



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

MONDAY, FEBRUARY 3, 2025

10:00 A.M.

INLAND EMPIRE REGIONAL COMPOSTING FACILITY

ADMIN CONFERENCE ROOM

12645 6TH STREET

RANCHO CUCAMONGA, CA 91739

www.ierca.org

TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 644 157 597#

The public may participate and provide public comment during the meeting by attending the meeting in-person or by dialing the number provided above. Comments may also be submitted by email to IEUA Director of Board and Administrative Services Denise Garzaro at dgarzaro@ieua.org prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

CALL TO ORDER

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Recording Secretary prior to the public comment section or request to address the Board during the public comments section of the meeting. Comments will be limited to three minutes per speaker.

ADDITIONS TO THE AGENDA

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

1. CONSENT CALENDAR ITEMS

NOTICE: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes unless any Board members, staff or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve minutes of the November 4, 2024 Board Meeting.

B. APPROVE INVESTMENT AND DISBURSEMENT REPORT

Staff recommends that the Board:

1. Approve total disbursements for the months of October 2024 through December 2024 in the amount of \$3,001,048.22; and
2. Approve the investments of \$1,000,000 in the Local Agency Investment Fund (LAIF) on October 24, 2024, and of \$1,000,000 in the California Asset Management Program (CAMP) on October 25, 2024.

2. ACTION ITEMS

A. ELECTION OF OFFICERS

Elect, by majority vote, a Chair and Vice Chair of the Inland Regional Composting Authority Board of Directors for a term beginning February 4, 2025.

B. APPROVE DESIGNATION OF INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY TREASURER

Staff recommends that the Board approve the designation of Alex Lopez, Treasurer for the Inland Empire Utilities Agency, as the IERCA Treasurer.

C. ADOPT PROCEDURE FOR WRITE-OFF OF UNCOLLECTABLE RECEIVABLES

Staff recommends that the Board adopt the Procedure for Write-Off of Uncollectable Receivables.

D. ADOPT DEPOSITORY AGREEMENT AND INVESTMENT FUND SIGNATORY RESOLUTIONS

Staff recommends that the Board:

1. Adopt Resolution No. 2025-2-1, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawal of funds;
2. Adopt Resolution No. 2025-2-2, authorizing participation in the Local Agency Investment Fund and designating signatories for the deposit and withdrawal of funds;
3. Adopt Resolution No. 2025-2-3, authorizing investment of monies in the Los Angeles County Pooled Surplus Investment Fund; and
4. Adopt Resolution No. 2025-2-4, authorizing investment of monies in the California Asset Management Program.

E. AWARD CONTRACT FOR COMPOST SPREADING SERVICES

Staff recommends that the Board:

1. Award a contract to Holliday Ag Services for compost spreading services for a five-year period with the option of two one-year extensions, for a total potential contract term of seven years, for an aggregate not-to-exceed amount of \$1,050,000; and
2. Authorize the Project Manager to finalize and execute the contract, subject to non-substantive changes.

F. APPROVE CONTRACT AMENDMENT FOR FINISHED COMPOST TRANSPORTATION SERVICES

Staff recommends that the Board:

1. Approve a contract amendment with Viramontes Express for finished compost transportation services, for an additional amount of \$900,000, increasing the aggregate not-to-exceed amount from \$1,900,000 to \$2,800,000; and
2. Authorize the Project Manager to finalize and execute the contract amendment, subject to non-substantive changes.

G. APPROVE CONTRACT AMENDMENT FOR FINISHED COMPOST TRANSPORTATION SERVICES

Staff recommends that the Board:

1. Approve a contract amendment with Eggleton Trucking for finished compost transportation services, for an additional amount of \$900,000, increasing the aggregate not-to-exceed amount from \$1,900,000 to \$2,800,000; and
2. Authorize the Project Manager to finalize and execute the contract amendment, subject to non-substantive changes.

3. INFORMATION ITEMS

A. PROJECT MANAGER’S REPORT (WRITTEN)

B. AIR QUALITY COMPLIANCE UPDATE: FEBRUARY 2023 SOURCE TEST (POWERPOINT)

C. CALIFORNIA ASSOCIATION OF SANITATION AGENCIES BIOSOLIDS AND COMPOSTING: PER- AND POLYFLUOROALKYL SUBSTANCES ‘FOREVER CHEMICAL’ CHALLENGES (POWERPOINT)

D. TREASURER’S REPORT OF FINANCIAL AFFAIRS FOR THE QUARTER ENDED DECEMBER 31, 2024 (WRITTEN)

4. DIRECTOR COMMENTS

ADJOURN

The next regular meeting is scheduled for Monday, May 5, 2025 at 10:00 a.m.

Declaration of Posting

I, Denise Garzaro, CMC, Director of Board and Administrative Services of the Inland Empire Utilities Agency, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Inland Empire Regional Composting Authority, 12645 6th Street, Rancho Cucamonga, CA and on the Authority’s website at www.ierca.org at the Los Angeles County Sanitation District, 1955 Workman Mill Road, Whittier, CA and at the Inland Empire Utilities Agency, 6075 Kimball Ave, Chino, CA at least twenty-four (24) hours prior to the special meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Recording Secretary at (909) 993-1736 or dgarzaro@ieua.org, 48 hours prior to the scheduled meeting so that IERCA can make reasonable arrangements to ensure accessibility.

**CONSENT
CALENDAR
ITEM**

1A

**MEETING OF THE BOARD OF DIRECTORS OF
THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY
NOVEMBER 4, 2024
10:00 A.M.**

A meeting of the Board of Directors of the Inland Empire Regional Composting Authority (IERCA) was held at the Inland Empire Regional Composting Facility located at 12645 6th Street, Rancho Cucamonga, California and via teleconference on the above date.

Chair Blickenstaff called the meeting to order at 10:00 a.m. and led the pledge of allegiance. Vice Chair Hofer was absent. The following Directors were present:

Jon Blickenstaff, Chair
Shivaji Deshmukh, Director
Robert Ferrante, Director
Margaret Finlay, Director
Jasmin A. Hall, Director

PUBLIC COMMENT

There were no public comments.

ADDITIONS TO THE AGENDA

There were no additions to the agenda.

INTRODUCTIONS

There were no introductions.

1. **CONSENT ITEMS**

A. **MINUTES**

B. **INVESTMENT AND DISBURSEMENT REPORT**

Director Finlay requested the September 23, 2024 meeting minutes be corrected with the start time of 10:30 a.m.

