONTEREY PARK CA	10/10/2017
221039	2200085709	09/26/2017	USD	2,062.00	STATE WATER RESOURCES CNTRL BOSACRAMENTO CA	10/03/2017
221040	2200085732	09/26/2017	USD	2,680.00	WESTERN DENTAL PLAN ORANGE CA	
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221042	2200085883	09/28/2017	USD	551.00	AEROTEK INC ATLANTA GA	10/03/2017
221043	2200085888	09/28/2017	USD	563.71	ALTA FOODCRAFT COFFEE LONG BEACH CA	
221044	2200085891	09/28/2017	USD	75.00	AMERICAN SOCIETY OF CIVIL ENGITUSTIN CA	10/04/2017
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221047	2200085916	09/28/2017	USD	300.00	BATSFORD, MARK CHINO HILLS CA	10/10/2017
221048	2200085899	09/28/2017	USD	172.48	BREIG, ANNA VICTORVILLE CA	
221049	2200085892	09/28/2017	USD	1,370.00	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	10/03/2017
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221051	2200085907	09/28/2017	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	10/04/2017
221052	2200085867	09/28/2017	USD	13,386.18	CHARLES P CROWLEY CO IRWINDALE CA	10/04/2017
221053	2200085911	09/28/2017	USD	60.99	CHAVEZ, NESTOR C CHINO HILLS CA	10/04/2017
221054	2200085878	09/28/2017	USD	153.00	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA	10/02/2017
221055	2200085882	09/28/2017	USD	1,596.23	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	
221056	2200085875	09/28/2017	USD	200.44	CITY OF CHINO CHINO CA	10/03/2017
221057	2200085868	09/28/2017	USD	359.01	COLE PARMER INSTRUMENT CO CHICAGO IL	10/02/2017
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221059	2200085890	09/28/2017	USD	692.29	DOWNS ENERGY CORONA CA	
221060	2200085894	09/28/2017	USD	226,272.39	FERREIRA COASTAL CONSTRUCTION BRANCHBURG NJ	10/03/2017
221061	2200085869	09/28/2017	USD	1,374.98	FISHER SCIENTIFIC LOS ANGELES CA	10/03/2017
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221063	2200085874	09/28/2017	USD	2,528.30	GRAINGER PALATINE IL	10/04/2017
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221065	2200085902	09/28/2017	USD	472.96	HOBBS, DIANA APPLE VALLEY CA	10/10/2017
221066	2200085870	09/28/2017	USD	1,241.71	HOME DEPOT CREDIT SERVICES DES MOINES IA	
221067	2200085900	09/28/2017	USD	472.96	HORNE, WILLIAM YUCCA VALLEY CA	
221068	2200085910	09/28/2017	USD	83.00	HOULIHAN, JESSE D CHINO HILLS CA	
221069	2200085884	09/28/2017	USD	795.00	INLAND EMPIRE MAGAZINE RIVERSIDE CA	
221070	2200085904	09/28/2017	USD	41.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	10/04/2017
221071	2200085877	09/28/2017	USD	48,323.52	J F SHEA CONSTRUCTION INC WALNUT CA	
221072	2200085896	09/28/2017	USD	12,085.00	LANCE SOLL & LUNGHARD LLP BREA CA	10/03/2017
221073	2200085881	09/28/2017	USD	70.00	LIEBERT CASSIDY WHITMORE LOS ANGELES CA	10/10/2017
221074	2200085918	09/28/2017	USD	300.00	LOVELL, FRANK UPLAND CA	10/11/2017
221075	2200085908	09/28/2017	USD	192.00	MARIA FRESQUEZ N LAS VEGAS NV	10/03/2017
221076	2200085879	09/28/2017	USD	785.42	MIDPOINT BEARING ONTARIO CA	10/02/2017
221077	2200085901	09/28/2017	USD	746.37	MILLER, ELMER L BLUE JAY CA	10/04/2017
221078	2200085914	09/28/2017	USD	42.45	NANGIA, SAPNA CHINO HILLS CA	10/10/2017
221079	2200085913	09/28/2017	USD	56.39	ORTIZ, BRIAN CHINO HILLS CA	10/11/2017

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221082	2200085912	09/28/2017	USD	200.00	POMPA, JESSE CHINO HILLS CA	09/29/2017	
221083	2200085871	09/28/2017	USD	437.17	RAMONA TIRE & SERVICE CENTERS HEMET CA		
221084	2200085897	09/28/2017	USD	3,621.13	REIGN INDUSTRIES INC BREA CA		
221085	2200085903	09/28/2017	USD	196.14	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	10/13/2017	
221086	2200085872	09/28/2017	USD	336.25	SMART & FINAL LOS ANGELES CA	10/12/2017	
221087	2200085885	09/28/2017	USD	40,409.55	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	10/10/2017	
221088	2200085887	09/28/2017	USD	4,073.00	THE AUSTIN COMPANY CLEVELAND OH	10/03/2017	
221089	2200085880	09/28/2017	USD	40.00	THREE VALLEYS MWD CLAREMONT CA	10/17/2017	
221090	2200085905	09/28/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA		
221091	2200085895	09/28/2017	USD	41,162.00	WALLACE & ASSOCIATES CONSULTINPARK CITY UT	10/03/2017	
221092	2200085898	09/28/2017	USD	10,000.00	WATER RESEARCH FOUNDATION DENVER CO	10/03/2017	
221093	2200085886	09/28/2017	USD	27,207.42	ZONES CORPORATE SOLUTIONS SEATTLE WA	10/03/2017	
221094	2200085921	09/28/2017	USD	165.00	CHINO VALLEY INDEPENDENT FIRE CHINO HILLS CA	10/12/2017	
221095	2200085925	09/28/2017	USD	35.00	ASBCSD HESPERIA CA	10/16/2017	
221096	2200085923	09/28/2017	USD	3,817.25	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	10/04/2017	
221097	2200085931	09/28/2017	USD	222.65	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	10/04/2017	
221098	2200085927	09/28/2017	USD	3,211.65	HACH COMPANY CHICAGO IL	10/03/2017	
221099	2200085929	09/28/2017	USD	4,770.95	MANAGED MOBILE INC PLACENTIA CA	10/03/2017	
221100	2200085926	09/28/2017	USD	50,000.00	NATIONAL WATER RESEARCH INSTITFOUNTAIN VALLEY CA		
221101	2200085933	09/28/2017	USD	93.40	PANTAYATIWONG, KANES CHINO HILLS CA	10/10/2017	
221102	2200085932	09/28/2017	USD	2,125.94	SO CALIF EDISON ROSEMEAD CA	10/04/2017	
221103	2200085928	09/28/2017	USD	150.00	SOCIETY FOR MAINTENANCE AND CLEVELAND OH		
221104	2200085922	09/28/2017	USD	25,000.00	SOUTHERN CALIFORNIA WATER COMMONTARIO CA	10/11/2017	
221105	2200085930	09/28/2017	USD	2,500.00	TRUST FOR CONSERVATION INNOVATOAKLAND CA	10/04/2017	
221106	2200085924	09/28/2017	USD	1,500.00	WATER EDUCATION LA VERNE CA	10/17/2017	
221107	2200085934	09/28/2017	USD	200.00	WELBORN, ROCKY CHINO HILLS CA	10/11/2017	
221108	2200085935	09/28/2017	USD	12,501.34	U S BANK ST LOUIS MO	10/11/2017	
221109	2200085936	09/28/2017	USD	9,906.45	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	10/03/2017	
* Payment method Check			USD	4,666,845.15			

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10/18/2017 / 15:35:14

User: PJACKSON

Page: 8

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## Attachment 2

### Workers' Comp Checks



Inland Empire Util. Agency  
 Chino, CA  
 Company code 1000

Check Register

10/18/2017 / 15:35:34  
 User: PJACKSON  
 Page: 1

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Checks created manually

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
04822	2200086120	09/13/2017	USD	878.90	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04823	2200086121	09/13/2017	USD	910.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04824	2200086122	09/13/2017	USD	68.48	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04825	2200086123	09/13/2017	USD	1,108.60	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04826	2200086124	09/13/2017	USD	96.29	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04827	2200086125	09/13/2017	USD	4.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04828	2200086126	09/13/2017	USD	179.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04829	2200086127	09/13/2017	USD	50.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04830	2200086128	09/20/2017	USD	500.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2017
* Payment method Checks created manually			USD	3,795.53		

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	3,795.53		

# Attachment 3

Vendor ACHs

Check	Payee / Description	Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 18 9/1/17 Deferred Comp Ded      HR      0060100	15,432.81
	ICMA RETIREMENT TRUST 457      \$	15,432.81
ACH	LINCOLN NATIONAL LIFE INS CO P/R 18 9/1/17 Deferred Comp Ded Adjustme P/R 18 9/1 AD      376.20 P/R 18 9/1/17 Deferred Comp Ded      HR      0060100      28,892.75	
	LINCOLN NATIONAL LIFE INS CO      \$	29,268.95
ACH	ICMA RETIREMENT TRUST 401 P/R 18 9/1/17 Exec Deferred Comp      HR      0060100	53,808.08
	ICMA RETIREMENT TRUST 401      \$	53,808.08
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 18 9/1/17 Employee Ded      HR      0060100	183.00
	IEUA EMPLOYEES' ASSOCIATION      \$	183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 18 9/1/17 Employee Ded      HR      0060100	315.00
	IEUA SUPERVISORS UNION ASSOCIAS	315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 18 9/1/17 Employee Ded Adjustment      P/R 18 9/1 AD      25.00 P/R 18 9/1/17 Employee Ded      HR      0060100      1,131.60	
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,156.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 18 9/1/17 Employee Ded      HR      0060100	510.00
	IEUA PROFESSIONAL EMPLOYEES ASS	510.00
ACH	DISCOVERY BENEFITS INC P/R 18 9/1/17 Cafeteria Plan      HR      0060100	3,178.93
	DISCOVERY BENEFITS INC      \$	3,178.93
ACH	AQUA BEN CORPORATION DAFT-6,900 Lbs Polymer 748E      36210      6,096.50 RP1-16,100 Lbs Polymer 750A      36211      21,608.36	
	AQUA BEN CORPORATION      \$	27,704.86
ACH	NAPA GENUINE PARTS COMPANY Battery Cables      4584-231328	29.50
	NAPA GENUINE PARTS COMPANY      \$	29.50
ACH	INGERSOLL RAND COMPANY Inv-Gasket Sets      24086192      1,558.50 TP4-Repair Compressor      30609300      1,376.20 TP4-Repair Compressor      30609306      1,352.33 Inv-Coolants      24092579      6,041.99	

Check	Payee / Description	Amount
	INGERSOLL RAND COMPANY	\$ 10,329.02
ACH	MCMASTER-CARR SUPPLY CO	
	SS Filter Housing, Polypropylene Cartridg 43213563	297.24
	SS Tubing 3" OD 43213614	73.75
	2 Oil Embedded Mounted Sleeve Bearings 43192175	94.71
	MCMASTER-CARR SUPPLY CO	\$ 465.70
ACH	PEST OPTIONS INC	
	June 2017 GWR Weed Abatement Services 279282	6,034.32
	July 2017 GWR Weed Abatement Services 281047	6,034.32
	PEST OPTIONS INC	\$ 12,068.64
ACH	SUNGARD AVAILABILITY SERVICES	
	9/17 Disaster Recovery Svc 152659168	4,152.00
	8/17 Disaster Recovery Svc 152656757	4,152.00
	SUNGARD AVAILABILITY SERVICES	\$ 8,304.00
ACH	SIEMENS INDUSTRY INC	
	Ultrasonoic Level Controller 5601829339	1,670.43
	Hydrorangers 5601860207	3,327.12
	SIEMENS INDUSTRY INC	\$ 4,997.55
ACH	TRIBOLOGIK CORPORATION	
	Oil Analysis 35940	270.00
	Oil Analysis 35941	60.00
	TRIBOLOGIK CORPORATION	\$ 330.00
ACH	US BANK - PAYMENT PLUS	
	101945 FLORENCE FILTER CORP 2200085024	435.27
	US BANK - PAYMENT PLUS	\$ 435.27
ACH	AMAZON BUSINESS	
	Dark Blue Ceramic Repair Putty 19MJ-KTC4-6KT	360.80
	10 USB Wired 104 Key, 14 Hot Keys 1XWK-1W94-147	399.90
	2 Graduated Cylinders 1YDF-MR3D-3X6	80.04
	1 Box M Gloves 1GGG-NNDJ-CWW	18.95
	1 Taylor Made Vinyl Boat Buoy 1DCC-MRVX-1MR	35.55
	1 Box M Gloves, 1 Box S Gloves 1K1M-H9XR-HRF	38.58
	Ventilation Fan with Light Combination 1XWK-1W94-7G9	84.95
	Fujitsu Document Scanner 1NJW-VDNR-376	463.27
	Adjustable Standing Dest Converter 1YDF-MR3D-4RV	203.65
	2 Taylor Made Vinyl Boat Buoys 1XWK-1W94-3LW	71.10
	AMAZON BUSINESS	\$ 1,756.79
ACH	SOLAR STAR CALIFORNIA V LLC	
	RP1-7/1-7/31 2450 Phila St M0616-1345542	4,022.67
	RP1-7/1-7/31 2450 Phila St M0615-1345541	14,859.86
	CCWRP/TP/RWPS-7/1-7/31 14950 Telephone A M0613-1345539	14,783.29
	SOLAR STAR CALIFORNIA V LLC	\$ 33,665.82

Check	Payee / Description		Amount
ACH	IEUA EMPLOYEES' ASSOCIATION		
	HR 0060200		12.00
	IEUA EMPLOYEES' ASSOCIATION \$		12.00
ACH	SHELL ENERGY NORTH AMERICA LP		
	CCWRP/TP/RWPS-7/1-7/31 14950 Tlphn 4/1-4 2046 7/17		45,116.17
	RP2/RP5-7/1-7/31 16400 El Prado Rd 4/1-4 2044 7/17		8,485.96
	RP1-8/1-8/31 2450 Phila St 4/1-4/30 Adj 2042 7/17		133,215.66
	SHELL ENERGY NORTH AMERICA LP \$		186,817.79
ACH	CHINO BASIN DESALTER AUTHORITY		
	CDA-EN16021.90-IEUA Contrib #2—Proj Cle RSTRCTD CNTRB		2,468,000.00
	CHINO BASIN DESALTER AUTHORITY \$		2,468,000.00
ACH	ICMA RETIREMENT TRUST 457		
	P/R 19 9/15 Deferred Comp Ded	HR 0060300	13,950.79
	ICMA RETIREMENT TRUST 457 \$		13,950.79
ACH	LINCOLN NATIONAL LIFE INS CO		
	P/R 19 9/15 Deferred Comp Ded	HR 0060300	24,718.26
	LINCOLN NATIONAL LIFE INS CO \$		24,718.26
ACH	ICMA RETIREMENT TRUST 401		
	P/R 19 9/15 Exec Deferred Comp Ded	HR 0060300	8,505.39
	ICMA RETIREMENT TRUST 401 \$		8,505.39
ACH	HASCO OIL COMPANY, INC.		
	RP5-Mobil Grease XHP 222	0212679-IN	546.44
	HASCO OIL COMPANY, INC. \$		546.44
ACH	INLAND EMPIRE REGIONAL		
	7/17 Biosolids	90020617	303,653.84
	INLAND EMPIRE REGIONAL \$		303,653.84
ACH	OLIN CORP		
	RP4-2,024 Gals Sodium Hypochlorite	2378423	1,194.16
	RP4-1,998 Gals Sodium Hypochlorite	2380842	1,178.82
	TP1-4,994 Gals Sodium Hypochlorite	2380843	2,946.46
	TP1-4,958 Gals Sodium Hypochlorite	2381409	2,925.22
	CCWRP-4,934 Gals Sodium Hypochlorite	2381410	2,911.06
	TP1-4,874 Gals Sodium Hypochlorite	2381725	2,875.66
	RP4-3,012 Gals Sodium Hypochlorite	2381726	1,777.08
	TP1-4,978 Gals Sodium Hypochlorite	2382358	2,937.02
	CCWRP-5,000 Gals Sodium Hypochlorite	2379620	2,950.00
	TP1-4,916 Gals Sodium Hypochlorite	2379619	2,900.44
	RP5-4,980 Gals Sodium Hypochlorite	2380233	2,938.20
	TP1-4,934 Gals Sodium Hypochlorite	2378947	2,911.06
	TP1-4,916 Gals Sodium Hypochlorite	2375994	2,900.44
	RP5-4,902 Gals Sodium Hypochlorite	2376772	2,892.18
	RP4-1,488 Gals Sodium Hypochlorite	2376773	877.92



Check	Payee / Description		Amount
	TP1-4,854 Gals Sodium Hypochlorite	2377290	2,863.86
	TP1-4,984 Gals Sodium Hypochlorite	2377291	2,940.56
	CCWRP-4,878 Gals Sodium Hypochlorite	2377885	2,878.02
	RP5-4,994 Gals Sodium Hypochlorite	2377886	2,946.46
	RP4-1,996 Gals Sodium Hypochlorite	2377884	1,177.64
	TP1-4,956 Gals Sodium Hypochlorite	2378256	2,924.04
			- - - - -
	OLIN CORP	\$	52,846.30
ACH	KOPP ILLUSTRATION, INC. CDA1-Bird's Eye View Illustration	00002114	1,500.00
			- - - - -
	KOPP ILLUSTRATION, INC.	\$	1,500.00
ACH	JC LAW FIRM 7/17 General Legal	00295	34,600.00
	7/17 RCA Legal	00296	390.00
	7/17 IEUA vs RP1 Ontario Airport Plume	00297	150.00
	7/17 Watermaster	00300	4,510.00
	7/17 United Water Works vs Mike Bubalo C	00299	1,725.00
	7/17 Regional Contract	00298	17,695.00
			- - - - -
	JC LAW FIRM	\$	59,070.00
ACH	AMAZON BUSINESS DYMO Label Printer	1Q6N-6PX6-7MV	48.49
			- - - - -
	AMAZON BUSINESS	\$	48.49
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 19 9/15 Employee Ded	HR 0060300	183.00
			- - - - -
	IEUA EMPLOYEES' ASSOCIATION	\$	183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 19 9/15 Employee Ded	HR 0060300	315.00
			- - - - -
	IEUA SUPERVISORS UNION ASSOCIA	\$	315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 19 9/15 Employee Ded	HR 0060300	1,181.60
			- - - - -
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,181.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 19 9/15 Employee Ded	HR 0060300	510.00
			- - - - -
	IEUA PROFESSIONAL EMPLOYEES AS	\$	510.00
ACH	DISCOVERY BENEFITS INC P/R 19 9/15 Cafeteria Plan	HR 0060300	3,020.60
			- - - - -
	DISCOVERY BENEFITS INC	\$	3,020.60
ACH	UNIVAR USA INC TP1-1,500 Gals Soduim Hydroxide	LA562983	2,408.22
	PradoLS-14,256 Lbs Sodium Bisulfite	LA564280	3,078.35
	PradoLS-14,755 Lbs Sodium Bisulfite	LA565129	3,186.17
			- - - - -

Check	Payee / Description		Amount
	UNIVAR USA INC	\$	8,672.74
ACH	OLIN CORP		
	CCWRP-4,936 Gals Sodium Hypochlorite	2383184	2,912.24
	TP1-4,866 Gals Sodium Hypochlorite	2386105	2,870.94
	RP4-4,972 Gals Sodium Hypochlorite	2385480	2,933.48
	TP1-4,958 Gals Sodium Hypochlorite	2385479	2,925.22
	RP5-4,860 Gals Sodium Hypochlorite	2385168	2,867.40
	RP4-2,004 Gals Sodium Hypochlorite	2385167	1,182.36
	TP1-4,990 Gals Sodium Hypochlorite	2385166	2,944.10
	TP1-4,932 Gals Sodium Hypochlorite	2383185	2,909.88
	RP5-4,932 Gals Sodium Hypochlorite	2383918	2,921.68
	RP4-2,516 Gals Sodium Hypochlorite	2383919	1,484.44
	CCWRP-4,884 Gals Sodium Hypochlorite	2385165	2,881.56
	TP1-4,936 Gals Sodium Hypochlorite	2384577	2,912.24
	TP1-4,920 Gals Sodium Hypochlorite	2383920	2,902.80
	OLIN CORP	\$	34,648.34
ACH	GK & ASSOCIATES INC		
	46-2054-7/17 Prof Svcs	17-054	19,520.00
	46-2054-7/17 Prof Svcs	17-056	25,376.00
	46-2054-7/17 Prof Svcs	17-055	14,560.00
	GK & ASSOCIATES INC	\$	59,456.00
ACH	KEMP BROS CONSTRUCTION INC		
	EN15008-8/17 Pay Est 12	PE 12-EN15008	1,004,320.10
	KEMP BROS CONSTRUCTION INC	\$	1,004,320.10
ACH	AMAZON BUSINESS		
	Scanner Brake and Pick Roller Set	1JHQ-7XCH-DNV	282.15
	5 Way Cross Fitting Connector	17V9-Q4Q7-9RJ	20.02
	AMAZON BUSINESS	\$	302.17
ACH	PREFERRED BENEFIT INSURANCE		
	9/17 Agency Dental Plan	EIA21971	16,343.00
	PREFERRED BENEFIT INSURANCE	\$	16,343.00
ACH	ESTRADA, JIMMIE J		
	Reim Monthly Health Prem	HEALTH PREM	472.96
	ESTRADA, JIMMIE J	\$	472.96
ACH	LICHTI, ALICE		
	Reim Monthly Health Prem	HEALTH PREM	172.48
	LICHTI, ALICE	\$	172.48
ACH	MORASSE, EDNA		
	Reim Monthly Health Prem	HEALTH PREM	172.48
	MORASSE, EDNA	\$	172.48
ACH	NOWAK, THEO T		
	Reim Monthly Health Prem	HEALTH PREM	472.96