MOVED BY DIRECTOR DESHMUKH, SECONDED BY DIRECTOR FINLAY, AGENDA ITEM NOS. 1A AND 1B, APPROVED AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Blickenstaff, Deshmukh, Ferrante, Finlay, Hall

Noes: None

Absent: Hofer

- o Approved the minutes of the September 23, 2024 Special Board Meeting.
- o Approved total disbursements for the months of July 2024 through September 2024 in the amount of \$2,188,970.44.

2. **ACTION ITEMS**

A. **APPROVE FISCAL YEAR 2024/25 CARRY FORWARD BUDGET AMENDMENT**

IERCA Treasurer Kristine Day provided the presentation.

MOVED BY DIRECTOR FINLAY, SECONDED BY DIRECTOR HALL, THE BOARD APPROVED THE CARRY FORWARD FOR OPEN ENCUMBRANCES AND RELATED BUDGET IN THE AMOUNT OF \$54,717.94 FROM FY 2023/24 TO FY 2024/25, AS RECOMMENDED, BY THE FOLLOWING VOTE:

Ayes: Blickenstaff, Deshmukh, Ferrante, Finlay, Hall

Noes: None

Absent: Hofer

B. **AWARD MASTER SERVICE CONTRACT FOR MOBILE FLEET SERVICES**

IERCA Project Manager Arin Boughan provided the presentation.

MOVED BY DIRECTOR FINLAY, SECONDED BY DIRECTOR HALL, THE BOARD AWARDED A MASTER SERVICE CONTRACT WITH BEJAC CORPORATION FOR MOBILE FLEET SERVICES FOR AN AGGREGATE NOT-TO-EXCEED AMOUNT OF \$1,750,000 FOR A FIVE-YEAR PERIOD, WITH THE OPTION OF TWO ONE-YEAR EXTENSIONS, FOR A TOTAL POTENTIAL CONTRACT TERMS OF SEVEN YEARS; AND AUTHORIZED THE PROJECT MANAGER TO FINALIZE AND EXECUTE THE CONTRACT, AS RECOMMENDED, BY THE FOLLOWING VOTE:

Ayes: Blickenstaff, Deshmukh, Ferrante, Finlay, Hall

Noes: None

Absent: Hofer

3. **INFORMATION ITEMS**

A. **PROJECT MANAGER'S REPORT (WRITTEN)**

IERCA Project Manager Arin Boughan, Compost Facility Supervisor Jeff King, and Compost Sales Representative Marcus Coulombe provided the presentation.

B. **CALIFORNIA AIR RESOURCES BOARD OFF-ROAD DIESEL-FUELED FLEET REGULATION (POWERPOINT)**

IEUA Senior Associate Engineer Sarah Recinto provided the presentation.

C. **ANNUAL AUDIT UPDATE (ORAL)**

IERCA Treasurer Kristine Day provided the presentation.

D. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE QUARTER ENDED SEPTEMBER 30, 2024 (WRITTEN)

IERCA Treasurer Kristine Day provided the presentation.

4. DIRECTOR COMMENTS

There were no Director comments.

ADJOURN

With no further business, Chair Blickenstaff adjourned the meeting at 10:42 a.m.

Respectfully submitted,

Denise Garzaro
Director of Board and Administrative Services

APPROVED: FEBRUARY 3, 2025

DRAFT

**CONSENT
CALENDAR
ITEM**

1B



Date: February 3, 2025
To: Honorable Board of Directors
From: Lisa Dye *LD*
IEUA Acting Assistant General Manager
Subject: Approve Investment and Disbursement Report

RECOMMENDATION

Staff recommends that the Board:

1. Approve total disbursements in the months of October 2024 through December 2024 in the amount of \$3,001,048.22; and
2. Approve the investments of \$1,000,000 in Local Agency Investment fund (LAIF) on October 24, 2024, and of \$1,000,000 in the California Asset Management Program (CAMP) on October 25, 2024.

BACKGROUND

The October – December 2024 disbursement activity includes check numbers 9232-9233 in the amount of \$23,513.86, and ACH and Wire Transfer payments of \$4,977,534.36 for vendor payments and investments. A detailed listing of the check registers and electronic disbursements (ACH/Wire) is attached.

Payment Type	Checks From – To	Transactions	Total Amount
Check (JPMC)	9232-9233	2	\$ 23,513.86
ACH		190	\$ 2,971,800.36
Wire Transfer		3	\$ 2,005,734.00
TOTAL		195	\$ 5,001,048.22

PRIOR BOARD ACTION

On November 4, 2024, the Board of Directors approved the July – September 2024 Report on General Disbursements totaling \$2,188,970.44.

IMPACT ON BUDGET

The total cash and position of the Authority is reduced by the amount of authorized disbursements and investment.

Bank	JPMC	J.P. MORGAN CHASE BANK, N.A.	TAMPA FL 336100000
Bank Key	322271627		
Acct number	CHECK	520829378	

Check

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
009232	2200015615	10/09/2024	USD	96.70	O RINGS & THINGS FONTANA CA	10/18/2024
009233	2200015717	11/27/2024	USD	23,417.16	AGGREGATE CRUSHER SPECIALISTS LAKE ELSINORE CA	12/03/2024
* Payment method Check			USD	23,513.86		