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

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

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



Check	Payee / Description	Amount
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 445.89
	CLIFTON, NEIL	\$ 445.89
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 128.00
	DELGADO, FRANCOIS	\$ 128.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 573.89
	WELLMAN, JOHN THOMAS	\$ 573.89
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 20.62
	SPEARS, SUSAN	\$ 20.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.48
	TROXEL, WYATT	\$ 172.48
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 437.19
	CORLEY, WILLIAM	\$ 437.19
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 342.34
	CALLAHAN, CHARLES	\$ 342.34
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.48
	LESNIAKOWSKI, NORBERT	\$ 172.48
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 470.34
	VER STEEG, ALLEN J	\$ 470.34
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 437.19
	HACKNEY, GARY	\$ 437.19
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	CAREL, LARRY	\$ 22.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 309.19

Check	Payee / Description	Amount
	TOL, HAROLD	\$ 309.19
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 471.54
	BANKSTON, GARY	\$ 471.54
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 128.00
	ATWATER, RICHARD	\$ 128.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 450.01
	FIESTA, PATRICIA	\$ 450.01
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 900.02
	DIGGS, JANET	\$ 900.02
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 158.95
	CARAZA, TERESA	\$ 158.95
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 472.96
	ANDERSON, JOHN	\$ 472.96
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 779.40
	SANTA CRUZ, JACQUELYN	\$ 779.40
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 22.24
	HECK, ROSELYN	\$ 22.24
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 300.48
	SOPICKI, LEO	\$ 300.48
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 322.01
	HERNANDEZ, BENJAMIN	\$ 322.01
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 128.00
	GOSE, ROSEMARY	\$ 128.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 128.00

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



Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 22.24
	MOE, JAMES	\$ 22.24
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 746.06
	POLACEK, KEVIN	\$ 746.06
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 286.95
	ELROD, SONDR	\$ 286.95
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 171.77
	FRAZIER, JACK	\$ 171.77
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	HOAK, JAMES	\$ 128.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 171.77
	DEZHAM, PARIVASH	\$ 171.77
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 158.95
	FOLEY III, DANIEL J.	\$ 158.95
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	CLEVELAND, JAMES	\$ 128.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 605.39
	LANGNER, CAMERON	\$ 605.39
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 158.95
	HAMILTON, LEANNE	\$ 158.95
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 128.00
	HOOSHMAND, RAY	\$ 128.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 128.00
	SCHLAPKOHL, JACK	\$ 128.00

Check	Payee / Description	Amount
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 146.13
	POOLE, PHILLIP	\$ 146.13
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 150.24
	ADAMS, BARBARA	\$ 150.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 481.35
	RUESCH, GENECE	\$ 481.35
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 471.54
	VANDERPOOL, LARRY	\$ 471.54
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 573.89
	AMBROSE, JEFFREY	\$ 573.89
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 286.95
	MERRILL, DIANE	\$ 286.95
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 620.58
	HOUSER, ROD	\$ 620.58
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 158.95
	RUSSO, VICKI	\$ 158.95
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 445.89
	HUSS, KERRY	\$ 445.89
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 618.06
	BINGHAM, GREGG	\$ 618.06
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 128.00
	CHARLES, DAVID	\$ 128.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 128.00
	YEBOAH, ERNEST	\$ 128.00



Check	Payee / Description	Amount
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 309.19
	ALVARADO, ROSEMARY	\$ 309.19
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 128.00
	BARELA, GEORGE	\$ 128.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 746.06
	FETZER, ROBERT	\$ 746.06
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 158.95
	SPAETH, ERIC	\$ 158.95
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 158.95
	DAVIS, MARTHA	\$ 158.95
ACH	BRULE, CHRISTOPHER Reim Monthly Health Prem	HEALTH PREM 158.95
	BRULE, CHRISTOPHER	\$ 158.95
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM 445.89
	ROOS, JAMES	\$ 445.89
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM 286.95
	MULLANEY, JOHN	\$ 286.95
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM 445.89
	VALENZUELA, DANIEL	\$ 445.89
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 445.89
	PACE, BRIAN	\$ 445.89
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM 128.00
	KING, JOSEPH	\$ 128.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM 158.95

Check	Payee / Description	Amount
	VILLALOBOS, HECTOR	\$ 158.95
ACH	BAXTER, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 286.95
	BAXTER, KATHLEEN	\$ 286.95
ACH	PENMAN, DAVID Reim Monthly Health Prem	HEALTH PREM 445.89
	PENMAN, DAVID	\$ 445.89
ACH	ICMA RETIREMENT TRUST 457 P/R 20 9/29 Deferred Comp Ded	HR 0060400 14,845.36
	ICMA RETIREMENT TRUST 457	\$ 14,845.36
ACH	LINCOLN NATIONAL LIFE INS CO P/R 20 9/29 Deferred Comp Ded	HR 0060400 24,646.20
	LINCOLN NATIONAL LIFE INS CO	\$ 24,646.20
ACH	ICMA RETIREMENT TRUST 401 P/R 20 9/29 Exec Deferred Comp Ded	HR 0060400 8,005.08
	ICMA RETIREMENT TRUST 401	\$ 8,005.08
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	36238 21,608.36
	AQUA BEN CORPORATION	\$ 21,608.36
ACH	NAPA GENUINE PARTS COMPANY Battery, Core Deposit	4584-232539 204.38
	NAPA GENUINE PARTS COMPANY	\$ 204.38
ACH	SANTA ANA WATERSHED July 2017 Truck Discharge	9128 161.25
	July 2017 Truck Discharge	9115 3,524.89
	July 2017 Service	9121 142,327.53
	SANTA ANA WATERSHED	\$ 146,013.67
ACH	MCMaster-CARR SUPPLY CO RP4Ops-White Plastic Ladles	46601329 375.49
	MCMaster-CARR SUPPLY CO	\$ 375.49
ACH	PEST OPTIONS INC August 2017 GWR Weed Abatement Services	282736 6,034.32
	August 2017 Weed Abatement Services	282569 3,064.95
	PEST OPTIONS INC	\$ 9,099.27
ACH	OLIN CORP RP4-4,842 Gals Sodium Hypochlorite	2389535 2,856.78
	RP4-2,000 Gals Sodium Hypochlorite	2370843 1,140.00
	CCWRP-4,938 Gals Sodium Hypochlorite	2375993 2,913.42

Check	Payee / Description		Amount
	RP4-1,504 Gals Sodium Hypochlorite	2379618	887.36
	RP4-1,998 Gals Sodium Hypochlorite	2382359	1,178.82
	CCWRP-4,898 Gals Sodium Hypochlorite	2386807	2,889.82
	TP1-4,870 Gals Sodium Hypochlorite	2386808	2,873.30
	RP4-2,032 Gals Sodium Hypochlorite	2386809	1,198.88
	RP5-4,910 Gals Sodium Hypochlorite	2387347	2,896.90
	RP4-1,986 Gals Sodium Hypochlorite	2387959	1,171.74
	CCWRP-4,830 Gals Sodium Hypochlorite	2387960	2,849.70
	TP1-4,906 Gals Sodium Hypochlorite	2388550	2,894.54
	CCWRP-4,948 Gals Sodium Hypochlorite	2388551	2,919.32
	TP1-4,992 Gals Sodium Hypochlorite	2388552	2,945.28
	TP1-4,916 Gals Sodium Hypochlorite	2389032	2,900.44
	RP4-2,568 Gals Sodium Hypochlorite	2389033	1,515.12
	TP1-4,802 Gals Sodium Hypochlorite	2389034	2,833.18
	TP1-4,906 Gals Sodium Hypochlorite	2389534	2,894.54
			- - - - -
	OLIN CORP	\$	41,759.14
ACH	DAVE'S PLUMBING		
	3 Water Softener Removal 9/2017	5163	735.00
	1 Water Softener Removal 7/2017	5154	250.00
	2 Water Softener Removal 8/2017	5157	500.00
			- - - - -
	DAVE'S PLUMBING	\$	1,485.00
ACH	DANRAE, INC		
	EN15008-7/17 Professional Services	149882	9,178.75
	EN15008-8/17 Professional Services	149896	6,466.25
			- - - - -
	DANRAE, INC	\$	15,645.00
ACH	ARCADIS U.S., INC.		
	WR18028-7/1-7/23 Prof Svcs	0863213	19,342.72
			- - - - -
	ARCADIS U.S., INC.	\$	19,342.72
ACH	US BANK - PAYMENT PLUS		
	101945 FLORENCE FILTER CORP	2200085612	2,755.90
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085610	12,130.71
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085036	7,591.55
	100163 J G TUCKER & SON INC	2200085037	138.08
	100319 MISSION REPROGRAPHICS	2200085038	441.88
	101945 FLORENCE FILTER CORP	2200085039	374.76
	105316 PLUMBERS DEPOT INC	2200085520	3,291.27
	105213 BAVCO	2200085694	248.10
	104896 WESTERN WATER WORKS SUPPLY CO	2200085519	384.56
	101945 FLORENCE FILTER CORP	2200085693	556.30
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085692	6,075.88
	100319 MISSION REPROGRAPHICS	2200085518	141.35
	100319 MISSION REPROGRAPHICS	2200085611	2,042.94
	105213 BAVCO	2200085613	225.34
	100319 MISSION REPROGRAPHICS	2200085293	406.10
	104896 WESTERN WATER WORKS SUPPLY CO	2200085294	1,280.07
			- - - - -
	US BANK - PAYMENT PLUS	\$	38,084.79
ACH	AMAZON BUSINESS		
	Lab-Analytical Strips-SEOH Indctr Dtct P 11XX-W744-F3Q		34.20
	FltMnt-Power Distribution Block 1DMJ-7NFM-Q76		124.98

Check	Payee / Description	Amount
	Lab-Nitrile Exam Gloves-Forest Green 1FJQ-6NGV-NHR	17.67
	HQB-Engine Heater Coolant 19Q4-GHRX-LVG	149.00
	MntWhs-Electrical Reference Books 19MJ-KTC4-H1P	227.85
	AMAZON BUSINESS \$	553.70
ACH	DISCOVERY BENEFITS INC	
	August 2017 Admin Fees 0000793214-IN	161.50
	DISCOVERY BENEFITS INC \$	161.50
ACH	AGRICULTURAL RESOURCES	
	10/17 Wtr Quality Consult 10/17 WTR QLT	3,500.00
	AGRICULTURAL RESOURCES \$	3,500.00

Grand Total Payment Amount: \$ 4,827,752.74

## Attachment 4

Vendor Wires  
(excludes Payroll)



Check	Payee / Description	Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	HR 0060300	9,834.71
	HR 0060300	56,667.54
	EMPLOYMENT DEVELOPMENT DEPARTMS	66,502.25
Wire	INTERNAL REVENUE SERVICE	
	HR 0060300	328,271.21
	INTERNAL REVENUE SERVICE \$	328,271.21
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	P/R 18 9/1/17 Taxes Adjustment P/R 18 9/1 AD	237.98
	P/R 18 9/1/17 Taxes HR 0060100	10,128.04
	P/R 18 9/1/17 Taxes HR 0060100	58,307.27
	EMPLOYMENT DEVELOPMENT DEPARTMS	68,673.29
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 18 9/1/17 Deferred Comp Ded HR 0060100	23,958.25
	PUBLIC EMPLOYEE'S RETIREMENT S\$	23,958.25
Wire	INTERNAL REVENUE SERVICE	
	P/R 18 9/1/17 Taxes Adjustment P/R 18 9/1 AD	1,771.32
	P/R 18 9/1/17 Taxes HR 0060100	342,040.11
	INTERNAL REVENUE SERVICE \$	343,811.43
Wire	STATE DISBURSEMENT UNIT	
	P/R 18 9/1/17 HR 0060100	1,145.06
	P/R 18 9/1/17 HR 0060100	198.00
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 20 9/29/17 Deferred Comp Ded HR 0060400	24,000.78
	PUBLIC EMPLOYEE'S RETIREMENT S\$	24,000.78
Wire	STATE DISBURSEMENT UNIT	
	P/R 20 9/29/17 HR 0060400	1,145.06
	P/R 20 9/29/17 HR 0060400	198.00
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEES' RETIREMENT S	
	9/17 Health Ins-Retirees, Employees 15042320 9/17	263,435.31
	9/17 Health Ins-Board 15042322 9/17	5,414.96
	PUBLIC EMPLOYEES' RETIREMENT S\$	268,850.27
Wire	METROPOLITAN WATER DISTRICT	
	July 2017 Water Purchase 9090	4,843,258.38
	METROPOLITAN WATER DISTRICT \$	4,843,258.38
Wire	PUBLIC EMPLOYEES RETIREMENT SY	

Check	Payee / Description	Amount
	P/R 18 9/1/17 PERS HR 0060100	264,179.27-
	P/R 18 9/1/17 PERS Adj-Incorrect Rate in HR 0060100000	438,080.46
	PUBLIC EMPLOYEES RETIREMENT SY\$	173,901.19
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 19 9/15 PERS HR 0060300	177,267.06
	P/R 19 9/15/17 PERS Adj-Incorrect Rate i HR 0060300000	274.40
	PUBLIC EMPLOYEES RETIREMENT SY\$	177,541.46
Wire	INTERNAL REVENUE SERVICE	
	P/R DIR 09 9/8/17 Taxes HR 0060200	2,649.58
	P/R DIR 09 9/08/17 Taxes-Adj HR 0060200000	0.84
	INTERNAL REVENUE SERVICE \$	2,650.42
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	P/R DIR 09 9/08/17 Taxes-Adj HR 0060200000	0.31
	P/R DIR 09 9/8/17 Taxes HR 0060200	412.67
	EMPLOYMENT DEVELOPMENT DEPARTM\$	412.98
Wire	STATE BOARD OF EQUALIZATION	
	8/17 Sales Tax Deposit 23784561 8/17	12,088.00
	STATE BOARD OF EQUALIZATION \$	12,088.00
Wire	STATE DISBURSEMENT UNIT	
	HR 0060300	198.00
	P/R 19 9/15 HR 0060300	1,145.06
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 19 9/15 Deferred Comp Ded HR 0060300	22,495.76
	PUBLIC EMPLOYEE'S RETIREMENT S\$	22,495.76

Grand Total Payment Amount: \$ 6,360,444.85

# Attachment 5

Payroll-Net Pay-Directors



# INLAND EMPIRE UTILITIES AGENCY

## RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR SEPTEMBER 8, 2017  
PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$4,156.54	\$1,579.66
STEVEN J. ELIE	\$4,525.72	\$1,504.43
JASMIN HALL	\$3,099.92	\$1,952.47
KATHERINE PARKER	\$2,154.29	\$457.14
TERRY CATLIN	\$600.01	\$514.43
<b>TOTALS</b>	\$14,536.48	\$6,008.13

TOTAL EFTS PROCESSED	2
BEGINNING CHECK NO.	110008
ENDING CHECK NO.	110010
TOTAL CHECKS PROCESSED	3

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

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-17	Regional Policy Committee Meeting.	No (Cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR  
SIGNATURE**

*April Woodruff*  
*for Director Camacho*

**Approved by:**

*[Signature]*  
Steven J. Elie  
President, Board of Directors

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

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-17	MWD OP&T Committee Updates (Telecon)	Yes	\$247.50
08-14-17	MWD Standing Committee	Yes	\$247.50
08-15-17	MWD Standing Committee Meetings and Board Meeting	Yes	\$247.50
08-17-17	Meeting with Randy Record	Yes	\$247.50
08-22-17	MWD other Committee Meetings	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			\$990.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4

DIRECTOR  
SIGNATURE

*April Wardle for  
Director Canada*

Approved by:

*[Signature]*  
Steven J. Elie  
President, Board of Directors

**IEUA DIRECTOR PAYSHEET**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-04-17	IEUA Board Special Meeting	Yes	\$247.50
08-09-17	Engineering, Operations and Water Resources Committee	Yes	\$247.50
08-10-17	Southern Coalition/Inland Caucus Meeting	Yes	\$247.50
08-11-17	11 <sup>th</sup> Annual San Bernardino Water Conference	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-18-17	Meeting w/Director Hofer	Yes (10 mtg. max)	\$-0-
08-30-17	Meeting w/Phil Paule	Yes (10 mtg. max)	\$-0-
08-31-17	Meeting w/Oscar Gonzalez	Yes (10 mtg. max)	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			<b>\$1,485.00</b>
Total No. of Meetings Attended			<b>9</b>
Total No. of Meetings Paid			<b>6</b>

DIRECTOR  
SIGNATURE:

*Copy of Worksheet for  
Director Camacho*

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Approved by:

*Steven J. Elie*

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Steven J. Elie  
President, Board of Directors

**IEUA DIRECTOR PAYSHEET**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-04-17	IEUA Special Board Meeting	Yes	\$247.50
08-07-17	Legislative Conference Call to discuss upcoming legislation	Yes	\$247.50
08-08-17	National Water Research Institute Operations Committee Meeting (Telecon)	Yes	\$247.50
08-09-17	IEUA Community & Legislative Affairs Committee	Yes	\$247.50
08-11-17	11 <sup>th</sup> Annual San Bernardino County Water Conference	Yes	\$247.50
08-14-17	IEUA Board Agenda review mtg. w/GM Grindstaff and JC	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-28-17	SCWC Legislative Task Force Conference Call	Yes	\$247.50
08-29-17	Meeting w/Curt Hagman	Yes	\$247.50
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 105)			<b>\$2,475.00</b>
Total No. of Meetings Attended			<b>10</b>
Total No. of Meetings Paid			<b>10</b>

DIRECTOR  
SIGNATURE

*Steven J. Elie*  
 President Elie

Approved by:

*Jasmin A. Hall*  
 Jasmin Hall  
 Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA  
ON WATERMASTER BOARD**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	Meeting w/CBWM GM P. Kavounas	Yes* (same day)	\$-0-
08-24-17	CBWM Board Meeting	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 105 (i.e., \$122.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50), including District meetings			\$-0-
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

\*Decline IEUA portion

DIRECTOR SIGNATURE *Stephen J. Elie*  
*President Elie*

Approved by: *Jasmin A. Hall*  
Jasmin Hall  
Secretary/Treasurer

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

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-3-17	CDA Board Meeting	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b>			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$75.00 - difference between CDA (\$150.00 And Agency meetings \$247.50), including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE *Steven J. Elie*  
 Approved by: *Jasmin A. Hall*  
 Jasmin Hall  
 Secretary/Treasurer



**IEUA DIRECTOR PAYSHEET**

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

**AUGUST 2017**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-02-17	Meeting w/R. Lee to discuss Operations & Maintenance Projects	Yes (staff)	\$-0-
08-04-17	IEUA Special Board Meeting	Yes	\$247.50
08-07-17	IERCA Board Meeting	Yes	\$247.50
08-09-17	Engineering, Operations, & Water Resources Committee	Yes (not alt.)	\$-0-
08-09-17	Finance & Administration Committee	Yes	\$247.50
08-11-17	Employer of the Guard & Reserve (ESGR) Event	Yes	\$247.50
08-15-17	CASA Strategic Planning Interview Telecon	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-22-17	CASA 62 <sup>nd</sup> Annual Conference	Yes	\$247.50
08-23-17	CASA 62 <sup>nd</sup> Annual Conference	Yes	\$247.50
08-24-17	CASA 62 <sup>nd</sup> Annual Conference	Yes	\$247.50
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 105)			<b>\$2,475.00</b>
Total No. of Meetings Attended			<b>12</b>
Total No. of Meetings Paid			<b>10</b>

DIRECTOR  
SIGNATURE

*Jasmin A. Hall*

Approved by:

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

**DIRECTOR PAYSHEET FOR IEUA  
ON SAWPA COMMISSION**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-17	SAWPA Commission Workshop	No (10 mtg. max)	\$-0-
08-15-17	SAWPA Reg. Commission Meeting	Yes (10 mtg. max)	\$-0-
08-17-17	Special Meeting of the SAWPA Commission	Yes (10 mtg. max)	\$-0-
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 105 (i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50), including Agency meetings			\$-0-
Total No. of SAWPA Meetings Attended			3 (2)
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE *Jasmin A. Hall*

Approved by: *[Signature]*  
Steven J. Elie  
President, Board of Directors

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

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-17	CDA Board Meeting	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b>			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (\$247.50 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: *[Signature]*  
Steven J. Elie  
President, Board of Directors

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

**IEUA DIRECTOR PAYSHEET**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	No	\$-0-
08-04-17	IEUA Special Board Meeting via Skype	Yes	\$247.50
08-09-17	Engineering, Operations & Water Resources Committee	No	\$-0-
08-16-17	IEUA Board Meeting	Yes	\$247.50
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 105			\$495.00
Total No. of Meetings Attended			2
Total No. of Meetings Paid			2

DIRECTOR SIGNATURE *April Woodhuff for Kati Parker*

Approved by: *[Signature]*  
 Steven J. Elie  
 President, Board of Directors

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

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

**AUGUST 2017**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
08-03-17	Regional Policy Committee Meeting	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR  
SIGNATURE**

*April Woodruff for  
Kati Parker*

**Approved by:**

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

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

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

**AUGUST 2017**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
08-01-17	SAWPA Commission Workshop	No	\$-0-
08-15-17	SAWPA Regular Commission Meeting	No	\$-0-
08-17-17	SAWPA Special Meeting	No	\$-0-
<b>TOTAL REIMBURSEMENT</b>			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50), including Agency meetings			
Total No. of SAWPA Meetings Attended			0
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE *Kati Parker*

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

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

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-24-17	CBWM Board Meeting (Alt.)	No (cancelled)	\$-0-
<b>TOTAL REIMBURSEMENT</b>			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$97.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50), including Agency meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE *Kati Parker*

Approved by: *[Signature]*  
Steven J. Elié  
President, Board of Directors

\* Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting.