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	23,513.86		

Check	Payee / Description		Amount
ACH	INLAND EMPIRE UTILITIES AGENCY 7/24 NRW Charges	90038163	7,010.20
		-	-
	INLAND EMPIRE UTILITIES AGENCY\$		7,010.20
ACH	APPLIED INDUSTRIAL TECHNOLOGIE Conveyor Belt	7030467413	3,198.79
	TRICO BG-0550-3-C,BG-0750-3-C	7030406653	1,274.14
	Conveyor Belt	7030467313	2,961.88
		-	-
	APPLIED INDUSTRIAL TECHNOLOGIE\$		7,434.81
ACH	SOUTHWEST ALARM SERVICE 10/24 Monitoring Security Sys Svcs	085339	462.00
		-	-
	SOUTHWEST ALARM SERVICE \$		462.00
ACH	KONICA MINOLTA BUSINESS SOLUTI 8/24 Copy Ovrgr/Mnt	295668214	6.18
		-	-
	KONICA MINOLTA BUSINESS SOLUTI\$		6.18
ACH	CINTAS CORPORATION NO 3 9/10 Uniform, Mats, Air Fresheners, Unif	4204734443	400.80
	9/10 SCRAPERS, BATH TOWELS, MATS	4204729648	348.16
	9/4 Air Freshener, Uniforms	4204099099	400.80
		-	-
	CINTAS CORPORATION NO 3 \$		1,149.76
ACH	RDO EQUIPMENT COMPANY Labor, Parts and Repairs AC 0626	W0480135	1,623.70
		-	-
	RDO EQUIPMENT COMPANY \$		1,623.70
ACH	DAVID WHEELER'S PEST CONTROL I 9/25 Pest Control Svcs	74192	31.00
		-	-
	DAVID WHEELER'S PEST CONTROL I\$		31.00
ACH	ATOM ENGINEERING CONSTRUCTION RA20008 Retention Release	RA20008 RET R	10,485.36
		-	-
	ATOM ENGINEERING CONSTRUCTION \$		10,485.36
ACH	PRIORITY BUILDING SERVICES LLC 8/24 Janitorial Svcs	93791	1,204.31
		-	-
	PRIORITY BUILDING SERVICES LLC\$		1,204.31
ACH	VIRAMONTES EXPRESS INC 9/11/24 Biosolids Hauling-Winchester	132659	587.60
	8/15-9/02 Biosolids Hauling	132625	12,657.13
		-	-
	VIRAMONTES EXPRESS INC \$		13,244.73
ACH	MODULAR BUILDING CONCEPTS INC 9/1/24-10/01/24 Trailer/Step/Ramp Rental	221411	1,109.82
		-	-

Check	Payee / Description	Amount
	MODULAR BUILDING CONCEPTS INC \$	1,109.82
ACH	RADAR ENVIRONMENTAL INC 08/24 Monthly Site Survey Svcs 2812	876.75
	RADAR ENVIRONMENTAL INC \$	876.75
ACH	HOLLADAY AG SERVICES INC 9/24 Bio Solids Compost Holsteins Spread 945	15,524.32
	HOLLADAY AG SERVICES INC \$	15,524.32
ACH	APPLIED INDUSTRIAL TECHNOLOGIE PRECISION PULLEY 7030540661	1,796.17
	Belt, Bushing - Parts 7030589394	5,407.42
	Link-Belt, Flange Bearing 7030420483	2,499.49
	EPOXY COATED 35° TROUGHING ROLLER FRAME 7030540329	2,631.33
	APPLIED INDUSTRIAL TECHNOLOGIE\$	12,334.41
ACH	DELL MARKETING L P PowerEdge R660 Security Server 10763751839	16,830.05
	DELL MARKETING L P \$	16,830.05
ACH	CINTAS CORPORATION NO 2 9/18 First Aid Supplies & Safety Inspect 5230585504	1,278.77
	9/30 SD Eyewash Service Agreement 9290077820	420.23
	CINTAS CORPORATION NO 2 \$	1,699.00
ACH	CINTAS CORPORATION NO 3 9/17 Air Fresheners, Mats, Uniforms 4205505459	432.34
	9/16 Scrapers, Mats, Towels, Bowl Clip 4205340422	348.16
	9/23 Scrapers, Mats, Towel Bowl Clip 4206061081	348.16
	10/1 Mats, Fresheners, Uniforms 4206921619	435.09
	CINTAS CORPORATION NO 3 \$	1,563.75
ACH	RDO EQUIPMENT COMPANY Air Filters, Hydraulic Filters P8249935	341.96
	Replace A/C Lines and Dryer W0486435	5,431.21
	RDO EQUIPMENT COMPANY \$	5,773.17
ACH	BEJAC CORPORATION Blade & Cutting Edge Set C31577	6,195.51
	Engine Oil C31491	846.58
	BEJAC CORPORATION \$	7,042.09
ACH	EGGLETON TRUCKING INC 9/25-9/27 Hauling/Load-Marvo 8143	5,726.26
	9/23-09/28 Hauling/load-Winchester 8145	4,775.03
	9/25 Hauling/Load-Riverside 8144	231.74
	8/19 Hauling/Load-Paradise Garden Center 7976.01	221.76
	EGGLETON TRUCKING INC \$	10,954.79

Check	Payee / Description	Amount
ACH	BS&B PRESSURE SAFETY MANagemen Inline Pressure Sensor (Auxiliary) Kit INV14480	6,560.90
	BS&B PRESSURE SAFETY MANagemen\$	6,560.90
ACH	QUINN COMPANY 8/28 Generator Repairs and Parts WOG00020709	11,297.67
	QUINN COMPANY \$	11,297.67
ACH	DIVERSIFIED THERMAL SERVICES I 09/24 HVAC Maint Contract Svcs S42896	2,541.00
	DIVERSIFIED THERMAL SERVICES I\$	2,541.00
ACH	SOLAR STAR CALIFORNIA VI LLC RCA-8/24 Solar 12811 Sixth St INV-000616	13,762.48
	SOLAR STAR CALIFORNIA VI LLC \$	13,762.48
ACH	APPLIED INDUSTRIAL TECHNOLOGIE DODGE TA5215TB2 15/16KIT 7030606916	1,087.36
	APPLIED INDUSTRIAL TECHNOLOGIE\$	1,087.36
ACH	KONICA MINOLTA BUSINESS SOLUTI 8/24 Copy Ovrgr/Mnt 9010081546	26.59
	KONICA MINOLTA BUSINESS SOLUTI\$	26.59
ACH	PALM AUTO DETAIL INC 9/24 Truck Wash Svcs 24999-1	620.00
	PALM AUTO DETAIL INC \$	620.00
ACH	CONTROL LABORATORIES INC 9/24/24-Size Distribution and Inerts (So 4090135	48.00
	CONTROL LABORATORIES INC \$	48.00
ACH	TRICO CORPORATION 8/9-9/3 Industrial Oil /Advanced Analysi P71097	140.00
	8/13-9/3 Industrial Oil /Advanced Analys P71096	126.00
	TRICO CORPORATION \$	266.00
ACH	PRIORITY BUILDING SERVICES LLC 9/24 Janitorial Svcs 93960	1,346.23
	PRIORITY BUILDING SERVICES LLC\$	1,346.23
ACH	VIRAMONTES EXPRESS INC 9/12-9/24/24 Biosolids Hauling-Menifee 132762	14,471.91
	VIRAMONTES EXPRESS INC \$	14,471.91
ACH	YORKE ENGINEERING LLC Aug/Sep Portable Analyzer Calibration an 40289	6,105.09

Check	Payee / Description	Amount
	YORKE ENGINEERING LLC	\$ 6,105.09
ACH	INLAND EMPIRE WINDUSTRIAL CO Stainless Reducer 056405 01	115.34
	Custom Nipple 056405 02	629.17
	INLAND EMPIRE WINDUSTRIAL CO	\$ 744.51
ACH	LIBERTY LANDSCAPING INC October Monthly Maintenance 129453	956.00
	LIBERTY LANDSCAPING INC	\$ 956.00
ACH	SPI PARENT HOLDING COMPANY LLC Spray Foam Cart Package 1325939	71,434.92
	SPI PARENT HOLDING COMPANY LLC	\$ 71,434.92
ACH	INLAND EMPIRE UTILITIES AGENCY 9/24 Bldg Lease Pymt 90038398	8,000.13
	8/24 NRW Charges 90038345	5,557.95
	INLAND EMPIRE UTILITIES AGENCY	\$ 13,558.08
ACH	COUNTY SANITATION DISTRICTS 8/24 C4051-Construction Inspec Health & 46355	695.60
	COUNTY SANITATION DISTRICTS	\$ 695.60
ACH	HAAKER EQUIPMENT COMPANY Shroud, Side Broo CLAFE7	113.72
	Washer-Lock/Fender, Bumper-Rubber CLAF CJ	448.00
	HAAKER EQUIPMENT COMPANY	\$ 561.72
ACH	APPLIED INDUSTRIAL TECHNOLOGIE OIL SAMPLING PORT KIT 7030589385	2,873.60
	CONTINENTAL 1RDFRNTR200-CUT 7030631806	703.61
	GEARBOX - BELT CONVEYOR 7030578505	5,235.97
	Donaldson, Air Filter, Panel Ventilation 7030577926	500.68
	PRECISION BRAND PROD 14449 7030589390	18.08
	DODGE TA5215MTR 7030589395	899.69
	MARTIN SHEAVE 7030606855	321.87
	APPLIED INDUSTRIAL TECHNOLOGIE	\$ 10,553.50
ACH	ROYAL INDUSTRIAL SOLUTIONS 125HP DRV, PF750-115V I/O MODULE 6441-1129739	22,077.26
	ROYAL INDUSTRIAL SOLUTIONS	\$ 22,077.26
ACH	WAXIE SANITARY SUPPLY Towels, Soap, Dixie Cups 82764726	689.52
	WAXIE SANITARY SUPPLY	\$ 689.52
ACH	REOTEMP INSTRUMENTS CORP LEGACY ECOPROBES 0407636-IN	915.90

Check	Payee / Description	Amount
	REOTEMP INSTRUMENTS CORP	\$ 915.90
ACH	CONTROL LABORATORIES INC Finished Compost - Package (Solids) 4090134	379.00
	CONTROL LABORATORIES INC	\$ 379.00
ACH	CINTAS CORPORATION NO 3 9/30 Scrapers, Mats, Towels 4206785467	348.16
	10/7 Scrapers, Towels, Mats 4207471999	348.16
	10/08 Uniforms 4207666074	466.63
	9/24 Freshener, Mats, Bowl Clip 4206193650	432.34
	CINTAS CORPORATION NO 3	\$ 1,595.29
ACH	RDO EQUIPMENT COMPANY Pins, Cap screw, Bushing Grease sea P8322735	246.66
	RDO EQUIPMENT COMPANY	\$ 246.66
ACH	DAVID WHEELER'S PEST CONTROL I 10/24 MONTHLY SERVICE 74727	1,565.00
	10/9 Pest Control Svcs 74673	928.00
	DAVID WHEELER'S PEST CONTROL I	\$ 2,493.00
ACH	MODULAR BUILDING CONCEPTS INC 10/1-11/1/2024 STEP/RAMP RENTAL 221697	1,109.82
	MODULAR BUILDING CONCEPTS INC	\$ 1,109.82
ACH	ROCA ENGINEERING Custome Angle Plates and Wall Pins 2627	1,521.89
	ROCA ENGINEERING	\$ 1,521.89
ACH	APPLIED INDUSTRIAL TECHNOLOGIE MISC SPECIALTY PRODUCTS 7030657834	1,084.25
	APPLIED INDUSTRIAL TECHNOLOGIE	\$ 1,084.25
ACH	WAXIE SANITARY SUPPLY IVORY LIQUID DISH DETERGENT 82773704	45.59
	WAXIE SANITARY SUPPLY	\$ 45.59
ACH	FAIRBANKS SCALES INC 09/26/24 - Repair Truck Scales 1700544	1,800.00
	FAIRBANKS SCALES INC	\$ 1,800.00
ACH	KONICA MINOLTA BUSINESS SOLUTI 9/24 Copy Ovrgr/Mnt 9010123940	21.57
	9/24 Copy Ovrgr/Mnt 296221737	6.82
	KONICA MINOLTA BUSINESS SOLUTI	\$ 28.39
ACH	CHAMPION FIRE SYSTEMS INC Pendant wax coated sprinkler heads 73088	3,237.89

Check	Payee / Description	Amount
	CHAMPION FIRE SYSTEMS INC	\$ 3,237.89
ACH	CINTAS CORPORATION NO 3 10/14 Scrapers, Mats, Towels	4208200716 348.16
	CINTAS CORPORATION NO 3	\$ 348.16
ACH	RDO EQUIPMENT COMPANY Bushing	P8421835 1,506.47
	RDO EQUIPMENT COMPANY	\$ 1,506.47
ACH	EGGLETON TRUCKING INC 10/04 Hauling/load-Riverside	8186 231.74
	10/01 Hauling/Load-San Diego	8187 550.39
	10/01 Hauling/load-Winchester	8188 367.31
	9/30-10/04 Hauling/Load-Marvo	8185 12,270.55
	EGGLETON TRUCKING INC	\$ 13,419.99
ACH	SPIRAC USA INC Curved Side Gate Runner Replacement	US240089 27,121.75
	SPIRAC USA INC	\$ 27,121.75
ACH	PRIORITY BUILDING SERVICES LLC 9/29 Janitorial Svcs	94215 150.00
	PRIORITY BUILDING SERVICES LLC	\$ 150.00
ACH	VIRAMONTES EXPRESS INC 10/1-10/03/24 Biosolids Hauling-Menifee	132817 5,460.00
	9/24-9/30/24 Biosolids Hauling Multiple	132816 10,812.97
	VIRAMONTES EXPRESS INC	\$ 16,272.97
ACH	ALLIANCE SOURCE TESTING LLC 2024 Q3 Flow Balance Testing	INV450359 3,800.00
	ALLIANCE SOURCE TESTING LLC	\$ 3,800.00
ACH	ROCA ENGINEERING New bushings	2624 1,024.64
	ROCA ENGINEERING	\$ 1,024.64
ACH	APPLIED INDUSTRIAL TECHNOLOGIE AIR FILTER, PRIMARY RADIALSEAL	7030690721 109.83
	APPLIED INDUSTRIAL TECHNOLOGIE	\$ 109.83
ACH	MOTION INDUSTRIES INC BC18 Belt Replacement Labor	CA97-00062139 9,107.01
	Credit-Inv#CA97-00062139 Hazmat Disposal	CA97-00062390 215.50
	MOTION INDUSTRIES INC	\$ 8,891.51
ACH	AUTOZONE PARTS INC	