**IEUA DIRECTOR PAYSHEET**

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

**AUGUST 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$-0-
08-04-17	IEUA Special Board Meeting	Yes	\$-0-
08-07-17	IERCA Board Meeting	Yes	\$-0-
08-09-17	Engineering, Operations, & Water Resources Committee	Yes (alternate) (same day)	\$-0-
08-09-17	Finance and Administration Committee	Yes	\$-0-
08-16-17	IEUA Board Meeting	Yes	\$-0-
08-18-17	Meeting w/Director Camacho	Yes	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			7
Total No. of Meetings Paid			0

DIRECTOR  
SIGNATURE

Approved by:

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

Director Hofer has waived all stipend payments.

ID# 615

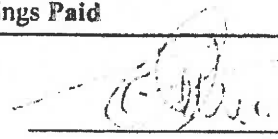
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE  
ON REGIONAL POLICY COMMITTEE**

TERRY CATLIN  
EMPLOYEE NO. N/A  
ACCOUNT NO. 10900 110100 500000 501215

**JULY 2017**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	Regional Policy Committee Meeting	Yes	\$100.00
03-03-16	Regional Policy Committee Meeting	Yes	\$100.00
11-07-13	Regional Policy Committee Meeting	Yes	\$100.00
06-06-13	Regional Policy Committee Meeting	Yes	\$100.00
03-07-13	Regional Policy Committee Meeting	Yes	\$100.00
01-10-13	Regional Policy Committee Meeting	Yes	\$100.00
<b>TOTAL REIMBURSEMENT</b>			
Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$600.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			6

**DIRECTOR  
SIGNATURE**

  
\_\_\_\_\_

Approved by:

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

**Prior years' adjustments for Policy meetings attended.**

## Attachment 6

Payroll-Net Pay-Employees

	Period 18	Period 18	Period 19	Period 19	Period 20	Period 20	
Non-Board Member	Checks	EFTs	Checks	EFTs	Checks	EFTs	September
NET PAY to Employees	\$0.00	\$743,402.43	\$0.00	\$743,619.60	\$0.00	\$735,534.23	\$2,222,556.26

# INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 1, 2017

PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

GROSS PAYROLL COSTS	\$1,413,422.02
DEDUCTIONS	\$670,019.59
NET PAYROLL	\$743,402.43
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	368
TOTAL PAYROLL PROCESSED	368

# INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 15, 2017

PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

GROSS PAYROLL COSTS	\$1,349,652.38
DEDUCTIONS	\$606,032.78
NET PAYROLL	\$743,619.60
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	365
TOTAL PAYROLL PROCESSED	365



**INLAND EMPIRE UTILITIES AGENCY**

**PAYROLL FOR SEPTEMBER 29, 2017**

**PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017**

GROSS PAYROLL COSTS	\$1,195,033.78
DEDUCTIONS	\$459,499.55
NET PAYROLL	\$735,534.23
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	365
TOTAL PAYROLL PROCESSED	365

**ACTION  
ITEM**

**2A**

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**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

**Committee:** Finance & Administration

*[Signature]*  
11/08/17

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

**Subject:** Investment Advisory & Management Services Contract Award

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**Executive Summary:**

The Agency currently manages its investment portfolio in-house under the direction of the Executive Manager of Finance & Administration/AGM. In April 2017, the Finance & Administration Committee requested staff to evaluate the advantage of engaging the services of an investment advisor. Staff determined utilization of a qualified investment advisor would benefit the Agency by providing a better structured, more diversified and actively managed portfolio. A qualified firm provides a team of experts in specialized disciplines with added sophisticated tools and resources, day-to-day monitoring of market conditions and credit worthiness of investments, and active management of the Agency's portfolio in accordance with the Agency's Investment Policy.

An Request for Proposal (RFP) for investment and management services was posted in September 2017. Three proposals were received. The evaluation team comprised of key staff from Finance and Accounting and the Executive Manager of Finance & Administration/AGM, unanimously ranked PFM Asset Management LLC as the best qualified firm to meet the Agency's requirements based on the firm's understanding of the scope of service, investment philosophy and strategy, engagement team qualifications, fees, and extensive training program.

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**Staff's Recommendation:**

1. Award Contract No. 4600002440 to PFM Asset Management LLC for an initial three (3) year period with two, one-year options to extend, for investment advisory and management services; and
2. Authorize the General Manager to negotiate and execute the contract.

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

Account/Project Name:

Professional Services budgeted in the Administrative Services Fund.

*Fiscal Impact (explain if not budgeted):*

Annual fees are projected to be recovered from anticipated higher yields on the investment portfolio.

**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Investment Advisory and Management Services contract award is consistent with the Agency's Business Goal of Fiscal Responsibility in optimizing the Agency's investment of surplus funds in accordance with the Agency's Investment Policy.

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**Attachments:**

Attachment 1- Background

Attachment 2- Powerpoint

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## Background

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Subject: Investment Advisory & Management Services Contract Award

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The Agency's investment portfolio is comprised of all cash and reserve balances from all Agency funds (surplus monies), except monies held in restricted accounts, such as deferred compensation, debt service, and Capital Reimbursement Accounts (CCRA) held by member agencies. Authority to manage the investment program is delegated to the Executive Manager of Finance and Administration/Assistant General Manager by the Board of Directors pursuant to the Agency's Investment Policy (Investment Policy). The Investment Policy authorizes the General Manager to engage the services of one or more external investment advisors to assist in the management of the Agency's investment portfolio in a manner consistent with the policy and the Agency's investment objectives (Section 5.0).

The Agency's investment portfolio has historically been managed by the Finance & Accounting department under the direction of the Executive Manager of Finance & Administration/Assistant General Manager. Close monitoring of the Agency's investment portfolio is critical to meet the Investment Policy primary objectives of safety, liquidity and yield. Given the limited resources and expertise to actively monitor market conditions, the Agency's investment strategy has traditionally been to "buy-and-hold" investments until maturity. Investments are purchased from an approved brokers/dealers list that is evaluated and updated annually as part of the Investment Policy update. Fees paid to brokers/dealers are netted out from the final return of the investments purchased by the Agency.

Due to the historically low interest rate environment, the Agency maintains a high-level of cash liquidity to purchase higher yield investments as market conditions improve. Liquid assets include pool investments in the California Local Agencies Investment Fund (LAIF), CalTrust, and California Asset Management Program (CAMP). As of September 30, 2017, about 60% of the Agency's total portfolio was held in liquid assets.

In April 2017, the Finance & Administration Committee recommended staff evaluate the current investment strategy and assess the benefits of outsourcing management of the portfolio to a professional investment advisor. Staff determined utilization of a qualified investment advisor would benefit the Agency by providing a better structured, more diversified and actively managed portfolio. An investment advisory firm will also provide:

- A team of experts in specialized disciplines with added sophisticated tools and resources,
- Day-to-day monitoring of market conditions and credit worthiness of investments,
- Active management of the Agency's investment portfolio,
- Compliance with the Agency's Investment Policy and state regulations, and
- Discounts from increased competitive prices and economies of scale gained from managing several billions of dollars of governmental assets.

These benefits will maximize investment earnings, while maintaining safety and liquidity to support the Agency's operations. Additionally, there are major differences between investment advisors, brokers, and dealers as highlighted in Table 1.

**Table 1: Importance of an Independent Investment Advisor**

Investment Advisor	Broker	Dealers
<ul style="list-style-type: none"> <li>• Fiduciary Responsibility</li> <li>• Fees are fully disclosed</li> <li>• Owns no portfolio or inventory of securities</li> <li>• Competitively bids every buy and sell</li> <li>• Compensation: Fees based on assets under management</li> </ul>	<ul style="list-style-type: none"> <li>• Not a fiduciary</li> <li>• Does not maintain a portfolio of securities</li> <li>• Buys securities from seller to resell to buyers</li> <li>• Compensation: Difference between buy and sell price, can earn commission</li> </ul>	<ul style="list-style-type: none"> <li>• Not a fiduciary</li> <li>• “Takes a position” in the market</li> <li>• Owns securities</li> <li>• Buys for and sells from “house” inventory</li> <li>• Buys at the bid price; sells at the offer price</li> <li>• Compensation: Difference between buy and sell; can earn commission</li> </ul>

A Request for Proposal (RFP) for investment advisory and management services was posted on Planet Bids on September 25, 2017. The primary objective of the RFP was to select the firm most qualified to manage the Agency’s investment portfolio in accordance with the laws of the State of California, the Agency’s Investment Policy, and other investment policies and procedures established by the Agency. On October 16, 2017 the Agency received three proposals:

- Chandler Asset Management
- PFM Asset Management LLC
- High Mark Capital Management

The three proposals were reviewed by an evaluation team comprised of key members of the Finance and Accounting department, and the Executive Manager of Finance & Administration/ Assistant General Manager. Each proposal was evaluated based on the firm’s ability to deliver the primary investment advisory and management scope of services as identified in the RFP; the firm’s financial strength, public sector experience in California, technical competence, resources and qualifications of the firm and individuals to provide the services; the investment philosophy and strategy and demonstrated investment performance; and overall proposed fees and the value they represent for the services to be provided.

The evaluation team identified PFM Asset Management LLC’s (PFM) proposal as the most qualified to provide the investment advisory and management services for the Agency’s investment portfolio. Some of PFM’s strengths include:

- **Public Sector Focus.** Manage over \$77 billion in assets primarily for public sector entities.
- **California Presence:** Have been providing investment advisory services to California local government since 1989. A list PFM’s clients in California is provided in Table 3.
- **Resources and Expertise.** Local offices and more than 200 investment professionals nationwide actively monitoring market conditions, conducting in-depth financial analysis



of issuers, processing internal credit reviews, and have an established Credit Committee, and Compliance department.

- **Extensive Training Program.** Year-around trainings available to clients on all aspects of finance, investment, governance, debt issuance, pension, compliance and other economic related topics. PFM University courses are made available to clients at no cost.
- **Other Specialized Services.**
  - Trust Management & Administration for prefunding pension or other-post employment benefit (OPEB).
  - Treasury Consulting - determine the best banking service provider for cash management needs.
  - Arbitrage Rebate Compliance Practice - focus exclusively on the challenges of arbitrage rebate and post debt-issuance compliance.
  - Payment Solution - provides tool to receive rebates for purchases.
  - Procurement Card – purchasing cards for small purchases as designated by the client.

The fee proposal from PFM is based on the size of assets under management:

**Table 2: Proposal Annual Fees**

Assets Under Management	Annual Fee
First \$25 million	10 basis points (0.10%)
Next \$25 million	8 basis points (0.08%)
Next \$50 million	7 basis points (0.07%)
Over \$100 million	6 basis points (0.06%)

**Table 3: PFM Asset Management Client List**

Client List	
Alameda County Water District	Merced Irrigation District
Antelope Valley East Kern Water Agency	Modesto Irrigation District
City of San Bernardino Municipal Water Department	Padre Dam Municipal Water District
City of Vista	Sacramento Suburban Water District
Coachella Valley Water District	San Bernardino Municipal Water District
Contra Costa Water District	San Bernardino Valley Municipal District
Cucamonga Valley Water District	San Juan Water District
Delta Diablo Sanitation District	Santa Margarita Water District
El Toro Water District	South Tahoe Public Utility District
Fallbrook Public Utility District	Turlock Irrigation District
Goleta West Sanitary District	Ventura Regional Sanitation District
Leucadia Wastewater District	West Basin Municipal Water District

# Contract Award for Investment Advisory and Management Services



# Management of Investment Portfolio

## Current Strategy

- Investment portfolio historically managed in-house,
- Traditional “buy-and-hold” investment strategy
- High percentage of portfolio held liquid assets
- April 2017 – Finance Committee – requested an evaluation of investment advisory services

## Benefits of Engaging an Investment Advisor

- A team of experts in specialized disciplines with added sophisticated tools and resources,
- Day-to-day monitoring of market conditions and credit worthiness of investments,
- Active management of the Agency’s investment portfolio,
- Compliance with the Agency’s Investment Policy, and
- Discounts from increased competitive prices and economies of scale gained from managing several billions of dollars of governmental assets

## Request for Proposal – 3 Proposals Received

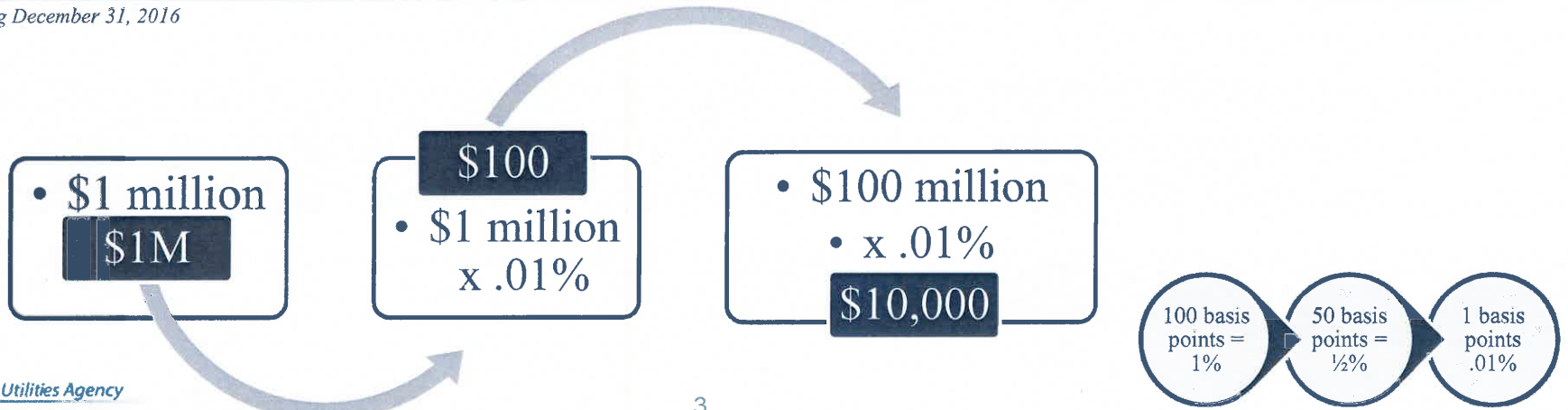
1. Chandler Asset Management
2. PFM Asset Management, and
3. High Mark Capital Management



# Additional Earnings

LAIF/ Index	Yield to Maturity	Past 5 Year* Annualized Total Return	Growth of \$100 Million	Additional Earnings Over LAIF
LAIF	0.68%	0.35%	\$101,744,820	
1-3 Year Treasury	1.18%	0.57%	\$102,867,837	\$1,123,017
1-5 Year Treasury	1.42%	0.80%	\$104,083,395	\$2,338,575

\*Past 5 Year Ending December 31, 2016



# Most Qualified Proposal

## RFP Selection Result – PFM Asset Management

- Public Sector Focus
- Resources and Expertise
- Financial Strength
- Excellent Training Programs
- Specialized Services

## Recommendation

- Award Contract No. 4600002440 to PFM Asset Management LLC for an initial three (3) year period with two, one-year options to extend, for investment advisory and management services; and
- Authorize the General Manager to negotiate and execute the contract.

The Investment Advisory and Management Contract Award is consistent with the *IEUA's Business Goal of Fiscal Responsibility* in optimizing the Agency's investment of surplus funds in accordance with the Agency's Investment Policy.



**ACTION  
ITEM**

**2B**

---

**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

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

11/08/17

11/08/17

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

**Subject:** RP-4 Trident Filters Construction Contract Award

---

**Executive Summary:**

In November 2016, IEUA awarded a consultant design contract to Carollo Engineers to manage the RP-4 Rehabilitation Projects from development to construction completion. During the project charter phase, it was determined that the trident filter system was in need of rehabilitation as three of the eight units are not functioning and a fourth is problematic. Due to the severity of the situation, the RP-4 Trident Filter Repair and Rehabilitation, Project No. EN17110.01, was created as an urgency project to rehabilitate the filters to improve the reliability and performance as well as maintain compliance with the NPDES permit.

On September 12, 2017, IEUA received four construction bids from pre-qualified contractors. J.F. Shea Construction, Inc., was the lowest responsive, responsible bidder with a bid price of \$3,799,000. The construction contract was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Staff requests the existing contract with Carollo be amended by \$454,858 to include engineering services, project management, and construction management, increasing the contract from \$1,288,858 to \$1,743,716.

---

**Staff's Recommendation:**

1. Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
2. Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
3. Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

---

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

*Account/Project Name:*

EN17110/RP-4 Process Improvements Project

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On November 16, 2016, the Board of Directors awarded a contract to Carollo Engineers for the project management and design services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and the RP-4 Process Improvements, Project No. EN17110, for a not-to-exceed amount of \$1,288,858.

---

**Environmental Determination:**

**Categorical Exemption**

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

---

**Business Goal:**

The RP-4 Trident Filters Project is consistent with the Agency's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

---

**Attachments:**

- Attachment 1 - Background
- Attachment 2 - Powerpoint
- Attachment 3 - Construction Contract
- Attachment 4 - Consultant Engineering Amendment

## Background

Subject: RP-4 Trident Filters Construction Contract Award

Regional Water Recycling Plant No. 4 (RP-4) began operation in July 1997, with an average daily liquid treatment capacity of seven million gallons per day (MGD) which was later expanded to 14 MGD in 2009. After over 20 years in service, some areas within the plant require rehabilitation due to the general deterioration of process components. IEUA's Asset Management Plan and a 2014 Condition Assessment Report recommended the Primary Clarifier Rehabilitation Project and the Process Improvement Project be implemented to mitigate the issues in the plant system infrastructure.

Due to the schedule and critical nature of these projects, the Engineering and Construction Management Department proposed an alternative project delivery approach for Project Management; using the services of a consulting firm to manage the project from development to construction completion. The goal of this approach was to create a seamless integration of the consulting project manager with IEUA staff to create a more efficient link between the project engineers and IEUA stakeholders. In November 2016, Carollo Engineers was awarded a contract for the project management and design services on the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and the RP-4 Process Improvement, Project No. EN17110.

Carollo began the process of preparing the project charter by coordinating meetings and plant walks with the Operations and Maintenance Department. During this process, a significant problem was discovered related to the trident filters in the tertiary treatment system. Three of the eight units are not functioning and a fourth is problematic. Staff re-directed Carollo to focus their team on preparing a fast track design/repair of the trident filter system.

This new scope item resulted in additional engineering and future construction management services. IEUA staff carefully reviewed all additional scope during the preparation of the project charter and agree that this work is necessary to keep the plant operating efficiently as well as within the limits of the National Pollutant Discharge Elimination System (NPDES) permit.

On August 8, 2017, IEUA pre-qualified five general contractors to bid on the project. On August 21, 2017, a request for bids was advertised to the pre-qualified contractors through PlanetBids. On September 12, 2017, the following four bids were received:

<b>Bidder's Name</b>	<b>Total Price</b>
J.F. Shea Construction, Inc.	\$ 3,799,000
PCL Construction, Inc.	\$ 3,809,757
SCW Contracting Corporation	\$ 4,238,467
J.R. Filanc Construction Company, Inc.	\$ 4,300,000
<b>Engineer's Estimate</b>	<b>\$ 4,500,000</b>

J.F. Shea Construction, Inc., was the lowest responsive and responsible bidder with a bid price of \$3,799,000. J.F. Shea Construction, was pre-qualified by presenting the required experience on performing similar projects with other utilities and cities and showing good workmanship and responsiveness. Additionally, J.F. Shea Construction has shown good performance on other IEUA projects.