Check	Payee / Description	Amount
	Parts, Windshld fluid, Purple Power Trig 5623096473	136.90
	AUTOZONE PARTS INC	\$ 136.90
ACH	EGGLETON TRUCKING INC	
	10/08 Hauling/load-Winchester 8217	367.31
	10/07 Hauling/Load-San Diego 8216	662.78
	10/07 Hauling/Load-Marvo 8215	2,454.11
	10/11 Hauling/load-Domenigoni 8214	1,836.55
	EGGLETON TRUCKING INC	\$ 5,320.75
ACH	HOLLADAY AG SERVICES INC	
	10/24 Bio Solids Compost Holsteins Sprad 970	32,357.04
	HOLLADAY AG SERVICES INC	\$ 32,357.04
ACH	ROCA ENGINEERING	
	2-15/16"x81" SHAFT 3/4" FULL KEY 2639	1,887.67
	ROCA ENGINEERING	\$ 1,887.67
ACH	APPLIED INDUSTRIAL TECHNOLOGIE	
	DODGE TA5215B/G D 7030606913	1,995.69
	APPLIED INDUSTRIAL TECHNOLOGIE\$	1,995.69
ACH	WAXIE SANITARY SUPPLY	
	PAPER TOWEL, ANTIBACTRIAL SOAP, DEGREASE 82776923	940.32
	WAXIE SANITARY SUPPLY	\$ 940.32
ACH	KONICA MINOLTA	
	10/24 Copier Lease-C450I 45707339	150.85
	KONICA MINOLTA	\$ 150.85
ACH	CINTAS CORPORATION NO 3	
	10/15 Uniforms, Fresheners, Mats, Bowl C 4208353299	406.30
	CINTAS CORPORATION NO 3	\$ 406.30
ACH	BEJAC CORPORATION	
	LL-6442604 Paint Grey GLS C31839	609.96
	REMOVE/REPLACE RAM & REPAIR CYLINDER W16891	9,919.12
	AC REPAIRS - L566 WHEEL LOADER W17148	1,402.31
	BEJAC CORPORATION	\$ 11,931.39
ACH	CASCO EQUIPMENT CORPORATION	
	Service Call To Repair Door A4 I-R106679	6,708.00
	CASCO EQUIPMENT CORPORATION	\$ 6,708.00
ACH	RADAR ENVIRONMENTAL INC	
	9/24 Monthly Site Survey Svcs 2873	52.50
	RADAR ENVIRONMENTAL INC	\$ 52.50

Check	Payee / Description	Amount
ACH	Inland Empire Utilities Agency	
	July 2024 O&M Charges IEUA Interco Billi SAP0724-RCO&	177,130.58
	8/24 IEUA PCard Reimbursement 8/24 IEUA PCA	895.88
	July 2024 L&B Charges IEUA Interco Billi SAP0724-RCAL&	414,319.94
	Inland Empire Utilities Agency\$	592,346.40
ACH	HAAKER EQUIPMENT COMPANY	
	FILTERS C1AF89	807.21
	HAAKER EQUIPMENT COMPANY \$	807.21
ACH	APPLIED INDUSTRIAL TECHNOLOGIE	
	PRECISION PULLEY & I 20X51 CF PXT35 PRO 7030726325	6,079.06
	APPLIED INDUSTRIAL TECHNOLOGIE\$	6,079.06
ACH	ROYAL INDUSTRIAL SOLUTIONS	
	400W HPS LAMP 6441-1133853	607.45
	ROYAL INDUSTRIAL SOLUTIONS \$	607.45
ACH	CINTAS CORPORATION NO 2	
	10/18 First Aid Supplies & Safety Inspec 5235524801	1,369.00
	CINTAS CORPORATION NO 2 \$	1,369.00
ACH	KVAC ENVIRONMENTAL SERVICES IN	
	Vent Pipe Jetting Labor/Materials KV2409307	50,165.18
	KVAC ENVIRONMENTAL SERVICES IN\$	50,165.18
ACH	CINTAS CORPORATION NO 3	
	AIR FRESHENER, MATS, BOWL CLIPS, UNIFORM 4209059939	432.34
	10/21 Scrapers, Towels, Clips 4208933721	348.16
	CINTAS CORPORATION NO 3 \$	780.50
ACH	DAVID WHEELER'S PEST CONTROL I	
	10/23/24 Monthly Pest Control 74563	31.00
	DAVID WHEELER'S PEST CONTROL I\$	31.00
ACH	EGGLETON TRUCKING INC	
	10/16 Hauling/load-Riverside 8270	463.48
	10/24 Hauling/Load-Domenigoni 8269	12,488.53
	10/17 Hauling/Loading-Coachella 8268	643.08
	10/16 Hauling/Load-San Diego 8271	550.39
	10/18 Hauling/load-Winchester 8272	734.62
	EGGLETON TRUCKING INC \$	14,880.10
ACH	MCKINLEY EQUIPMENT CORPORATION	
	DoorA4 Repairs and Parts M140204-IN	13,473.51
	MCKINLEY EQUIPMENT CORPORATION\$	13,473.51
ACH	SOLAR STAR CALIFORNIA VI LLC	
	RCA-9/24 Solar 12811 Sixth St INV-000652	11,415.32

Check	Payee / Description	Amount
	SOLAR STAR CALIFORNIA VI LLC \$	11,415.32
ACH	U S BANK *4246044555725724 10/24	30,791.98
	U S BANK \$	30,791.98
ACH	INLAND EMPIRE UTILITIES AGENCY 9/24 NRW Charges	6,447.35
	INLAND EMPIRE UTILITIES AGENCY\$	6,447.35
ACH	COUNTY SANITATION DISTRICTS 9/24 C4051-Construction Inspec Health &	3,431.80
	COUNTY SANITATION DISTRICTS \$	3,431.80
ACH	APPLIED INDUSTRIAL TECHNOLOGIE PRECISION PULLEY, QD BUSHING FILTERS CAT PUMP 6105, LUBE	687.81 392.33 2,528.86
	APPLIED INDUSTRIAL TECHNOLOGIE\$	3,609.00
ACH	ROYAL INDUSTRIAL SOLUTIONS MACCUSTOMMOTOR 125HP, 30HP DRIVE, MODULE 6441-1129742	31,852.53
	ROYAL INDUSTRIAL SOLUTIONS \$	31,852.53
ACH	SOUTHWEST ALARM SERVICE 11/24 Monitoring Security Sys Svcs	462.00
	SOUTHWEST ALARM SERVICE \$	462.00
ACH	CONTROL LABORATORIES INC 10/16/24-Size Distribution and Inerts (S Finished Compost - Package (Solids)	48.00 379.00
	CONTROL LABORATORIES INC \$	427.00
ACH	CINTAS CORPORATION NO 3 RCA- 10/28 ACTIVE SCRAPER, BATH TOWEL, U RCA-10/28 Uniform/Mat Svcs RCA-5/6 Mat/Sanis Clip Svcs	348.16 507.12 311.85
	CINTAS CORPORATION NO 3 \$	1,167.13
ACH	RDO EQUIPMENT COMPANY Air Filters Fuel Filters and Hydraulic Oil Filter	96.77 218.14
	RDO EQUIPMENT COMPANY \$	314.91
ACH	BEJAC CORPORATION Blades, Filters, Cutting Edge	7,668.30
	BEJAC CORPORATION \$	7,668.30

Check	Payee / Description	Amount
ACH	EGGLETON TRUCKING INC	
	10/23 Hauling/Load-Nuevo	8275 1,956.81
	10/21-10/25 Hauling/load-Winchester	8276 6,188.56
	10/21-10/22 Hauling/Load-Domenigoni	8274 4,732.43
		- - - - -
	EGGLETON TRUCKING INC	\$ 12,877.80
ACH	APPLIED INDUSTRIAL TECHNOLOGIE	
	PRECISION PULLEY & I C5-RI-48SB	7030825724 4,194.32
	AIR FILTERS AND SEALS	7030791016 306.03
		- - - - -
	APPLIED INDUSTRIAL TECHNOLOGIE\$	4,500.35
ACH	KONICA MINOLTA	
	11/24 Copier Lease-C450I	45905103 150.85
		- - - - -
	KONICA MINOLTA	\$ 150.85
ACH	KONICA MINOLTA BUSINESS SOLUTI	
	10/24 Copy Ovrq/Mnt	9010167782 29.96
	10/24 Copy Ovrq/Mnt	296773963 3.44
		- - - - -
	KONICA MINOLTA BUSINESS SOLUTI\$	33.40
ACH	CINTAS CORPORATION NO 2	
	10/31 Eyewash Svcs-9294475091	9294475091 420.23
		- - - - -
	CINTAS CORPORATION NO 2	\$ 420.23
ACH	CINTAS CORPORATION NO 3	
	ACTIVE SCRAPERS, TOWELS, PHOTO SAFETY MA	4210353576 348.16
		- - - - -
	CINTAS CORPORATION NO 3	\$ 348.16
ACH	TRICO CORPORATION	
	8/27-10/21/24 Industrial Oil/Advanced An	P71432 343.00
	9/16-10/2/24 Industrial Oil /Advanced An	P71429 130.00
	10/10-10/21/24 Industrial Oil/Advance An	P71433 140.00
	9/20-10/21/24 Industrial Oil /Advanced A	P71431 105.00
		- - - - -
	TRICO CORPORATION	\$ 718.00
ACH	EGGLETON TRUCKING INC	
	10/28-11/01 Hauling/Load-Winchester	8350 6,188.56
	10/29 Hauling/Load-La Habra	8349 331.88
	10/31-11/01 Hauling/Load Domenigoni	8348 4,004.36
		- - - - -
	EGGLETON TRUCKING INC	\$ 10,524.80
ACH	VIRAMONTES EXPRESS INC	
	10/23-10/28/24 Biosolids Hauling-Multipl	132999 6,035.68
		- - - - -
	VIRAMONTES EXPRESS INC	\$ 6,035.68
ACH	MODULAR BUILDING CONCEPTS INC	
	11/1-12/1/24 Trailer/Step/Ramp Rental	222007 1,191.71
		- - - - -
	MODULAR BUILDING CONCEPTS INC	\$ 1,191.71

Check	Payee / Description	Amount
ACH	LIBERTY LANDSCAPING INC November Monthly Maintenance	130313 956.00
	LIBERTY LANDSCAPING INC	\$ 956.00
ACH	ROCA ENGINEERING 5-1/2"L X 3-1/2"x 2" Bushings	2637 1,078.52
	Custom Bucket Plates	2638 1,983.56
	ROCA ENGINEERING	\$ 3,062.08
ACH	INLAND EMPIRE UTILITIES AGENCY 10/24 Bldg Lease Pymt	90038627 8,000.13
	INLAND EMPIRE UTILITIES AGENCY	\$ 8,000.13
ACH	WAXIE SANITARY SUPPLY PAPER TOWELS, TISSUE, SOAP, CUPS	82845048 763.20
	WAXIE SANITARY SUPPLY	\$ 763.20
ACH	PALM AUTO DETAIL INC 10/02-10/30/2024 Truck Wash Svcs	241099-1 775.00
	PALM AUTO DETAIL INC	\$ 775.00
ACH	CINTAS CORPORATION NO 3 RCA-11/5 Uniform/Mat Svcs	4210529478 463.88
	CINTAS CORPORATION NO 3	\$ 463.88
ACH	APPLIED INDUSTRIAL TECHNOLOGIE Snap Ring	7030884857 38.01
	APPLIED INDUSTRIAL TECHNOLOGIE	\$ 38.01
ACH	CINTAS CORPORATION NO 3 11/11 Scrapers/Towels/Mats Svcs	4211101744 348.16
	CINTAS CORPORATION NO 3	\$ 348.16
ACH	TRICO CORPORATION RCA-9/3/24 Industrial Oil /Advanced Anal P71098	189.00
	TRICO CORPORATION	\$ 189.00
ACH	AUTOZONE PARTS INC Inv-Windsheild Fluid,Purple Power De Gre	05623157473 93.07
	AUTOZONE PARTS INC	\$ 93.07
ACH	EGGLETON TRUCKING INC 11/04-11/08 Hauling/Load-Domenigoni	8369 8,736.79
	11/04-11/08 Hauling/load-Winchester	8372 8,372.76
	11/06 Hauling/load-Lancaster	8370 501.83
	EGGLETON TRUCKING INC	\$ 17,611.38
ACH	QUINN COMPANY	