In addition to the construction contract award, staff requests that the existing contract with Carollo Engineers be amended by \$454,858 to include engineering services, project management, and construction management, increasing the contract from \$1,288,858 to \$1,743,716.

The following table is the anticipated project cost:

<b>Description</b>	<b>Estimated Cost</b>
<b>Design Services</b>	<b>\$1,069,073</b>
Consultant Design	\$657,594
Project Management	\$189,346
Trident Filter Consultant Amendment (this action)	\$167,441
IEUA Design Services	\$54,692
<b>Construction Services Estimate</b>	<b>\$2,763,561</b>
Trident Filter Engineering Services During Construction (this action)	\$287,417
Remaining Engineering Services During Construction	\$1,708,671
Construction Management	\$298,113
IEUA Construction Services (2.5%)	\$469,360
<b>Construction Estimate</b>	<b>\$20,652,948</b>
Trident Filter Construction (this action)	\$3,799,000
Remaining Construction	\$14,976,408
Contingency (10%)	\$1,877,540
<b>Total Project Cost</b>	<b>\$24,485,582</b>
<b>Total Project Budget</b>	<b>\$24,027,753</b>
<b>Remaining Budget</b>	<b>(\$457,829)</b>

The following table is the project schedule: .....

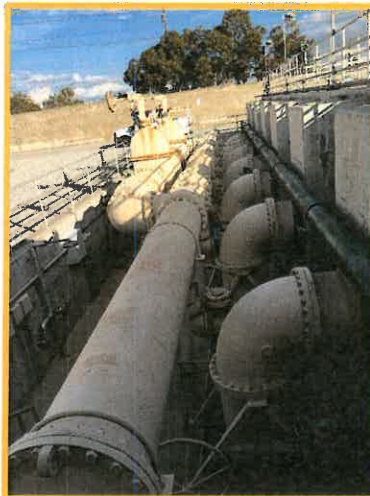
<b>Project Milestone</b>	<b>Date</b>
Design Completion	August 2017
Construction Contract Award	November 2017
Construction Completion	March 2019

Fiscal Impact:

If approved, the construction contract award and consultant contract amendment for the RP-4 Rehabilitation, Project No. EN17110, for the combined amount of \$4,253,858, will be within the total project budget of \$17,466,763 in the Regional Wastewater Operations and Maintenance (RO) Fund. An estimated amount of \$2,420,000 will be spent this fiscal year. The future year funding will be re-appropriated accordingly during the FY 2017/18 review of the Ten-Year Capital Improvement Plan.



# RP-4 Trident Filters Rehabilitation and Replacement Construction Contract Award and Consultant Amendment Project No. EN17110.01



Shaun J. Stone, P.E.  
November 2017

# The Project

- **Project Background**

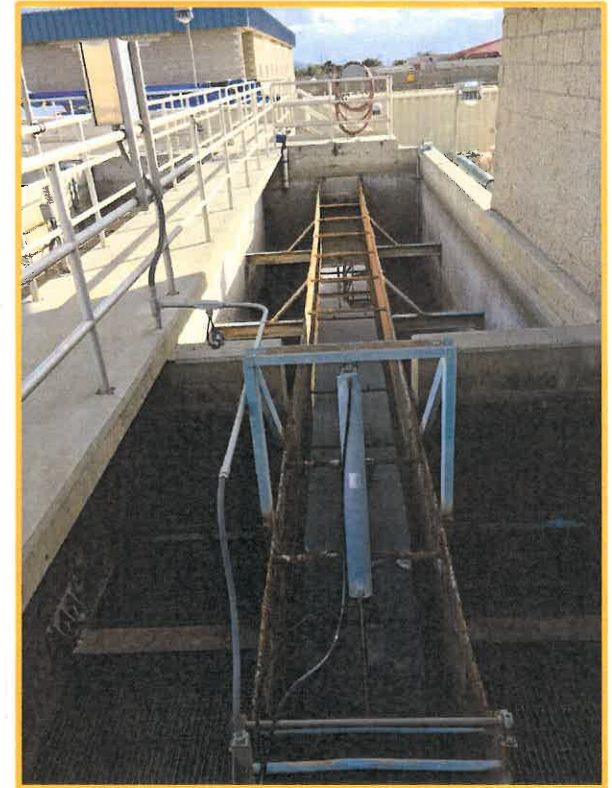
- Urgency project
- Meet RP-4 operational and permit requirements
- Three of eight filter units currently out of service
- Fourth filter bay showing signs of failure

- **Project Scope**

- Add weir covers, replace filters, and add backwash pumps



Weir Covers



Out of Service Filter Bay

# Contractor Selection

Four bids received on September 12, 2017

### Bids Received

Bidder's Name	Total Price
J.F. Shea Construction, Inc.	\$3,799,000
PCL Construction, Inc.	\$3,809,757
SCW Contracting Corporation	\$4,238,467
JR Filanc Construction	\$4,300,000
<b>Engineer's Estimate</b>	<b>\$4,500,000</b>



# Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
<b>Design Services</b>	<b>\$1,069,073</b>	PDR Completion	April 2018
Consultant Design	\$657,594	Design Completion	October 2018
Project Management	\$189,346	Construction Contract Award	February 2019
Trident Filter Consultant Amendment	\$167,441	Construction Completion	March 2021
IEUA Design Services	\$54,692		
<b>Construction Services Estimate</b>	<b>\$2,763,561</b>		
Trident Filter Engineering Services During Construction	\$287,417		
Remaining Engineering Services During Construction	\$1,708,671		
Construction Management	\$298,113		
IEUA Construction Services (2.5%)	\$469,360		
<b>Construction Estimate</b>	<b>\$20,652,948</b>		
Trident Filter Construction (this action)	\$3,799,000		
Remaining Construction	\$14,976,408		
Contingency (10%)	\$1,877,540		
<b>Total Project Cost</b>	<b>\$24,485,582</b>		
<b>Total Project Budget</b>	<b>\$24,027,753</b>		
<b>Remaining Budget</b>	<b>(\$457,829)</b>		

# Recommendation

- Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
- Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
- Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

The RP-4 Trident Filters Project is consistent with the **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

## **CONTRACT**

THIS CONTRACT, made and entered into this 15th day of November 2017, by and between J.F.Shea, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

### **WITNESSETH:**

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE CONSTRUCTION OF THE RP-4 TRIDENT FILTER REHABILITATION AND REPAIR, PROJECT NO. EN17110.01, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.



Total Bid Price \$ Three Million, Seven Hundred Ninety-Nine Thousand Dollars

and Zero Cents.

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

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency within four hundred and ten (410) calendar days after award of the Contract. All work shall be completed before final payment is made.
6. Time is of the essence on this Contract.
7. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of three thousand (\$3,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty.
8. All work shall be completed before final payment is made. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount per Item No. 7 of this Contract.

9. In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due to the Contractor, penalties and fines for violations of applicable local, state, and federal law.
10. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
11. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
12. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
13. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
14. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

15. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

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

Contractor

By \_\_\_\_\_  
General Manager

By \_\_\_\_\_  
Title

\*A Municipal Water District

Bond Number \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, a Municipal Water District, hereinafter designated as the "Agency," has, on November 15, 2017, awarded to J.F. Shea, hereinafter designated as the "Principal," the Contract for the construction of:

RP-4 Trident Filter Rehabilitation and Replacement, Project No. EN17110.01

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars(\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Agency and engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Agency such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Agency from loss or damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number \_\_\_\_\_

**SECOND PAGE OF PERFORMANCE BOND**

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PERFORMANCE BOND**

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

Bond Number \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency", has, on November 15, 2017, awarded to J.F. Shea, hereinafter designated as the "Principal," a Contract for the construction of:

RP-4 Trident Filter Repair and Rehabilitation, Project No. EN17110.01

WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Agency as shall be fixed by the court.



Bond Number \_\_\_\_\_

**SECOND PAGE OF PAYMENT BOND**

This bond shall inure to the benefit of Agency and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PAYMENT BOND**

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF SURETY  
BELOW**

**WAIVER/RELEASE OF LIABILITY**

I, the undersigned, on behalf of \_\_\_\_\_ (hereinafter called Firm) fully understand that the storage or leaving of \_\_\_\_\_ at the Agency's \_\_\_\_\_ facility, located at \_\_\_\_\_ California, during the period of \_\_\_\_\_ to \_\_\_\_\_ exposes Firm to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Firm's employees. For the privilege of storing/leaving \_\_\_\_\_ at said location, Firm agrees to assume any and all such risk.

In consideration of being able to store/leave said item(s) at said location, Firm hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Firm's employees, or damage or theft of said property arising out of, or in connection with, the storage or leaving of said item(s) at Inland Empire Utilities Agency's facility for whatever cause, excluding the purposeful actions or active negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Firm is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Firm, and of my own free will.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Approved: \_\_\_\_\_

\_\_\_\_\_  
Date

Department Manager of Engineering signature

Distribution: Department Manager of Engineering, Construction Manager; Construction Project Manager; Supervisor; Risk Manager; Contractor, Subcontractor, Supplier, or Repair Person



**CONTRACT AMENDMENT NUMBER: 4600002243-001**

**FOR**

**PROJECT MANAGEMENT AND DESIGN SERVICES**

**FOR THE RP-4 PRIMARY CLARIFIER REHABILITATION PROJECT NO. EN17043**

**AND RP-4 PROCESS REHABILITATION PROJECT Nos. EN17110 and EN17110.01**

THIS CONTRACT AMENDMENT ONE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Carollo Engineers, Inc. with offices located in Riverside, Irvine, and Los Angeles, California (hereinafter referred to as "Consultant") for Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Rehabilitation, Project Nos. EN17110 and EN17110.01, and shall revise the Contract as herein amended:

**SECTION THREE, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:** Additional services and responsibilities shall include and be in accordance with **Exhibit C**, which is incorporated herein, attached hereto, and made a part hereof by this reference.

**SECTION FIVE, COMPENSATION, REVISES THE SECOND PARAGRAPH AS FOLLOWS:** As compensation for additional work performed under this Contract Amendment, Agency shall pay Consultant a ***NOT-TO EXCEED maximum of \$1,743,716.00, which represents an increase of \$454,858.00 to the Contract.***

**ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.**

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

[ Signature Page Immediately Follows ]

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

**CAROLLO ENGINEERS, INC.:**

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
Dr. Graham Juby, P.E. (Date)  
Principal-in-Charge / Vice President

\_\_\_\_\_  
Eric M. Mills, P.E. (Date)  
Senior Vice President

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# **Exhibit C**

October 9, 2017

Mr. Jerry Burke  
Deputy Manager of Engineering  
Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Subject: RP-4 Primary Clarifier and Process Rehabilitation Projects (EN17043, EN17110, EN17110.01) - Amendment No. 1 Justification and Request for Design, Project Management, Construction Management and Engineering Services during Construction for the Trident Filter Emergency Project (EN17110.01).

Dear Mr. Burke:

Carollo Engineers, Inc. (Carollo), is currently providing engineering services for the RP-4 Primary Clarifier and Process Rehabilitation projects (EN17043, EN17110, EN17110.01). In the execution of these projects it was decided to accelerate the portion of the work associated with the replacement of the Trident Filters emergency project (EN17110.01). This letter details the background of the project and describes additional services that are required to perform design, project management, construction management and engineering services for this accelerated project element. The intent of this letter is to provide the justification for an amendment of our current Agreement to provide the services that are detailed in this letter.

### Background

In October 2016, Carollo was selected by the Inland Empire Utilities Agency (IEUA) for the RP-4 Primary Clarifier and Process Rehabilitation project identified in RFP-RW-16-021, which incorporated two separate projects EN17043 and EN17110. The project development phase for these two projects kicked-off in January 2017. As project development progressed for these projects, it became apparent around April/May 2017 that repair and rehabilitation work associated with the Trident Filters at RP-4 needed to be completed in an expedited manner in order to continue meeting plant operational and permit requirements. Project EN17110.01 was created as a sub project to EN17110 for this expedited emergency work.

Carollo, under the direction of IEUA, proceeded with expedited design services for EN17110.01.

The Trident Filter emergency project (EN17110.01) is currently in the bid phase, with anticipated construction award date in November 2017. In order for Carollo to continue providing services for this project (EN17110.01), the Carollo Agreement requires an amendment to include construction management, and engineering services during construction, as well as the design and project management services that were not included in the original Agreement.

### Additional Scope of Work Items

Additional scope of work items for the Trident Filters project (EN17110.01) are presented below. These items were not included with the Agreement's original scope of work.

- Remove material (sand, gravel, anthracite) and inspect/refurbish/replace underdrains, and load new material – sand, gravel and anthracite for Trident Filters (EN17110.01).



- Replace/refurbish deteriorated steel components and elements for Trident Filters (EN17110.01).
- Following a backwash event for the Trident Filters, currently an air column will develop in the backwash header. When the system goes to backwash the filters they initially blow air onto the filter media blowing off media unintentionally. This wastes filter media unnecessarily adding operational cost to the facility. Check valves leak, may need to add additional air valves to header and/or replace check valves (EN17110.01).
- Install wiring and SCADA control logic and screens for Trident Filters to allow for operations to open/modulate/close control valves through SCADA (EN17110.01).
- Upgrade Trident Filter instrument air compressors. Ensure compressors have the capability to share load in auto for even load sharing (EN17110.01).
- Upgrade Trident Filter compressed air driers and add higher capacity air tank receiver(s). Preferred if air driers are disposable/replaceable. Preferred if air tank receivers are outside of the building to allow for easier access for maintenance to building inside and outside components (EN17110.01).
- Provide local and SCADA control of Trident Filter instrument air compressors Nos. 1 and 2. Air compressors currently have limited local control requiring use of screw drivers for set points, etc. (EN17110.01).
- Provide new eight new multi-wash backwash troughs for the Trident Filters (EN17110.01).
- Replace quills for mixers downstream of chlorine injections (EN17110.01).
- For air distribution system and influent water distribution system at clarifier zone, replace rubber gaskets and victaulic couplings. Inspect 2-inch air laterals, and replace air laterals, as needed. Assume ten percent replacement of 2-inch air laterals (EN17110.01).
- Replace basket screens on AC drain pipes, including associated hardware and gaskets (EN17110.01).
- For filter underdrain system, replace all the tri-seals, hold down nuts and washers. Order 10 percent of PVC Triton underdrains to replace broken/damaged underdrains. Inspect underdrains and replace, as needed (EN17110.01).
- Remove all remnants of ultrasonic level transducers in filter zone - one per filter (eight total). Replace existing filter pressure level transducers with ultrasonic level transmitters, and replace filter level switches (EN17110.01).
- Install pressure transmitters at clarifier side - one per clarifier (eight total). Also install flush connections to prevent pressure transmitters from clogging (EN17110.01).
- Install new low rate backwash pumps. Replace existing 6-inch gate valves, 6-inch check valves, and 6-inch magmeter. Replace 6-inch pump columns and strainers. Run new electrical and control wiring to pumps and meter (EN17110.01).
- At 6-inch low rate backwash pipeline, replace 6-inch pneumatic butterfly valve and actuator. Also install 6-inch butterfly valve at the end of this pipe per drawings and connect it back with low rate backwash pump discharge line (EN17110.01).
- On high rate backwash pumps discharge lines, replace existing 16-inch check valves (EN17110.01).

- Add one 2-inch air release valve on 20-inch backwash header (EN17110.01).
- Replace filter air scour 6-inch and 8-inch butterfly valves and actuators and 8-inch check valves in filter air scour system (EN17110.01).
- Replace 12-inch influent plug valves and actuators. Also replace 12-inch influent plug valve for filter number eight immediately downstream of influent header (EN17110.01).
- Replace 20-inch pneumatic butterfly valve and actuator located at backwash water header (EN17110.01).
- Provide new secondary clarifier effluent channel weir covers for three secondary clarifiers (EN17110.01).
- Add additional utility water connections for secondary clarifiers (EN17110.01).
- Provide rolling access scaffolding for secondary clarifiers, one for each clarifier (EN17110.01).

#### **Effort expended for Design and Project Management**

The majority of the design work and project management effort for the Trident Filter project was not included in the Agreement's original Scope of Work. For project management, the major effort was expended for project development and for participation in four separate workshops specific to the Trident Filters project. These four workshops are described as follows:

- A three-hour workshop and site walk with IEUA operations and maintenance staff to better understand Trident Filter issues.
- A three-hour workshop and site walk with West Tech and IEUA operations and maintenance staff to develop scoping for the Trident Filter project.
- A three-hour workshop and site walk with West Tech technical staff and IEUA operations and maintenance staff to develop design for the Trident Filter project.
- A three-hour workshop to present and obtain feedback from IEUA operations and maintenance staff on draft design/bid documents for the Trident Filter project.

The majority of design effort expended for the Trident Filter project consisted of drawing development, specification development, and full IEUA front-end document development for the additional scope of work items noted above, including:

- Preparation of one hundred and eight (108) marked-up record drawings, fabrication (submittal) drawings, bill of material drawings, and manufacturer cut sheet drawings to construction bid level for construction purposes.
- Preparation forty-two (42) specification sections to construction bid level for construction purposes.
- Preparation of a full IEUA front-end document to construction bid level for construction purposes.

Project design was delivered on a fast track schedule considering the emergency nature of this project. The planning and design work began in May, 2017 and the bid package was issued to prospective construction bidders on August 21, 2017.

### **Level-of-Effort Approach for Construction Management and Engineering Services during Construction**

Our level-of-effort approach and fee estimate for construction management (CM) and engineering services during construction (ESDC) for the Trident Filter emergency project (EN17110.01) is summarized below.

The low bid for the Trident Filter emergency project (EN17110.01) was \$3.8M, with a construction duration of approximately twelve months through substantial completion. The majority of the equipment for this project, which will be supplied by West Tech, is anticipated to arrive on site in approximately six to seven months after notice of construction award. Therefore, the majority of construction management and inspection work will occur during the final six months of the construction phase. Level-of-effort man loading for CM services has been budgeted accordingly.

Carollo is proposing to use **Brian Wilson** as our construction manager for this expedited project, and his services will be needed throughout the construction phase. During initial stages of construction, Brian will be involved with submittal review, schedule review, setting up document control procedures, attending and leading construction meetings, etc. During the latter stages of construction, Brian will be more heavily involved with construction oversight activities. We anticipate Brian will need to support the project with approximately 25 percent (1/4 time) of his time over the 12-month project duration.

**Tim VanDamme** is our proposed general inspector for this project. Tim will provide general inspection services covering civil, structural, and mechanical works. We anticipate that Tim will need to support the project full-time for a four to five-month period during the latter stages of the project, once the majority of the equipment has been delivered.

**John Benusik** is our proposed electrical inspector for this project and he will provide electrical and I&C inspection services. We anticipate that that John will need to support the project for about 180 hours during the latter stages of construction.

Miscellaneous materials testing services are also anticipated for this project with an estimated upper limit of \$6,500. Additional assumptions related to construction management services include:

- Inspectors are paid prevailing wage rate.
- Contractor labor compliance is not included.
- Contractor, or IEUA, will furnish field office space for the construction manager and general inspector, including computers, printers, paper, etc.
- Construction management staffing is based on the baseline project schedule. If the actual construction duration deviates from the baseline project schedule, then a mutually agreeable revision to the construction management fee estimate will be necessary to account for the revised level-of-effort needed to support an extended construction duration. The baseline project schedule construction duration is 11.5 months through substantial completion, and two months are allocated for project closeout after substantial completion up until final completion.

Carollo also intends to support the project with engineering services during the construction phase. These services consist of submittal review, response to Contractor RFIs and RFCs that cannot be addressed by the

construction manager, change order review technical support, preparation of design document clarifications, and preparation of record drawings. Level-of-effort assumptions for engineering services during construction include:

- Review twelve submittals and ten re-submittals.
- Respond to twenty Contractor RFIs/RFCs.
- Technical support for two Contractor change order requests.
- Prepare two design document clarifications.
- Update twenty drawings for record drawing purposes. It is assumed that the record drawings would be a modification of the marked-up sheets used for bidding. New CAD drawings are not included.

**Fee Estimate**

Our proposed fee for design, project management, construction management and engineering services during construction for the RP-4 Trident Filter emergency project (EN17110.01) is summarized below and shown in detail in the attached fee estimate.

Table 1 [Amendment No. 1 Fee Estimate](#)

Project Scope Item	Fee
<b>Project EN17110.01</b>	
<b>PM and Workshops</b>	<b>\$ 53,466</b>
<b>Engineering Services</b>	<b>\$ 113,975</b>
<i>Environmental Document Coordination</i>	<i>\$ 3,665</i>
<i>Design and Bid Package Development</i>	<i>\$ 102,312</i>
<i>Bid Support</i>	<i>\$ 7,998</i>
<b>Construction Management (CM)</b>	<b>\$ 218,210</b>
<b>Engineering Services During Construction (ESDC)</b>	<b>\$ 69,207</b>
<b>EN17110.01 TOTAL</b>	<b>\$ 454,858</b>
<b>TOTAL ORIGINAL AGREEMENT</b>	<b>\$ 1,288,858</b>
<b>TOTAL AMENDMENT No. 1 (EN17110.01)</b>	<b>\$ 454,858</b>
<b>NEW CONTRACT TOTAL</b>	<b>\$ 1,743,716</b>

Mr. Jerry Burke  
Inland Empire Utilities Agency  
October 9, 2017

Page 6

Carollo requests that IEUA review the described level-of-effort and the assumptions contained in this letter for discussion purposes. Once IEUA and Carollo have an agreed level-of-effort and associated fee, an amendment to the existing Agreement (Amendment No. 1) will need to be executed.

We appreciate the opportunity to continue providing services to IEUA. Please contact either of the undersigned should you have any questions or require any further clarifications or additional information on the contents of this letter.

Sincerely,

CAROLLO ENGINEERS, INC.



Graham J.G. Juby, Ph.D., P.E.  
Vice President

GJ/RPI:jrb

Encl: Detailed Labor Hour Breakdown and Fee Estimate



Roland Pilemalm, P.E.  
Associate Vice President



**Inland Empire Utilities Agency**  
**RP-4 Primary Clarifier Rehabilitation and Process Rehabilitation, Project Nos. EN17043, EN17110 and EN17110.01**  
**Work Breakdown Structure and Fee Estimate - Amendment No. 1 (EN17110.01)**

Task Description	ESTIMATED LABOR HOURS													SUBS	TOTAL COSTS			
	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician (CAD)	Construction Manager	General Inspector	Scheduler	Electrical Inspector	Document Processing	Total Hours (incl sub hours)		Geotechnical, Survey and Materials Test	Labor Cost	PECE	Other Direct Costs
Hourly Rate	\$265	\$252	\$230	\$194	\$159	\$167	\$119	\$160	\$145	\$175	\$145	\$110						
<b>EN17110.01</b>																		
<b>Task 7 - Project Management (EN17110.01)</b>																		
7.1: Project Management	12	52		22						12			98		\$22,652	\$1,147	\$350	\$24,149
7.1.1: Scoping and Design Workshops	16	28	28	28	28								128		\$27,620	\$1,498	\$200	\$29,318
<b>Sub-total - Task 7</b>	<b>28</b>	<b>80</b>	<b>28</b>	<b>50</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>226</b>	<b>\$0</b>	<b>\$50,272</b>	<b>\$2,644</b>	<b>\$550</b>	<b>\$53,466</b>
<b>Task 8 - Design Services (EN17110.01)</b>																		
8.1: Verify Existing Conditions			4	4	4								12		\$2,332	\$140	\$100	\$2,572
8.2: Environmental Documentation Coordination		8		4	4								16		\$3,428	\$187	\$50	\$3,665
8.4: Bid Package																		\$0
8.4.2: Draft Drawings and Technical Specifications	8	40	60		120							24	252		\$47,720	\$2,948	\$200	\$50,868
8.4.3: Draft Front End Specs (Standard IEUA Bid Form)	4	32	32		8							4	80		\$18,196	\$936	\$50	\$19,182
8.4.4: Final Bid Package	4	24	40		64							12	144		\$27,804	\$1,685	\$200	\$29,689
8.5: Bid Support Period		8	10		10	2	10						40		\$7,430	\$468	\$100	\$7,998
8.6: Engineering Services During Const.																		
8.6.1: Construction Meetings		16											16		\$4,032	\$187	\$150	\$4,369
8.6.2: Submittal Review		32	48		80								160		\$31,824	\$1,872	\$50	\$33,746
8.6.3: Respond to RFIs/RFCs		16	24		40								80		\$15,912	\$936	\$50	\$16,898
8.6.4: Change Order Technical Support		2	4		10								16		\$3,014	\$187	\$50	\$3,251
8.6.5: Prepare Document Clarifications		2	5		5	2	6						20		\$3,497	\$234	\$50	\$3,781
8.6.6: Record Drawings			4		36								40		\$6,644	\$468	\$50	\$7,162
<b>Sub-total - Task 8</b>	<b>16</b>	<b>180</b>	<b>231</b>	<b>8</b>	<b>381</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>876</b>	<b>\$0</b>	<b>\$171,833</b>	<b>\$10,249</b>	<b>\$1,100</b>	<b>\$183,182</b>
<b>Task 9 - Construction Management &amp; Inspection (EN17110.01)</b>																		
9.0.1: Pre-Construction Meeting								8	8				16		\$2,440		\$50	\$2,490
9.0.2: Conduct Bi- Weekly Meetings								96	10				106		\$16,810		\$50	\$16,860
9.0.3: Material Testing													60	\$7,150	\$0		\$50	\$7,200
9.0.4: General Inspection									620				620		\$89,900		\$2,900	\$92,800
9.0.5: Electrical Inspection											180		180		\$26,100		\$1,100	\$27,200
9.0.6: Schedule Review								48		40			88		\$14,680		\$50	\$14,730
9.0.7: Review Progress Payment								48					48		\$7,680		\$50	\$7,730
9.0.8: Document Management (RFIs, Submittals, COs)								110					110		\$17,600		\$50	\$17,650
9.0.9: Change Order Review								80					80		\$12,800		\$50	\$12,850
9.1: Post Construction Assistance								60	40				100		\$15,400		\$50	\$15,450
9.2: Training								20					20		\$3,200		\$50	\$3,250
<b>Sub-total - Task 9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>470</b>	<b>678</b>	<b>40</b>	<b>180</b>	<b>0</b>	<b>1428</b>	<b>\$7,150</b>	<b>\$206,610</b>	<b>\$0</b>	<b>\$4,450</b>	<b>\$218,210</b>
<b>Total EN17110.01</b>	<b>44</b>	<b>260</b>	<b>259</b>	<b>58</b>	<b>409</b>	<b>4</b>	<b>16</b>	<b>470</b>	<b>678</b>	<b>52</b>	<b>180</b>	<b>40</b>	<b>2,530</b>	<b>\$7,150</b>	<b>\$428,715</b>	<b>\$12,893</b>	<b>\$6,100</b>	<b>\$454,858</b>



**ACTION  
ITEM**

**2C**

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**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

**Committee:** Engineering, Operations & Water Resources Committee

11/08/17

Finance & Administration

11/08/17

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

**Subject:** Chino Basin Water Bank Planning Authority: Joint Powers Authority Agreement

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**Executive Summary:**

The Chino Basin Water Bank's (CBWB) primary objective is to coordinate the development of groundwater storage within the Chino Basin. In August 2016, IEUA entered a cost-sharing letter agreement between IEUA, the Cucamonga Valley Water District, the City of Ontario, and Monte Vista Water District (Parties) to fund the initial steps in the formation of the CBWB. Since then, the CBWB parties have been working together to develop a Planning Authority Joint Powers Authority (JPA), to engage in planning activities for potential coordinated storage and recovery programs within the Basin for local, regional and statewide benefits.

The intent of the JPA is to encourage the participation of Basin Stakeholders in the CBWB formed under this Agreement. Additional Parties may be added through amendments to the Agreement. The concept is for the CBWB to apply with the Chino Basin Watermaster for the right to create a comprehensive storage and recovery program under existing basin rules and with a dedicated quantity of basin storage. CBWB Parties would benefit directly through increased groundwater supplies, and the Chino Basin would generally experience improved groundwater levels and water quality.

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**Staff's Recommendation:**

1. Approve the Chino Basin Water Bank Planning Authority Joint Powers Authority Agreement; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

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

*Account/Project Name:*

N/A

*Fiscal Impact (explain if not budgeted):*

N/A

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**Prior Board Action:**

On June 21, 2017, the Board of Directors approved a task order to master services contract for consulting services related to the Chino Basin Water Bank Program to and amended the cost sharing letter agreement with the Chino Basin Water Bank parties.

On August 17, 2016, the Board of Directors received and filed an informational item related to the CBWB cost sharing agreement.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The agreement is consistent with the Agency's Business Goal of increasing Water Reliability by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies

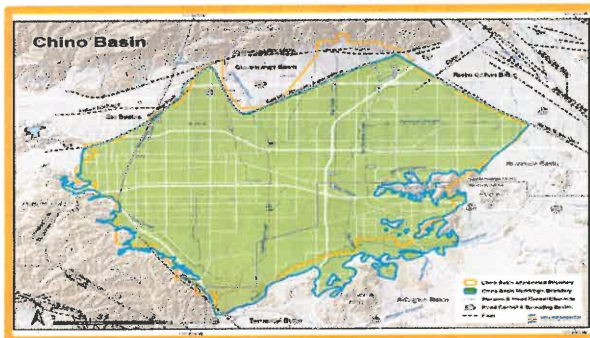
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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Chino Basin Water Bank Planning Authority Joint Powers Authority Agreement

# Chino Basin Water Bank Planning Authority: Joint Powers Authority Agreement



# Chino Basin Water Bank (CBWB)

- Coordinated storage and recovery program within the Chino Basin
- Work within the Chino Basin Watermaster rules and regulations
- Obtain dedicated storage within the Basin
- CBWB storage would be available to outside parties at a “rate”
- Benefits:
  - increased groundwater supplies
  - improved groundwater levels
  - water quality

# Chino Basin Water Bank

- Four party cost sharing agreement (August 2016)
  - IEUA, Monte Vista Water District, Cucamonga Valley Water District, Ontario
  - Water bank structure evaluation
  - Development of a Joint Powers Agreement (In Process)
  - Water banking program management (ongoing)
  - Economic benefits study (to be completed)
- CBWB Parties developed the Planning Authority Joint Powers Agreement
  - Establishes the Planning Authority
  - Provide local, regional and statewide benefits
    - Within the Santa Ana River watershed via new project and/or SARCCUP
    - All of Southern California via MWD or SBVMWD
    - N. California via recently submitted Proposition 1 grant application



# Joint Exercise of Powers Agreement

- Engage in planning activities to evaluate potential implementation
- The Planning Authority will be governed by Board of Directors
- Each CBWB Party shall designate a Director to serve on the Board
- Amending the JPA (include adding a Party) requires:
  - Approval from the legislative bodies of the Planning Authority
- All other actions require majority (3) votes
  
- Schedule of CBWB Parties for JPA adoption: Nov – Dec 2017

# Recommendation

- Approve the Chino Basin Water Bank Planning Authority Joint Powers Agreement; and
- Authorize the General Manager to execute the Agreement, subject to non-substantive changes

The Chino Basin Water Bank Planning Authority JPA is consistent with **Agency's Business Goal of increasing Water Reliability** by supporting the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

**JOINT EXERCISE OF POWERS AGREEMENT  
CREATING AN AGENCY TO BE KNOWN AS  
THE CHINO BASIN WATER BANK PLANNING AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this \_\_\_ day of 2017, for reference purposes only, and is entered into by and between the undersigned parties. The undersigned parties may be referred to herein individually as "Party" or collectively as "Parties."

CUCAMONGA VALLEY WATER DISTRICT, a public agency formed under the County Water District Law set forth in Water Code Section 30000 et seq.;

MONTE VISTA WATER DISTRICT, a public agency formed under the County Water District Law set forth in Water Code Section 30000 et seq.;

CITY OF ONTARIO, by and through the Ontario Municipal Utilities Company, a California municipal corporation; and

INLAND EMPIRE UTILITIES AGENCY, a public agency formed under the Municipal Water District Law set forth in Water Code Section 71000 et seq.

**RECITALS**

WHEREAS, the Parties seek to form an entity that brings together the region's supplemental water provider, major parties to the Chino Groundwater Basin ("Basin") adjudication, and the owner-operators of the region's groundwater recharge, surface water treatment, and groundwater production facilities to engage in planning activities for potential coordinated storage and recovery programs within the Basin for local, regional and statewide benefits. Subsequent implementation of any coordinated storage and recovery programs which result from the planning activities under this Agreement shall be the subject of a new joint exercise of powers agreement, or an amendment(s) to this Agreement; and

WHEREAS, it is the intent of the Parties to align this joint powers authority with the longstanding vision of Basin parties guided, but not limited by, the Chino Basin Optimum Basin Management Plan ("OBMP"), Court-approved management agreements ("CAMA") and associated contracts and agreements; and

WHEREAS, pursuant to Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code, each Party is authorized to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies and other powers applicable to joint powers authorities by law; and

WHEREAS, it is hereby acknowledged and agreed that some or all of the Parties have entered into, or may enter into, from time to time, agreements or other arrangements with other entities ("Partners") whereby the Party and its Partners will coordinate for the funding, acquisition, disposition, use and other activities involving water rights and water supplies that are the subject of this Agreement. Parties and their Partners may be deemed to be "Operational

Units.” It is further acknowledged and agreed that the joint powers authority formed under this Agreement shall not be a party to, nor have any rights or obligations in connection with, any agreements or arrangements between a Party and its Partners; and

WHEREAS, it is hereby acknowledged and agreed that the intent of this Agreement is to encourage the participation of Basin stakeholders in the joint powers authority formed under this Agreement through agreements between Partners in the Operational Units and/or adding said Partners as additional Parties to this Agreement and the Authority. Therefore, the Parties hereby acknowledge and agree that the addition of Parties is to be encouraged and to be accepted and approved by the legislative bodies of each existing Party from time to time, if at all feasible, under the provisions of this Agreement; and

WHEREAS, as of the date of this Agreement, the Parties have entered into, or may enter into, agreements and arrangements with the following Partners. A Party’s Partners may change from time to time in a Party’s discretion and without the need for any approval by the joint powers authority formed under this Agreement.

#### EASTERN OPERATIONAL UNIT OF THE CHINO GROUNDWATER BASIN

Potential Partners with Cucamonga Valley Water District and/or other stakeholders in the Basin who may become Partners and Parties:

- Fontana Water Company, an investor owned utility
- Jurupa Community Services District, a public agency
- West Valley Water District, a public agency
- Western Municipal Water District, a public agency

#### WESTERN OPERATIONAL UNIT OF THE CHINO GROUNDWATER BASIN

Potential Partners with Monte Vista Water District, City of Ontario, and/or other stakeholders in the Basin who may become Partners and Parties:

- City of Chino, a California municipal corporation
- City of Chino Hills, a California municipal corporation
- City of Upland, a California municipal corporation
- City of Pomona, a California municipal corporation
- Three Valleys Municipal Water District, a public agency
- Water Facilities Authority (“WFA”), a joint powers authority

WHEREAS, the Parties desire to enter into this Agreement in order to provide for the following benefits:

Local/Regional Benefits: Water quality, financial, regional economic growth and water supply reliability; and

External Benefits: Improved reliability and reduced long term costs; and

Environmental Benefits: Opportunities for the State to store water to support Bay Delta fisheries.

WHEREAS, the Parties desire to engage in planning activities and to otherwise perform due diligence review to determine the ability for non-local parties/entities to store water on top of water currently stored in the Basin and to provide benefits to all parties involved; and

WHEREAS, the Parties are each empowered by law with powers including, but not limited to, the following:

To furnish sufficient water for any present or future beneficial use and sell water in connection with the provision of water service; and

To store water, conserve water for future use, and appropriate, acquire and conserve water and water rights; and

To operate water rights, works, property, rights and privileges to convey, supply, store or make use of water.

WHEREAS, the Parties have previously entered into a Cost Sharing Letter Agreement, dated July 27, 2016, and amended subsequently on June 20, 2017, which provides for each of the Parties to share one fourth of the total cost per Party for development of a joint powers agreement and a water bank feasibility review. Pursuant to the Cost Sharing Letter Agreement, each Party has contributed and/or committed to, payment of \$150,000; and

WHEREAS, it is the intent and desire of the Parties to establish a public entity, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.
2. **Term.** The term of this Agreement shall commence as of the date the Parties have fully executed this Agreement and continue until terminated pursuant to the terms of this Agreement.
3. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

“Act” shall mean the Joint Exercise of Powers Act of the State of California, commencing with California Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

“Agreement” shall mean this Joint Exercise of Powers Agreement by and between the Parties, as supplemented, amended and/or restated from time to time.

“Authority” shall mean the Chino Basin Water Bank Planning Authority, a joint powers authority created by this Agreement in accordance with the Act.

“Basin” shall mean the Chino Groundwater Basin.

“Board” or “Board of Directors” means the governing body of the Authority as established by this Agreement.

“Fiscal Year” means July 1 of one year through June 30 of the following year.

“OBMP/CAMA” means the Chino Basin Judgment, the Optimum Basin Management Plan, and associated Court-approved management agreements.

#### 4. Creation and Powers of Authority.

4.1 Purpose of Authority. This Agreement is made pursuant to the Act as it relates to the joint exercise of powers common to the Parties.

(a) The purposes of this Agreement are to engage in planning activities and to otherwise perform due diligence review to determine the feasibility, financial viability, benefits, and challenges (collectively referred to as “Planning Activities”) for the potential implementation of the following projects. Subsequent implementation of any of the following projects which may result from Planning Activities shall be the subject of a new joint exercise of powers agreement, or amendment(s) to this Agreement.

(i) Design, store and use of supplemental water transfers/exchanges, into the Basin.

(ii) Lease storage space, through third party investment, to fund Basin improvements.

(iii) Buy and hold water for future water use and sale including, but not limited to, contracting with third parties, such as, for example and not by way of limitation, the Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District and the Municipal Water District of Orange County. Such contracting would be for the purpose of obtaining additional supplemental potable, nonpotable and recycled water supplies for Basin use and for delivery to contracting third parties.

(iv) Water banking inside and outside of the Basin including, but not limited to: making deposits and withdrawals of water on behalf of Parties and third parties, lending water to Parties and third parties, and assisting Parties and third parties in accessing available water supplies.

(v) Support existing Basin management and storage programs including, but not limited to, the 2003 Metropolitan Water District Chino Basin Dry Year Yield Program, “Maximum Benefit” Basin water quality objectives, and desalter programs in the Chino Groundwater Basin.

(vi) Support future potential Basin management, supplemental water supply and third party storage programs.



(b) Such purposes shall be accomplished, and said common powers exercised, in the manner set forth in this Agreement. The Parties each possess the powers necessary or convenient for the accomplishment of such purposes.

4.2 Authorization to Create. This Agreement is authorized by, and entered into pursuant to, the Act and other applicable laws of the State of California.

4.3 Creation of Authority. There is hereby created, pursuant to the Act, a public entity to be known as the “Chino Basin Water Bank Planning Authority” (“Authority”).

4.4 Parties. Any Party of the Authority must be a public agency as defined in Government Code Section 6500, a mutual water company as defined in Public Utilities Code Section 2725, and any other type of entity permitted under the Act, each having powers common to all other Parties. Additional Parties may join in this Agreement and become additional Parties of the Authority only if accepted and approved by the legislative bodies of each Party. The terms and conditions of such joinder must be set forth in an amendment to this Agreement, signed by all of the then-existing and the joining Parties.

4.5 Separate Entity. The Authority shall be a public entity separate from the Parties. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as otherwise provided in this Agreement or the agreement by which such property or other asset is contributed or conveyed to the Authority. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of one or more of the Parties.

4.6 Authority Area. The geographic boundaries of the Authority shall be coextensive with those of the Parties, as currently existing and as may be expanded by the addition of new parties, annexation, or otherwise lawfully changed from time to time.

4.7 Powers and Responsibilities of Authority. The Authority shall possess, in addition to the powers common to the Parties, all the powers authorized pursuant to the Act consistent with the terms of this Agreement and as authorized by the Parties. The Authority may exercise such powers in accordance with the provisions of this Agreement and the Act and shall include, but not be limited to, the power of the Authority in its own name to do any of the following Planning Activities in connection with the following:

(a) Working with its Parties to maximize the full benefits of the Parties’ existing production and storage rights and assets (aquifer and facilities) in the Basin.

(b) Authorizing and otherwise providing for Parties to move water in and out of a potential water bank.

(c) Employing professional staff, personnel and all other employees who may be necessary or appropriate to the full exercise of the Authority’s powers.

(d) Making and entering into such contracts as the Authority deems necessary or appropriate, including, but not limited to, contracts or agreements with federal, state or local government agencies, and contracts or agreements with any private business or non-profit entity.

(e) Contracting for the services of contractors, engineers, attorneys and other consultants, advisors and agents as the Authority deems necessary or appropriate for performance of Planning Activities.

(f) Planning Activities toward the potential acquisition by purchase, trade, contract, eminent domain or otherwise, and the potential holding and disposing of real and personal property, as the Authority deems necessary or appropriate.

(g) Adopting and enforcing water bank rules and regulations in order to further the goals of the Authority including, but not limited to, policies which will allow for Parties to move water in and out of the proposed water bank independently (for Party-specific funded projects) or in cooperation with other Parties.

(h) Planning Activities toward the potential incurring of debts, liabilities or obligations, issuing bonds, certificates of participation, or other evidence of indebtedness, and borrowing from any source including, without limitation, local governments, the State of California and the federal government.

(i) Planning Activities toward potential leases, installment sale contracts and installment purchase contracts.

(j) To sue and be sued.