Check	Payee / Description	Amount
	Caterpillar, Parts and Service	4,241.20
	WOG00021295	-
	QUINN COMPANY	4,241.20
ACH	HOLLADAY AG SERVICES INC	
	10/24 Bio Solids Compost Dominigoni Spre 985	20,394.73
	HOLLADAY AG SERVICES INC	20,394.73
ACH	APPLIED INDUSTRIAL TECHNOLOGIE	
	Air Filters	164.00
	7030913319	
	AIR FILTER & DRIVE BELT	235.81
	7030928688	
	APPLIED INDUSTRIAL TECHNOLOGIE\$	399.81
ACH	CINTAS CORPORATION NO 3	
	11/12 Uniform/Mat Svcs	495.49
	4211266510	
	CINTAS CORPORATION NO 3	495.49
ACH	SUPERIOR ELECTRIC MOTOR SERVIC	
	New Baldor Reliance Motor	3,192.08
	139694	
	SUPERIOR ELECTRIC MOTOR SERVIC\$	3,192.08
ACH	VIRAMONTES EXPRESS INC	
	10/17-10/22 Biosolids Hauling-Hemet/Palm 132948	2,748.48
	09/30-10/21 Biosolids Hauling-Multiple S 132922	16,030.57
	VIRAMONTES EXPRESS INC	18,779.05
ACH	KED GRODY FORD REDLANDS	
	F250 CREW CAB WITH ACCESSORIES	53,522.78
	2501	
	KED GRODY FORD REDLANDS	53,522.78
ACH	INLAND EMPIRE UTILITIES AGENCY	
	07/24-09/30/24-1Q25 Strength Charges	27,842.70
	90038734	
	INLAND EMPIRE UTILITIES AGENCY\$	27,842.70
ACH	CINTAS CORPORATION NO 2	
	11/14 Cabinet Org Maint & Supplies Svcs	1,064.40
	5239810503	
	CINTAS CORPORATION NO 2	1,064.40
ACH	CINTAS CORPORATION NO 3	
	11/19 Uniform/Mat Svcs	421.24
	4212035537	
	11/18 Mat/Towel/Scraper Svcs	371.10
	4211847360	
	CINTAS CORPORATION NO 3	792.34
ACH	RDO EQUIPMENT COMPANY	
	Air \$ Oil Filters, Fuel Cartridge	171.79
	P8955635	
	RDO EQUIPMENT COMPANY	171.79
ACH	DAVID WHEELER'S PEST CONTROL I	
	11/15 Pest Control Svcs	1,565.00
	75082	

Check	Payee / Description	Amount
	DAVID WHEELER'S PEST CONTROL I\$	1,565.00
ACH	EGGLETON TRUCKING INC 11/08 Hauling/Load-Nuevo 8371	978.41
	11/11-11/13 Hauling/Load-Domenigoni 8402	5,460.49
	11/15 Hauling/Load-Nuevo 8404	587.62
	11/11-11/15 Hauling/load-Winchester 8405	7,644.69
	11/18/24 Hauling/Load EMP 8403	657.14
	EGGLETON TRUCKING INC \$	15,328.35
ACH	STAPLES CONTRACT & COMMERCIAL Copy Paper 6017228367	318.21
	STAPLES CONTRACT & COMMERCIAL \$	318.21
ACH	SOLAR STAR CALIFORNIA VI LLC RCA-10/24 Solar 12811 Sixth St INV-000688	9,789.92
	SOLAR STAR CALIFORNIA VI LLC \$	9,789.92
ACH	HARRINGTON INDUSTRIAL PLASTICS Inv-Union Fittings(old Style),Couplings 012N4374	530.33
	HARRINGTON INDUSTRIAL PLASTICS\$	530.33
ACH	APPLIED INDUSTRIAL TECHNOLOGIE PRECISION PULLEY PRO DUTY DRUM W/LAG 7030952010	2,883.10
	APPLIED INDUSTRIAL TECHNOLOGIE\$	2,883.10
ACH	DAVID WHEELER'S PEST CONTROL I Trailer 11/27/24 Pest Control Svcs 74912	31.00
	DAVID WHEELER'S PEST CONTROL I\$	31.00
ACH	PRIORITY BUILDING SERVICES LLC 10/24 Janitorial Svcs 94310	1,204.31
	PRIORITY BUILDING SERVICES LLC\$	1,204.31
ACH	U S BANK *4246044555725724 11/24 5572 5724 11/	46,886.39
	U S BANK \$	46,886.39
ACH	INLAND EMPIRE UTILITIES AGENCY 10/24 NRW Charges 90038775	6,278.78
	INLAND EMPIRE UTILITIES AGENCY\$	6,278.78
ACH	HARRINGTON INDUSTRIAL PLASTICS Filters,Couplings,Union Fittings 012N4322	2,418.96
	HARRINGTON INDUSTRIAL PLASTICS\$	2,418.96
ACH	DELL MARKETING L P Dell Latitude 9450 2in1 XCTO Base 10781886642	4,745.94