(k) Applying for, accepting, and receiving state, federal or local licenses, permits, grants, loans or other aid from any federal, state or local government agency, non-profit or private entity as the Authority deems necessary or appropriate.

(l) Planning Activities toward the potential purchase, maintenance, and disposal of any bonds, insurance, self-insurance and/or insurance pooling as the Authority deems necessary or appropriate.

(m) To exercise any other powers common to all Parties, including, but not limited to, common powers of certain Parties set forth in the County Water District Law set forth in Water Code Section 30000 et seq., as amended from time to time.

(n) Planning Activities toward potential collection of revenue and funding through the assignment or transfer of tax or assessment revenue by the Parties, or collection of revenue and funding by any other means as permitted by law and as determined appropriate by the Authority and the Parties pursuant to this Agreement, and to adopt a budget.

(o) To establish a treasury for the deposit and disbursement of revenue and funding, according to the policies and procedures set forth in this Agreement and as provided by law.

(p) To invest any money held in the treasury that is not required for immediate necessities of the Authority, as the Authority determines is advisable and as is permitted by law.

(q) To perform all acts necessary or convenient to carry out fully the purposes of this Agreement.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized by law or otherwise. One or several acts may take place concurrently or in sequence.

4.8 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. To the extent not specifically provided for in this Agreement or the Act, the Authority shall exercise its powers in the manner and according to methods provided under the County Water District Law set forth in Water Code Section 30000 et seq., as amended from time to time.

## 5. Governing Body and Officers.

### 5.1 Governing Body.

(a) The Authority shall be governed by a governing body known as the "Board of Directors" or "Board". Within thirty (30) days after execution of this Agreement, each Party shall designate one (1) director to serve on the Board and one (1) alternate director. Each Party shall determine, in its sole discretion, the composition of its directors as individuals, private or public entities and firms, and the process for making such designations. Upon selection of directors and alternates, each Party shall provide a written statement as to the names and titles of their directors and shall provide an updated document upon any change in directors from time to time. It is the intent of this Agreement to perform Planning Activities toward potential long term transactions for water resources. As a result, each Party is encouraged to designate directors with expertise in the areas addressed in this Agreement and that said directors have the opportunity to serve on the Board for more than a sporadic or rotational period. Each director shall hold office immediately upon being designated/appointed by the Party he or she represents, and shall serve until they are replaced by the Party they represent.

(b) The Authority shall not be responsible for any payment to a director for services including, but not limited to, any stipend or per diem. The Authority shall not be responsible for any payment to a director for reimbursement of any costs or expenses. Any and all such payments and/or reimbursements shall be within the sole discretion of the respective Party and shall be at the sole cost and expense of the respective Party.

(c) All the power and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Parties as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to a General Manager or other employee of the Authority as the Board deems appropriate.

(d) The Board may act only by ordinance, resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

(g) The Board may establish committees or subcommittees. Such committees may include, but are not limited to, a technical advisory committee or some other committee comprised of Party general managers or their designees.

## 5.2 Officers.

(a) Chair and Vice Chair. The Board shall appoint a Chair and a Vice Chair from among its directors at the first meeting of the Board and thereafter annually. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one year (during dates determined by the Board) or until a successor is appointed and assumes the office.

(i) The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) Secretary. The Board may select, appoint or employ a Secretary, but the Secretary is not required to be a director. The Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) Treasurer. The Board shall select, employ or appoint a Treasurer who shall be: (1) the Treasurer of one of the Parties; (2) a certified public accountant; (3) an independent contractor/consultant; or (4) such other officer or employee of one of the Parties as the Board shall deem qualified to act as Treasurer of the Authority. The Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act, and shall perform the duties specified in Government Code section 6505.5, as amended from time to time. The Treasurer of the Authority shall be the depository of funds and shall have custody of all money of the Authority, from whatever source.

(d) Auditor/Controller. The Board shall select, employ or appoint an Auditor or Controller who shall be: (1) the auditor or controller of one of the Parties; (2) an independent contractor/consultant; or (3) such other officer or employee of one of the Parties as the Authority shall deem qualified to act as Auditor or Controller of the Authority. The Auditor or Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act.

(e) General Manager. The General Manager shall be the chief administrative officer of the Authority, and shall be responsible to the Board for the proper and efficient administration of the Authority as it may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board.

(f) Other Officers and Staff. The Board may select, appoint or employ any other officers, staff or professional and expert services as may be necessary or appropriate to

accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. Any staff or professional or expert services may be supplied by a Party to this Agreement as a contribution to the operations of the Authority.

(g) Duties. All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable law. The duties of the various officers and staff shall be established by Board action or by applicable law.

## 6. Organization and Procedures.

6.1 Principal Office. The initial principal office of the Authority shall be determined by the Board at its first meeting. The Board may change the principal office from time to time from one location to any other within the boundaries of the Authority. Any change shall be noted by the Secretary.

### 6.2 Meetings.

(a) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board for its regular, adjourned regular and special meetings; provided, however, that at least one regular meeting shall be held in each year.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each member of the Board and to the Parties. Notwithstanding the foregoing, any Party, by a majority vote of its governing body, may call a meeting of the Board so long as reasonable notice is provided to the Authority and the other Parties or as required by law.

(c) Regular, adjourned and special meetings shall be called and held in the manner as provided in the Brown Act (California Government Code title 5, division 2, chapter 9, commencing at section 54950).

(d) The following policy is hereby adopted in accordance with Government Code Section 54956.96:

(1) All information received by the legislative body of a Party in a closed session related to the information presented to the Board in closed session shall be confidential. However, a member of the legislative body of a Party may disclose information obtained in a closed session that has direct financial or liability implications for that Party to the following individuals:

(A) Legal counsel of that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(B) Other members of the legislative body of the Party present in a

closed session of that Party.

(2) Any designated alternate member of the Board who is also a member of the legislative body of a Party and who is attending a properly noticed meeting of the Board in lieu of a Party's regularly appointed member shall be allowed to attend closed sessions of the Board.

### 6.3 Quorum and Votes.

(a) Three (3) directors of the Board shall constitute a quorum for the purpose of transacting business. In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted. If the number of Board members expands through amendment of this Agreement, a new quorum shall be established by said amendment.

(b) All of the powers and authority of the Authority shall be exercised by the Board, subject, however, to the reserved right of the Parties as herein set forth. Unless otherwise provided herein, each director shall be entitled to one vote, and a vote of three (3) directors of the Board qualified to vote may adopt any motion, resolution or order and take any other action which they deem appropriate to carry forward the objectives of the Authority. If the number of Board members expands through amendment of this Agreement, a new voting threshold shall be established by said amendment.

(c) As mentioned in the Recitals, the intent of this Agreement is to encourage the participation of Basin stakeholders in the Authority through agreements between Partners in the Operational Units and/or adding said Partners as additional Parties to this Agreement and the Authority. It is hereby acknowledged and agreed that the addition of Parties as contemplated in the Recitals may include the addition of an Operating Unit in place of, or in addition to, other Parties. For example, and not by way of limitation, the future membership of the Authority and the composition of the Board and voting rights may be along the following lines:

INLAND EMPIRE UTILITIES AGENCY – 1 director on the Board;

EASTERN OPERATIONAL UNIT – 2 directors on the Board elected among Partners within said Unit. The Unit would potentially take the place of the Cucamonga Valley Water District as a Party;

WESTERN OPERATIONAL UNIT – 2 directors on the Board elected among Partners within said Unit. The Unit would potentially take the place of the Monte Vista Water District and/or the City of Ontario as Parties.

6.4 Authority to Expend Revenues. The Board shall authorize the expenditure of any and all funds of the Authority. Authorized expenditures shall include, but not be limited to, payments toward Planning Activities and any other obligations authorized by the Board pursuant to the purposes of this Agreement and the powers of the Board.

6.5 Minutes. The Secretary of the Board shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Secretary shall cause a copy of the minutes to be forwarded to each director of the Board and to the Parties.

7. Financial Provisions.

7.1 Funding. For subsequent years, each Party shall make a contribution to the Authority to pay that Party's proportionate share of expenses under the annual budget, approved by the Board, and any other expenses of the Authority based on the percentages in the table set forth below.

CUCAMONGA VALLEY WATER DISTRICT	25%
MONTE VISTA WATER DISTRICT	25%
CITY OF ONTARIO	25%
INLAND EMPIRE UTILITIES AGENCY	25%

Any Party may contribute staff or personnel time to the Authority when approved by the Authority and the Parties, and that Party shall receive credit towards any such annual contributions to the Authority based on the actual costs of the contributed staff or personnel time. If the number of Parties to this Agreement and the Authority expands through amendment of this Agreement, a new funding distribution shall be established by said amendment.

7.3 Capital Purchases. Notwithstanding Section 7.2 above, the Board and the Parties may agree to a different proportion of funding contributions required from the Parties for capital purchases when equity so requires. Any such capital purchases shall only be made, if at all, as part of any subsequent implementation of any of the projects which may result from Planning Activities and shall be the subject of a new joint exercise of powers agreement, or amendment(s) to this Agreement.

7.2 Budget. Within one year after the first meeting of the Board, and thereafter prior to the commencement of each successive Fiscal Year, the Board shall adopt an annual budget for expenditures and revenues of the Authority under this Agreement for the ensuing Fiscal Year. Each Party shall be provided with a copy of the proposed budget at least thirty (30) days before the Board's approval, and within this period shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

7.3 Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the Authority shall determine the amount of the budget expenses payable during the ensuing period pursuant to each Party's share of expenses required by this Agreement, and the budget approved by the Board. The Authority shall submit to each Party an invoice showing the Party's share for the applicable period together with a calculation of the Party's share. Each Party shall pay to the Authority the amount



invoiced within thirty (30) days after the date of the invoice. Any amount not paid within sixty (60) days of the date of an invoice shall be delinquent.

7.4 Payment of Prior Costs/Potential Reimbursement. The Board may agree to reimburse any Party for any costs related to this Agreement incurred prior to execution of this Agreement. In addition, the Board may consider reimbursing any of the costs set forth herein in the event any Party, or a Party that later joins the Authority, decides to withdraw or reduce its role in the Authority.

7.5 Default and Delinquency. Any Party which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Party shall pay to the Authority interest on the unpaid amount at the rate of ten percent (10%) per annum, or the maximum rate allowed by law if it is less than ten percent (10%) per annum, until the overdue invoice amount is paid in full. In the event of a default, the non-defaulting Party may immediately terminate this Agreement. If the Agreement is terminated pursuant to this section, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest.

7.6 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Party, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

7.7 Record of Contributions. The Authority shall maintain records of all facilities, equipment, and associated property and assets contributed by each Party and by the Authority, including any staff resources contributed to the Authority.

7.8 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Party pursuant to the requirements of law and the agreement of the Parties.

7.9 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

8.

9. Debts, Liabilities, Obligations.

9.1 Of Authority. Subject to all applicable laws, all debts, liabilities and obligations of the Authority shall be those of the Authority, and do not constitute debts, liabilities or obligations of any one or more of the Parties. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as provided in supplemental agreements or amendments as shall be executed by the Parties.

9.2 Prior to Execution. The debts, liabilities and obligations of each Party in existence or accrued as of the full execution of this Agreement shall remain the debts, liabilities and obligations of that Party and shall not be assumed by or transferred to the Authority. After the execution of this Agreement by both Parties, however, any debt, liability or obligation of the Authority must be expressly approved or accepted by the Authority.

10. Indemnity and Hold Harmless.

10.1 Indemnification. Each Party (“the Indemnifying Party”) shall defend, indemnify and hold harmless the Authority and the other Parties, and their respective elected officials, officers, employees, agents and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the negligent or wrongful acts, errors or omissions of the Indemnifying Party or its elected officials, officers, employees, agents or volunteers when acting outside of the scope of this Agreement.

10.2 Survival. These defense, indemnification and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Party from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

11. Termination, and Withdrawal.

11.1 Termination.

(a) If there are only two Parties to this Agreement, either Party may terminate the Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and the other Party by the terminating Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Party. Any terminating Party shall be obligated to pay that Party’s contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of termination.

(b) The Parties may all jointly agree by written consent to terminate the Agreement, as expressed by resolution of the governing boards of all Parties (passed by vote of the membership of the governing body of each Party). Such termination shall provide for adequate time to wind-up the affairs of the Authority and distribute any assets pursuant to this Agreement. The Parties shall be obligated to pay their contributions agreed upon in Section 7.2 of this Agreement until the effective date of termination.

(c) If there are three or more Parties to this Agreement, this Agreement shall terminate upon the effective date of withdrawal from this Agreement of a Party or Parties pursuant to Section 11.2, if such withdrawal would result in only one Party remaining as a party to the Agreement.

11.2 Withdrawal.

(a) If there are three or more Parties to this Agreement, a Party may withdraw from the Authority with an effective date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and all other Parties by the withdrawing Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the withdrawing Party.

(b) Any withdrawing Party shall be obligated to pay that Party's contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of withdrawal.

(c) Any withdrawing Party shall pay its proportional share of the debt of the Authority existing on the date of withdrawal, calculated based on the same proportions of contributions as agreed upon in Section 7.2 of this Agreement. Such payment may be a cash payment of the full amount or periodic payments as the debt becomes due and payable. Should the withdrawing Party choose to pay such amount as the debt becomes due and payable, such Party shall be responsible for all interest and finance costs due in addition to principal payments.

11.3 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as follows:

(a) First, if either Party is in default of its obligation to pay or advance any amounts due to Authority pursuant to this Agreement, then any funds or assets of the defaulting Party shall be applied to the Authority in satisfaction of any such delinquency.

(b) Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Authority.

(c) Third, any surplus funds on hand remaining after satisfaction of subsections (a) and (b) above shall then be returned to the Parties in proportion to their proportional financial contributions made to the Authority.

(d) Fourth, any remaining property and assets shall be divided and distributed amongst the Parties pursuant to separate agreement of the Parties entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Parties in proportion to their financial and equipment contributions made to the Authority during the operation of this Agreement and any ancillary agreements.

#### 11.4 Dispute Resolution

(a) If a Party to this Agreement believes that another Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement ("Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the Authority, setting forth the nature of the alleged Default.

(b) If the Authority deems the alleged Party to be in default, the Authority shall provide a Default Notice to the alleged Party, and the Party claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter.

## 12. General Provisions.

12.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

12.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

12.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Party, said consent and/or approval shall not be unreasonably withheld.

12.4 Construction and Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

12.5 Waiver. The waiver at any time by any Party of its rights with respect to a Default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent Default or matter.

12.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

12.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

12.8 Successors and Assigns. Except as otherwise provided by law or legally ordered by the San Bernardino County Local Agency Formation Commission as part of a local government organization or reorganization proceeding, the rights and duties of the Parties under this Agreement shall not be assigned or delegated without the prior written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement

shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Party approving the assignment or delegation.

12.9 No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

12.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Party and executed by both Parties pursuant to the terms and conditions of this Agreement.

12.11 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by and construed under the laws of the State of California. The County of San Bernardino shall be venue for any state court litigation and the Central District of California shall be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

12.12 Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

12.13 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class United States mail and addressed as follows:

CUCAMONGA VALLEY WATER DISTRICT

10440 Ashford Street  
Rancho Cucamonga, CA 91729-0638  
Attn: General Manager

MONTE VISTA WATER DISTRICT

10575 Central Avenue  
Montclair, CA 91763  
Attn: General Manager

CITY OF ONTARIO

c/o Ontario Municipal Utilities Company  
1425 S. Bon View Avenue  
Ontario, CA 91761  
Attn: Utilities General Manager

INLAND EMPIRE UTILITIES AGENCY  
6075 Kimball Avenue  
Chino, CA 91708  
Attn: General Manager

Any Party may change its address by notifying the other Party in writing of the change of address. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be received three days after deposit in United States mail, postage prepaid, return receipt requested.

12.14 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Joint Exercise of Powers Agreement as of the date set forth below.

**CUCAMONGA VALLEY WATER DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**MONTE VISTA WATER DISTRICT**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**CITY OF ONTARIO**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**INLAND EMPIRE UTILITIES AGENCY**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_



**INFORMATION  
ITEM**

**3A**

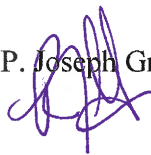
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**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

**Committee:** Finance & Administration



11/08/17

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

**Subject:** Workers' Compensation Self-Insured Analysis 2017

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**Executive Summary:**

At the request of the Board, a comparison between "first dollar" and self-insured workers' compensation coverage was completed. Over the last four years, the Agency has spent an average of \$213,000 a year on workers' compensation related costs (including Self-Insurance Retention coverage of \$1,000,000); ranging between 0.5% - 0.9% of the Agency's annual payroll. To obtain an estimate on the cost of "first dollar" coverage, staff reached out to Alliant Insurance Services, the Agency's insurance provider. Alliant administers the California Sanitation Risk Management Authority (CSRMA) pool program that provides first dollar workers' compensation coverage to sanitation districts throughout the state. Based on the Agency's projected wages of \$27.6 million for FY 2017/18, the annual premium for "first dollar" coverage is estimated to be 2%, or \$550,000. CSRMA's workers' compensation program is usually a very competitive gauge against the commercial insurance market, and less expensive than State Fund insurance. To support the Agency's workers' compensation self-insurance program, reserves of 6% of annual payroll, approximately \$1.7 million are designated in the Administrative Services fund. As designated reserves, the Board has the discretion to reassign spending in the event of an emergency.

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**Staff's Recommendation:**

There is no recommendation as this is an information item at the request of the Board.

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

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

IEUA is committed to safeguarding the Agency's fiscal health to effectively support short and long term needs, while providing the best value for our customers.

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**Attachments:**

**INFORMATION  
ITEM**

**3B**

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**Date:** November 15, 2017

**To:** The Honorable Board of Directors

**From:** P. Joseph Grindstaff, General Manager

**Committee:** Finance & Administration

11/08/17

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

**Subject:** Treasurer's Report of Financial Affairs

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**Executive Summary:**

The Treasurer's Report of Financial Affairs for the month ended September 30, 2017, is submitted in a format consistent with the State requirement.

For the month of September 2017, total cash, investments, and restricted deposits of \$176,305,313 reflects a decrease of \$3,131,945 compared to the total of \$179,437,258 reported in August 2017. The decrease is mainly due to the payment to Chino Basin Desalter Authority (CDA) of \$2.5 million pass through grant received at the end of August. As a result, the average days of cash on hand for the month ended September 30, 2017 decreased from 282 days to 268 days. Not included in the days of cash on hand calculation are connection fees held by member agencies on behalf of the Agency. As of August 31, 2017, the member agency account balances were \$33.5 million.

The Agency's investment portfolio average rate in September 2017 was 1.183%, an increase of 0.059% compared to the August yield of 1.124% due to increase in the repurchase account yield from 0.56% in August to 0.70%.

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**Staff's Recommendation:**

The Treasurer's Financial Affairs Report for the month ended September 30, 2017 is an informational item for the Board of Director's review.

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

*Account/Project Name:*

*Fiscal Impact* (explain if not budgeted):

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

**Prior Board Action:**

On October 18, 2017, the Board of Directors approved the Treasurer's Financial Affairs Report for the month ended August 2017.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Financial Affairs report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

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**Attachments:**

- Attachment 1- Background
- Attachment 2 - Powerpoint
- Attachment 3 - September 2017 Financial Affairs Report

# Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs for the month ended September 30, 2017 is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2017-4-1) with one noted exception. As of September 30, 2017, the medium-term note portfolio was 10.7% which exceeds the 10% allowable threshold established under the Agency's Investment Policy

The medium-term notes portfolio exceeded the 10% threshold defined in the Investment Policy but below the 30% threshold established under the California Government Code (CGC). This exception was initially reported in May 2017 on the March Financial Affairs Report, a recommendation was made to approve the medium-term investments and to allow for those investments to be held until maturity.

**Table 1: Agency Portfolio**

Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of September 30, 2017 (\$ million)				Average Yield	Portfolio % (Unrestricted)
		Under 1 Year	1-3 Years	Over 3 Years	Total		
LAIF	\$65	\$37.2			\$37.2	1.11%	29.1%
CalTrust	n/a	\$15.2	\$6.0		\$21.2	1.29%	16.5%
CAMP	n/a	\$18.2			\$18.2	1.15%	14.3%
Citizens Business Bank-Sweep	40%	\$11.7			\$11.7	0.70%	9.2%
Brokered CD's	30%	\$1.7	\$0.5	\$0.2	\$2.4	1.50%	1.9%
Medium Term Notes	10%	\$5.5	\$8.1		\$13.6	1.32%	10.7%
Municipal Bonds	10%		\$1.0		\$1.0	1.75%	0.8%
US Treasury Notes	n/a		\$2.0		\$2.0	1.35%	1.6%
US Gov't Securities	n/a		\$20.2		\$20.2	1.33%	15.9%
<b>Total</b>		<b>\$89.5</b>	<b>\$37.8</b>	<b>\$0.2</b>	<b>\$127.5</b>	<b>1.28%</b>	<b>100%</b>

Agency Portfolio for \$127.5 million does not include the restricted accounts for \$48.8 million which totaled to \$176.3 million total cash, investment, and restricted deposit for the month of September 2017. This reflects a decrease of \$3,131,945 compared to the total of \$179,437,258 reported in August 2017, as reported in Figure 1. The decrease in total cash, investment, and restricted deposits resulted in a drop in the Days Cash on Hand from 282 to 268 as shown in Figure 2.



Figure 1: Cash, Investment and Restricted Deposits

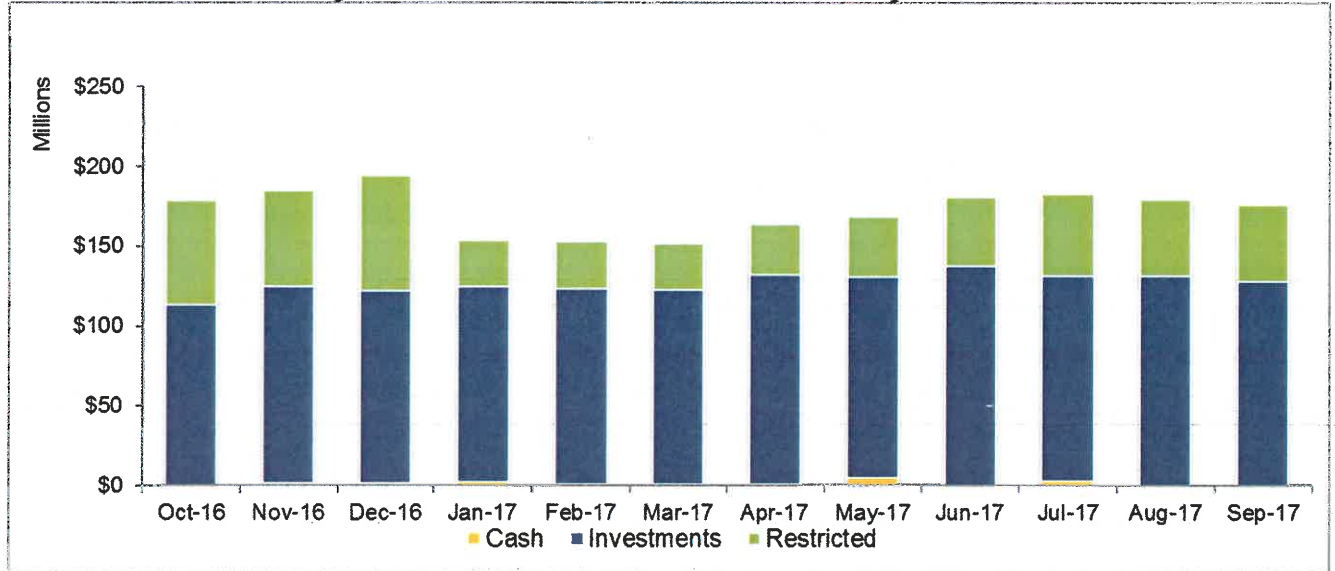
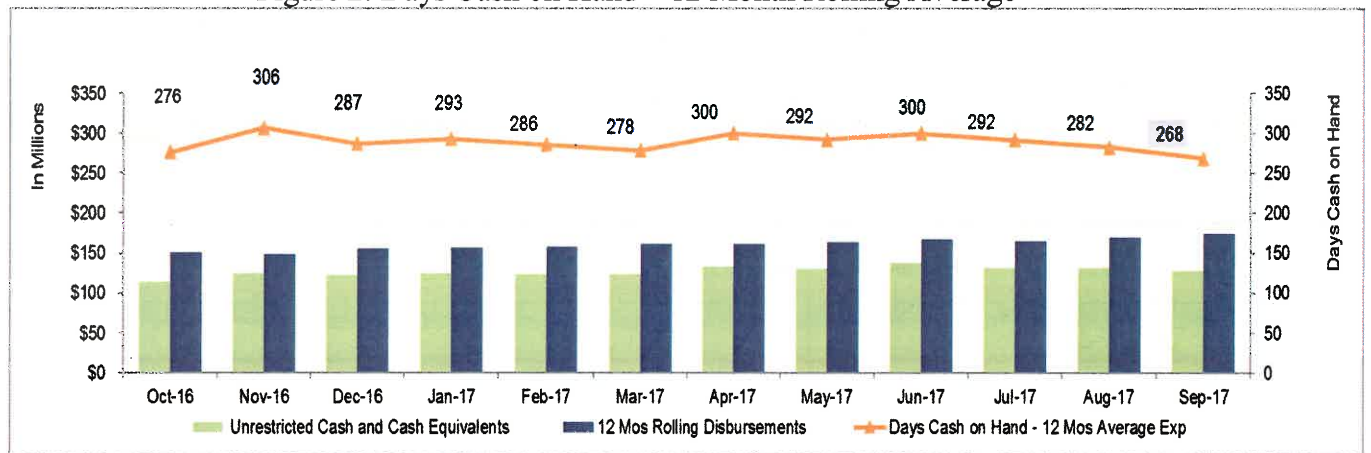


Figure 2: Days Cash on Hand – 12 Month Rolling Average



# Treasurer's Report of Financial Affairs for September 30, 2017

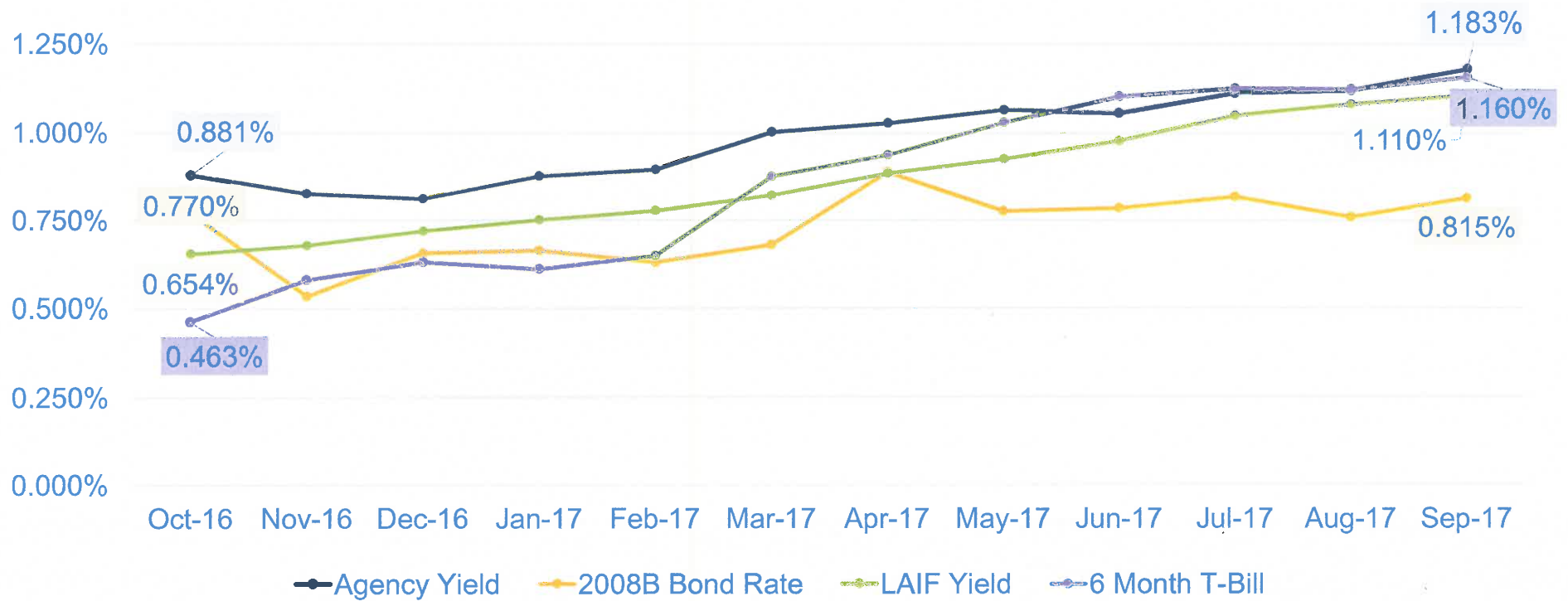


# Agency Liquidity

- Decrease in total portfolio mainly due to grant receipts pass through to Chino Basin Desalter Authority
- Decrease in average cash on hand is due to lower unrestricted cash available

Liquidity				
Description	September (\$ million)	August (\$ million)	Increase (Decrease) (\$ million)	
Total Cash, Investments, and Restricted Deposits	\$176.3	\$179.4	(\$3.1)	
Total Investment Portfolio	\$127.5	\$131.1	(\$3.6)	
Investment Portfolio Yield	1.183%	1.124%	0.059%	
Weighted Average Duration (years)	0.81	0.74	0.7	
Average Cash on Hand (days)	268	282	(14)	

# Month End Portfolio Yield Composition



# Questions



The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility



## TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended September 30, 2017



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2017-4-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 19, 2017.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

\* A Municipal Water District

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
September 30, 2017

	<b>September</b>	<b>August</b>
<b><u>Cash, Bank Deposits, and Bank Investment Accounts</u></b>	<u>\$300,724</u>	<u>\$207,276</u>
<b><u>Investments</u></b>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$11,713,869	\$15,179,020
Local Agency Investment Fund (LAIF)	37,176,305	33,141,232
CalTrust	21,210,264	16,202,322
California Asset Management Program (CAMP)	18,221,459	18,204,289
Certificates of Deposit	2,421,000	2,421,000
Municipal Bonds	997,596	997,496
Commercial Paper	0	1,999,647
Medium Term Notes	13,588,189	13,590,847
U.S. Treasury Notes	1,992,576	1,992,210
U.S. Government Sponsored Entities	20,234,313	27,429,101
<b>Total Investments</b>	<u>\$127,555,571</u>	<u>\$131,157,164</u>
 <b>Total Cash and Investments Available to the Agency</b>	 <u>\$127,856,295</u>	 <u>\$131,364,440</u>
 <b><u>Restricted Deposits</u></b>		
Debt Service Accounts	\$2,559,709	\$2,558,745
CCRA Deposits Held by Member Agencies	33,513,952	33,213,513
OPEB (CERBT) Account	11,962,541	11,940,649
Escrow Deposits	412,816	359,911
<b>Total Restricted Deposits</b>	<u>\$48,449,018</u>	<u>\$48,072,818</u>
 <b>Total Cash, Investments, and Restricted Deposits</b>	 <u><u>\$176,305,313</u></u>	 <u><u>\$179,437,258</u></u>



# INLAND EMPIRE UTILITIES AGENCY

## Cash and Investment Summary

Month Ended  
September 30, 2017

### Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Negative offset by CBB Sweep Balance)	\$136,902
CBB Workers' Compensation Account	27,813
Subtotal Demand Deposits	<u>\$164,715</u>

### **Other Cash and Bank Accounts**

Petty Cash	<u>\$2,250</u>
Subtotal Other Cash	\$2,250

US Bank Pre-Investment Money Market Account	\$133,759
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**Total Cash and Bank Accounts** \$300,724

### Investments

#### **CBB Repurchase (Sweep) Investments**

FHLMC	<u>\$11,713,869</u>
Subtotal CBB Repurchase (Sweep)	\$11,713,869

#### **Local Agency Investment Fund (LAIF)**

LAIF Fund	<u>\$37,176,305</u>
Subtotal Local Agency Investment Fund	\$37,176,305

#### **CalTrust**

Short Term	\$15,207,287
Medium Term - Restricted	<u>6,002,977</u>
Subtotal CalTrust	\$21,210,264

#### **California Asset Management Program (CAMP)**

Pool	<u>\$18,221,459</u>
Subtotal CAMP	\$18,221,459

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
September 30, 2017

**Investments Continued**

**Brokered Certificates of Deposit**

Brokered Certificates of Deposit	\$2,421,000
Subtotal Brokered Certificates of Deposit	<u>\$2,421,000</u>

**Municipal Bonds**

State and Local Municipal Bonds	\$997,596
Subtotal Municipal Bonds	<u>\$997,596</u>

**Medium Term Notes**

John Deere Capital Corp.	\$1,000,023
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,781
Johnson & Johnson	2,011,345
Microsoft	2,061,034
Exxon Mobil	2,508,538
Wells Fargo Bank N.A.	3,007,468
Subtotal Medium Term Notes	<u>\$13,588,189</u>

**U.S. Treasury Notes**

Treasury Note	\$1,992,576
Subtotal U.S. Treasury Notes	<u>\$1,992,576</u>

**U.S. Government Sponsored Entities**

Fannie Mae Bank	\$3,749,680
Freddie Mac Bank	5,487,044
Federal Farm Credit Bank	7,999,115
Federal Home Loan Bank	2,998,474
Subtotal U.S. Government Sponsored Entities	<u>\$20,234,313</u>

<b><i>Total Investments</i></b>	<u>\$127,555,571</u>
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**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
September 30, 2017

**Restricted Deposits**

**Debt Service**

08B Debt Service Accounts	\$2,548,491
10A Debt Service Accounts	155
17A Debt Service Accounts	11,063
Subtotal Debt Service	\$2,559,709

**CCRA Deposits Held by Member Agencies**

City of Chino	\$4,776,054
Cucamonga Valley Water District	3,393,495
City of Fontana	4,820,366
City of Montclair	928,670
City of Ontario	11,914,387
City of Chino Hills	6,300,130
City of Upland	1,380,850
Subtotal CCRA Deposits Held by Member Agencies	\$33,513,952

**CalPERS**

OPEB (CERBT) Account	\$11,962,541
Subtotal CalPERS Accounts	\$11,962,541

**Escrow Deposits**

Kemp Brothers Construction	\$412,816
Subtotal Escrow Deposits	\$412,816

***Total Restricted Deposits***

\$48,449,018

***Total Cash, Investments, and Restricted Deposits as of September 30, 2017***

\$176,305,313

Total Cash, Investments, and Restricted Deposits as of 09/30/17

\$176,305,313

Less: Total Cash, Investments, and Restricted Deposits as of 08/31/17

179,437,258

***Total Monthly Increase (Decrease)***

(\$3,131,945)

# INLAND EMPIRE UTILITIES AGENCY

## Cash and Investment Summary

Month Ended  
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
<b>Cash, Bank Deposits, and Bank Investment Accounts</b>													
<b>Citizens Business Bank (CBB)</b>													
Demand Account*					\$136,902	\$136,902	N/A	N/A	\$136,902		N/A	N/A	\$136,902
Payroll Checking					0	0	N/A	N/A	0		N/A	N/A	0
Workers' Compensation Account					27,813	27,813	N/A	N/A	27,813		N/A	N/A	27,813
Subtotal CBB Accounts					\$164,715	\$164,715			\$164,715				\$164,715
<b>Bank of America (BoFA)</b>													
Payroll Checking					\$0	\$0	N/A	N/A	\$0		N/A	N/A	\$0
Payroll Tax Checking					0	0	N/A	N/A	0		N/A	N/A	0
Subtotal B of A Accounts					\$0	\$0			\$0		N/A		\$0
<b>US Bank (USB)</b>													
Federated Automated MMA					\$133,759	\$133,759	N/A	N/A	\$133,759		0.61%	N/A	\$133,759
Subtotal USB Account					\$133,759	\$133,759			\$133,759		0.61%		\$133,759
<b>Petty Cash</b>													
					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
<b>Total Cash, Bank Deposits and Bank Investment Accounts</b>					<b>\$300,724</b>	<b>\$300,724</b>			<b>\$300,724</b>				<b>\$300,724</b>
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
<b>Investments</b>													
<b>CBB Daily Repurchase (Sweep) Accounts</b>													
FHLMC					\$11,713,869	\$11,713,869			\$11,713,869		0.70%		\$11,713,869
Subtotal CBB Repurchase Accounts					\$11,713,869	\$11,713,869			\$11,713,869		0.70%		\$11,713,869
<b>LAIF Accounts</b>													
Non-Restricted Funds					\$37,176,305	\$37,176,305	N/A	N/A	\$37,176,305		1.110%	N/A	\$37,176,305
Subtotal LAIF Accounts					\$37,176,305	\$37,176,305			\$37,176,305		1.110%		\$37,176,305
<b>CALTRUST Accounts</b>													
Short-Term					\$15,207,287	\$15,207,287	N/A	N/A	\$15,207,287		1.23%	N/A	\$15,207,287
Medium-Term (Self Insurance Reserves)					6,002,977	6,002,977	N/A	N/A	6,002,977		1.46%	N/A	6,002,977
Subtotal CalTrust Accounts					\$21,210,264	\$21,210,264			\$21,210,264		1.295%		\$21,210,264
<b>CAMP Accounts</b>													
Short-Term					\$18,221,459	\$18,221,459	N/A	N/A	\$18,221,459		1.15%	N/A	\$18,221,459
Subtotal CAMP Accounts					\$18,221,459	\$18,221,459			\$18,221,459		1.15%		\$18,221,459

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**  
Month Ended  
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value				
<b>Investments (continued)</b>													
<b>Brokered Certificates of Deposit (CDs)</b>													
Sallie Mae Bank	N/A				\$248,000	\$248,000	743		\$248,000	1.15%	1.15%	11/06/17	\$248,045
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,057
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,144
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,180
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,180
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,189
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,190
Ally Bank	N/A				243,000	243,000	722		243,000	1.45%	1.45%	03/11/19	242,497
Wells Fargo Bank	N/A				242,000	242,000	729		242,000	1.55%	1.55%	03/15/19	241,838
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	242,321
Subtotal Brokered CDs					\$2,421,000	\$2,421,000		\$0	\$2,421,000		1.50%		\$2,423,641
<b>US Treasury Note</b>													
US Treasury Note					\$2,000,000	\$1,990,000	808	366	\$1,992,576	1.125%	1.35%	05/31/19	\$1,989,840
Subtotal US Treasuries					\$2,000,000	\$1,990,000		\$366	\$1,992,576		1.35%		\$1,989,840
<b>U.S. Government Sponsored Entities</b>													
Federal Home Loan Bank	AA+	Aaa			1,000,000	1,000,380	713	(16)	1,000,250	1.25%	1.23%	01/18/19	997,200
Federal Farm Credit Bank	AA+	Aaa			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,977,380
Freddie Mac Bond	AA+	Aaa			1,000,000	1,003,132	1,023	(92)	1,001,626	1.25%	1.14%	03/15/19	995,560
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,411	720	25	1,499,554	1.40%	1.42%	03/27/19	1,496,055
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,400	720	24	1,499,561	1.40%	1.42%	03/27/19	1,496,055
Federal Home Loan Bank	AA+	Aaa			2,000,000	1,997,600	801	89	1,998,224	1.375%	1.43%	05/24/19	1,990,300
Federal Farm Credit Bank	AA+	Aaa			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	1,998,780
Freddie Mac Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.15%	1.15%	07/26/19	1,486,755
Fannie Mae Step Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.00%	1.33%	07/26/19	1,489,335
Fannie Mae Bond	AA+	Aaa			900,000	899,460	1,153	14	899,680	1.25%	1.27%	08/23/19	890,487
Fannie Mae Bond	AA+	Aaa			1,350,000	1,350,000	1,157		1,350,000	1.25%	1.25%	08/26/19	1,341,374
Freddie Mac Bond	AA+	Aaa			3,000,000	2,972,928	1,359	598	2,985,418	1.25%	1.50%	10/02/19	2,982,810
Subtotal U.S. Gov't Sponsored Entities					\$20,250,000	\$20,222,311		\$642	\$20,234,313		1.33%		\$20,142,091
(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)													

# INLAND EMPIRE UTILITIES AGENCY

## Cash and Investment Summary

Month Ended  
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
<b>Municipal Bonds</b>													
San Diego Redevelopment Agency	AA	N/R			\$1,000,000	\$996,800	934	\$103	\$997,596	1.625%	1.75%	09/01/19	\$991,580
Subtotal State and Local Municipal Bonds					\$1,000,000	\$996,800		\$103	\$997,596		1.75%		\$991,580
<b>Medium Term Notes</b>													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(68)	\$1,000,023	1.20%	1.11%	10/10/17	\$999,970
Wells Fargo Bank	AA-	Aa2			1,500,000	1,502,565	301	(251)	1,500,952	1.65%	1.44%	01/22/18	1,501,215
Toyota Motor Credit Corp	AA-	Aa3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,989,040
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	29	999,781	1.625%	1.66%	05/15/18	999,690
Johnson & Johnson	AAA	Aaa			2,000,000	2,027,480	1,044	(790)	2,011,345	1.65%	1.16%	12/05/18	2,003,520
Microsoft	AAA	Aaa			2,050,000	2,076,691	1,045	(766)	2,061,034	1.625%	1.16%	12/06/18	2,053,198
Exxon Mobil	AA+	Aaa			1,000,000	1,005,750	763	(226)	1,003,896	1.708%	1.43%	03/01/19	1,000,850
Exxon Mobil	AA+	Aaa			1,500,000	1,506,285	712	(262)	1,504,642	1.819%	1.59%	03/15/19	1,508,400
Wells Fargo Bank	AA-	Aa2			1,500,000	1,511,655	1,061	(325)	1,506,516	1.75%	1.48%	05/24/19	1,498,965
Subtotal Medium Term Notes					\$13,550,000	\$13,633,426		(2,659)	\$13,588,189		1.32%		\$13,554,848
<b>Total Investments</b>					<b>\$127,542,897</b>	<b>\$127,585,434</b>			<b>\$127,555,571</b>				<b>\$127,423,897</b>
<i>(Source of Investment Market Value: US Bank)</i>													
<b>Restricted Deposits</b>													
<b>Debt Service and Arbitrage Accounts</b>													
08B Debt Service Accounts					\$2,548,491	\$2,548,491	N/A	N/A	\$2,548,491		0.47%		\$2,548,491
10A Debt Service Accounts					155	155	N/A	N/A	155		0.20%		155
17A Debt Service Accounts					11,063	11,063	N/A	N/A	11,063		0.20%		11,063
<b>Total Debt Service Accounts</b>					<b>\$2,559,709</b>	<b>\$2,559,709</b>			<b>\$2,559,709</b>		<b>0.47%</b>		<b>\$2,559,709</b>

# INLAND EMPIRE UTILITIES AGENCY

## Cash and Investment Summary

Month Ended  
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
<b>CCRA Deposits Held by Member Agencies</b>													
City of Chino					\$4,776,054	\$4,776,054	N/A	N/A	\$4,776,054		N/A	N/A	\$4,776,054
City of Chino Hills					6,300,130	6,300,130	N/A	N/A	6,300,130		N/A	N/A	6,300,130
Cucamonga Valley Water District					3,393,495	3,393,495	N/A	N/A	3,393,495		N/A	N/A	3,393,495
City of Fontana					4,820,366	4,820,366	N/A	N/A	4,820,366		N/A	N/A	4,820,366
City of Montclair					928,670	928,670	N/A	N/A	928,670		N/A	N/A	928,670
City of Ontario					11,914,387	11,914,387	N/A	N/A	11,914,387		N/A	N/A	11,914,387
City of Upland					1,380,850	1,380,850	N/A	N/A	1,380,850		N/A	N/A	1,380,850
<i>Subtotal CCRA Deposits Held by Member Agencies</i>					<u>\$33,513,952</u>	<u>\$33,513,952</u>			<u>\$33,513,952</u>				<u>\$33,513,952</u>
<i>Reported total as of August 2017</i>													
<b>CalPERS Deposits</b>													
OPEB (CERBT) Account					\$11,000,000	\$11,000,000	N/A	N/A	\$11,962,541		N/A	N/A	\$11,962,541
Subtotal CalPERS Deposits					<u>\$11,000,000</u>	<u>\$11,000,000</u>			<u>\$11,962,541</u>				<u>\$11,962,541</u>
<i>As of August 31st, the 1 year net return is 4.41%</i>													
<b>Escrow Deposits</b>													
Kemp Brothers Construction Escrow					\$412,816	\$412,816	N/A	N/A	\$412,816		N/A	N/A	\$412,816
Subtotal Escrow Deposits					<u>\$412,816</u>	<u>\$412,816</u>			<u>\$412,816</u>				<u>\$412,816</u>
<b>Total Restricted Deposits</b>					<u>\$47,475,414</u>	<u>\$47,475,414</u>			<u>\$48,449,018</u>				<u>\$48,437,955</u>
<b>Total Cash, Investments, and Restricted Deposits as of September 30, 2017</b>					<u>\$175,319,035</u>	<u>\$175,361,572</u>			<u>\$176,305,313</u>				<u>\$176,162,576</u>



# INLAND EMPIRE UTILITIES AGENCY

## Cash and Investment Summary

Month Ended  
September 30, 2017

### September Purchases

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield
<i>None</i>						
<b>Total Purchases</b>					<u><u>\$ -</u></u>	

### September Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security		Par Amount Matured/Sold	Investment Yield to Maturity
1	09/05/17	Matured	Natixis NY CP	Commercial Paper	\$ 2,000,000	1.307%
2	09/06/17	Full Call	FHLMC	GSE	\$ 2,000,000	1.550%
3	09/13/17	Matured	FFCB	GSE	\$ 5,195,000	0.750%
<b>Total Maturities, Calls &amp; Sales</b>					<u><u>\$ 9,195,000</u></u>	

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
September 30, 2017

**Directed Investment Category**

CBB Repurchase (Sweep)  
LAIF  
CalTrust  
CAMP  
Brokered Certificates of Deposit  
Medium Term Notes  
Municipal Bonds  
US Treasury Notes  
U.S. Government Sponsored Entities

***Total Investment Portfolio***

***Investment Portfolio Rate of Return***

<u>Amount Invested</u>	<u>Yield</u>
\$11,713,869	0.700%
37,176,305	1.110%
21,210,264	1.295%
18,221,459	1.150%
2,421,000	1.502%
13,588,189	1.319%
997,596	1.753%
1,992,576	1.352%
20,234,313	1.335%
<b>\$127,555,571</b>	

**1.183%**

**Restricted/Transitory/Other Accounts**

CCRA Deposits Held by Member Agencies  
CalPERS OPEB (CERBT) Account  
US Bank - 2008B Debt Service Accounts  
US Bank - 2010A Debt Service Accounts  
US Bank - 2017A Debt Service Accounts  
US Bank - Pre-Investment Money Market Account  
Citizens Business Bank - Demand Account  
Citizens Business Bank - Workers' Compensation Account  
Other Accounts\*  
Escrow Account

***Total Restricted/Transitory/Other Accounts***

***Average Yield of Other Accounts***

<u>Amount Invested</u>	<u>Yield</u>
\$33,513,952	N/A
11,962,541	N/A
2,548,491	0.470%
155	0.200%
11,063	0.200%
133,759	0.610%
136,902	N/A
27,813	N/A
2,250	N/A
412,816	N/A
<b>\$48,749,742</b>	

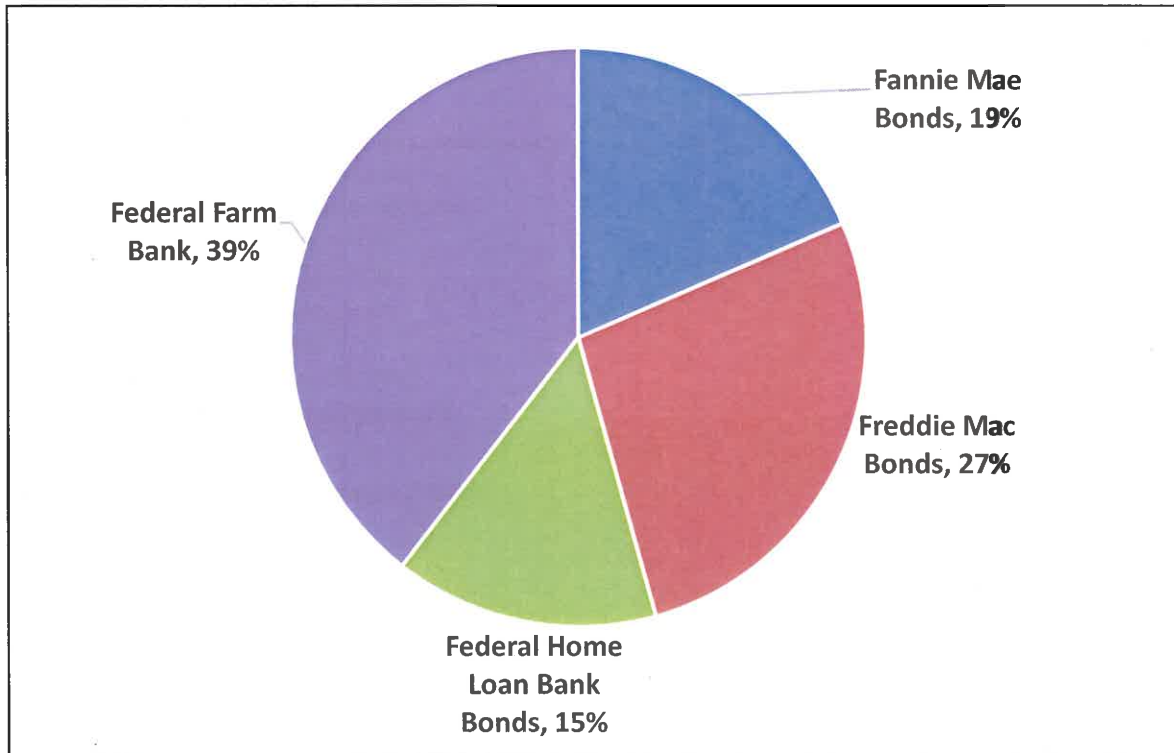
**0.478%**

**Total Agency Directed Deposits**

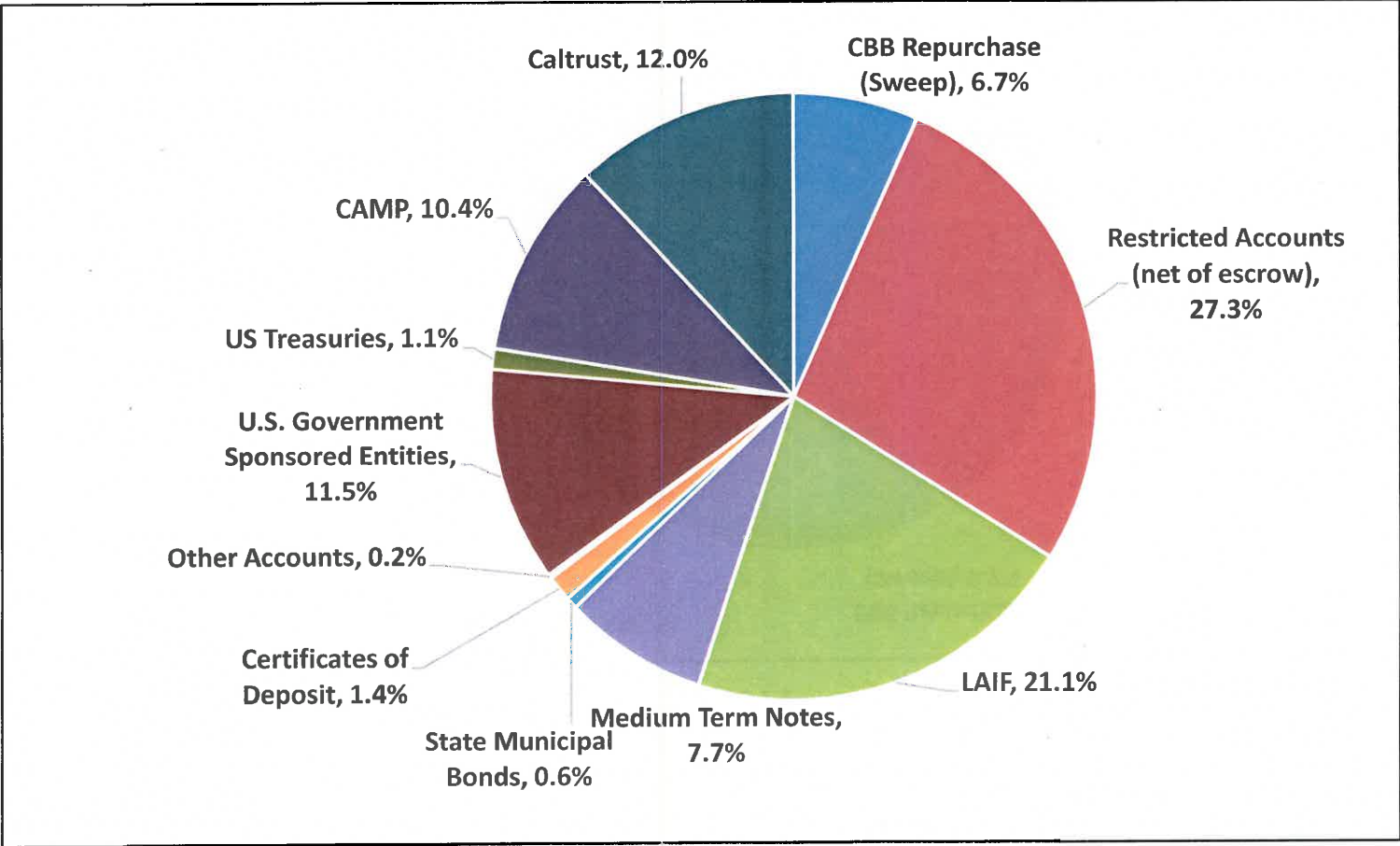
**\$176,305,313**

\*Petty Cash

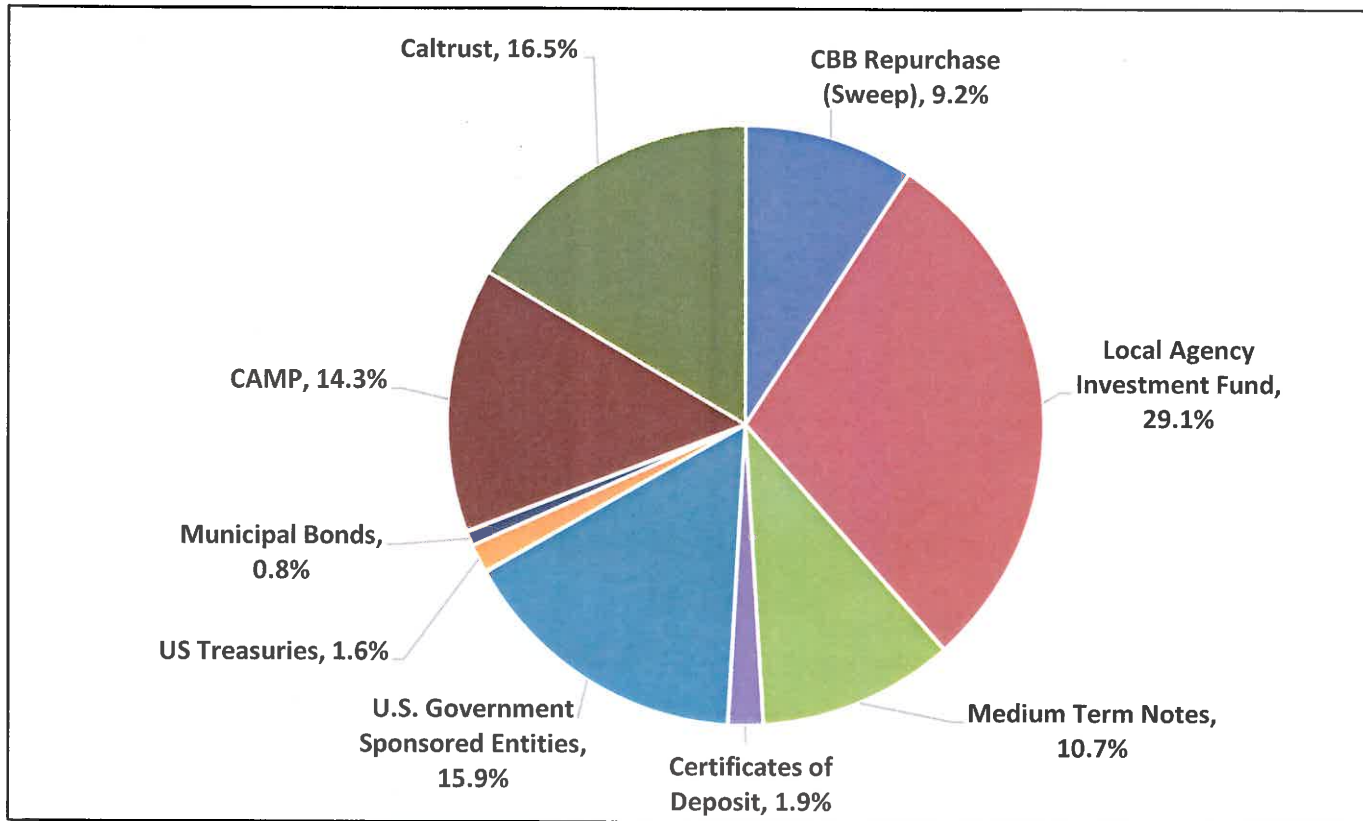
***Inland Empire Utilities Agency***  
**Treasurer's Report of Financial Affairs**  
**For the Month Ended September 30, 2017**  
**U.S. Government Sponsored Entities Portfolio**  
***\$20,234,313***



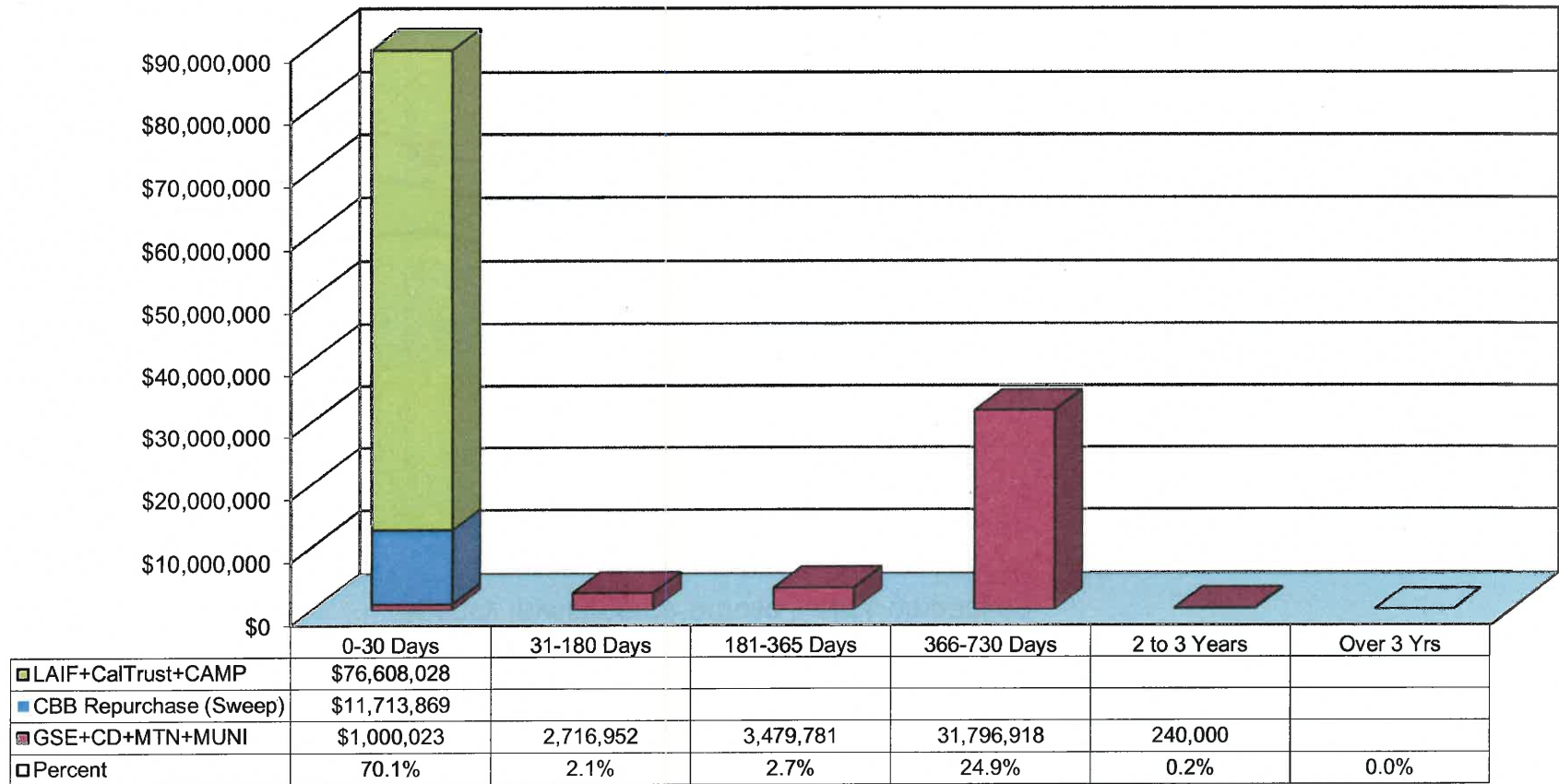
***Inland Empire Utilities Agency***  
**Treasurer's Report of Financial Affairs**  
**For the Month Ended September 30, 2017**  
**Agency Investment Portfolio (Net of Escrow Accounts)**  
**\$175,892,497**



***Inland Empire Utilities Agency***  
**Treasurer's Report of Financial Affairs**  
**For the Month Ended September 30, 2017**  
**Unrestricted Agency Investment Portfolio**  
***\$127,555,571***



***Inland Empire Utilities Agency***  
**Treasurer's Report of Financial Affairs**  
For the Month Ended September 30, 2017  
***Agency Investment Portfolio Maturity Distribution (Unrestricted)***  
***\$127,557,571***



**Inland Empire Utilities Agency**  
 Treasurer's Report of Financial Affairs  
 For the Month Ended September 30, 2017  
 Agency Investment Portfolio Yield Comparison