Check	Payee / Description	Amount
	DELL MARKETING L P	\$ 4,745.94
ACH	CINTAS CORPORATION NO 3 11/26 Uniforms	4212820105 462.23
	CINTAS CORPORATION NO 3	\$ 462.23
ACH	RDO EQUIPMENT COMPANY SKID STEER, OIL and FILTER	W0654235 1,493.38
	RDO EQUIPMENT COMPANY	\$ 1,493.38
ACH	EGGLETON TRUCKING INC 11/18-11/20 Hauling/load-Domenigoni	8435 4,732.43
	11/21 Hauling/load-Thermal	8438 656.86
	11/20 Hauling/load-Riverside	8437 229.67
	11/21-11/22 Hauling/load-Escondido	8436 1,653.64
	11/19-11/21 Hauling/load- Chula Vista	8434 4,800.00
	11/18-11/19 Hauling/load-Winchester	8439 1,456.13
	EGGLETON TRUCKING INC	\$ 13,528.73
ACH	HOLLADAY AG SERVICES INC 11/24 Bio Solids Compost Dominigoni Spre 999	14,062.66
	HOLLADAY AG SERVICES INC	\$ 14,062.66
ACH	HAAKER EQUIPMENT COMPANY STREET SWEEPER CENTER BRUSH	C1AKA0 2,340.35
	HAAKER EQUIPMENT COMPANY	\$ 2,340.35
ACH	SOUTHWEST ALARM SERVICE 12/24 Monitoring Security Svcs	085908 462.00
	SOUTHWEST ALARM SERVICE	\$ 462.00
ACH	KONICA MINOLTA BUSINESS SOLUTI RCA-11/24 Copy Ovrgr/Mnt	297261825 3.20
	KONICA MINOLTA BUSINESS SOLUTI	\$ 3.20
ACH	CINTAS CORPORATION NO 2 RCA-11/30 Cabinet Org Maint & Supplies S	9298497265 420.23
	CINTAS CORPORATION NO 2	\$ 420.23
ACH	PALM AUTO DETAIL INC 11/6-11/27/2024 Truck Wash Svcs	241199-1 620.00
	PALM AUTO DETAIL INC	\$ 620.00
ACH	CONTROL LABORATORIES INC 11/26 Finished Compost - Package (Solids	4110192 379.00
	11/22 Size Distribution and Inerts (Soli	4110193 48.00
	CONTROL LABORATORIES INC	\$ 427.00

Check	Payee / Description	Amount
ACH	CINTAS CORPORATION NO 3 12/2 Mats, Towels, Scrapers, Sanis Clip 4213329308 11/25 Scrapers, Mats, Bowl Cleaner and C 4212703439	371.10 371.10 -----
	CINTAS CORPORATION NO 3 \$	742.20
ACH	RDO EQUIPMENT COMPANY LOADER -4WD PARTS AND SERVICE W0646735 FILTERS P8974935	2,453.19 1,949.96 -----
	RDO EQUIPMENT COMPANY \$	4,403.15
ACH	TRICO CORPORATION 10/16-11/15 Industrial Oil /Advanced Ana P71717 11/12/24 Industrial Oil /Advanced Analys P71716 11/04/24 Industrial Oil /Advanced Analys P71714	182.00 56.00 280.00 -----
	TRICO CORPORATION \$	518.00
ACH	PRIORITY BUILDING SERVICES LLC 11/24 Janitorial Svcs 94621	1,204.31 -----
	PRIORITY BUILDING SERVICES LLC\$	1,204.31
ACH	FRONTIER PERFORMANCE LUBRICANT Grease-Silver 70 NLGI #1 LBA3098131	4,492.75 -----
	FRONTIER PERFORMANCE LUBRICANT\$	4,492.75
ACH	LIBERTY LANDSCAPING INC December Monthly Maintenance 131121	956.00 -----
	LIBERTY LANDSCAPING INC \$	956.00
ACH	RED BEACON FIRE & ELECTRIC Underground PIV Replacement 398	66,930.00 -----
	RED BEACON FIRE & ELECTRIC \$	66,930.00
ACH	DIVERSIFIED THERMAL SERVICES I BIMONTHLY NOV 2024 S42897	2,541.00 -----
	DIVERSIFIED THERMAL SERVICES I\$	2,541.00
ACH	INLAND EMPIRE UTILITIES AGENCY 11/24 Bldg Lease Pymt 90038833	8,000.13 -----
	INLAND EMPIRE UTILITIES AGENCY\$	8,000.13
ACH	COUNTY SANITATION DISTRICTS 10/24 C4051-Construction Inspec Health & 47076	1,480.00 -----
	COUNTY SANITATION DISTRICTS \$	1,480.00
ACH	APPLIED INDUSTRIAL TECHNOLOGIE Precision Pulley,Troughing Idler 7031057099	1,455.01 -----
	APPLIED INDUSTRIAL TECHNOLOGIE\$	1,455.01

Check	Payee / Description	Amount
ACH	KONICA MINOLTA BUSINESS SOLUTI 11/24 Copy Ovrgr/Mnt	9010209986 18.47
	KONICA MINOLTA BUSINESS SOLUTI\$	18.47
ACH	CINTAS CORPORATION NO 3 12/3 Air Fresheners, Mats & Uniform Svcs	4213466981 462.23
	CINTAS CORPORATION NO 3 \$	462.23
ACH	MODULAR BUILDING CONCEPTS INC 12/1/24-1/1/25 Trailer/Step/Ramp Rental	222305 1,191.71
	MODULAR BUILDING CONCEPTS INC \$	1,191.71
ACH	RED BEACON FIRE & ELECTRIC Underground PIV Replacement	348A 27,000.00
	RED BEACON FIRE & ELECTRIC \$	27,000.00
ACH	APPLIED INDUSTRIAL TECHNOLOGIE SUPERIOR IDLERS PRECISION PULLEY	7031080850 479.99 7031080762 2,622.10
	APPLIED INDUSTRIAL TECHNOLOGIE\$	3,102.09
ACH	WAXIE SANITARY SUPPLY Paper towels, Soap	82912940 591.85
	WAXIE SANITARY SUPPLY \$	591.85
ACH	KONICA MINOLTA 12/24 Copier Lease-C450I	46097206 150.85
	KONICA MINOLTA \$	150.85
ACH	RDO EQUIPMENT COMPANY PUMP	P9147635 130.26
	RDO EQUIPMENT COMPANY \$	130.26
ACH	DAVID WHEELER'S PEST CONTROL I 11/15 Pest Control Svcs 12/3 Pest Control Svcs	75019 928.00 75344 928.00
	DAVID WHEELER'S PEST CONTROL I\$	1,856.00
ACH	EGGLETON TRUCKING INC 11/26 Hauling/load-Winchester 12/02-12/12 Hauling/load-Winchester 11/25 Hauling/load-Riverside 11/25 Hauling/load-Walnut	8462 728.07 8497 4,004.36 8460 459.34 8461 503.30
	EGGLETON TRUCKING INC \$	5,695.07
ACH	VIRAMONTES EXPRESS INC 10/28-11/20/24 Biosolids Hauling Multipl 11/19-11/25/24 Biosolids Hauling-Multipl	133165 29,049.81 133227 8,558.10

Check	Payee / Description	Amount
	VIRAMONTES EXPRESS INC	\$ 37,607.91
ACH	ALLIANCE SOURCE TESTING LLC 2024 Q4 Flow Balance Testing	3,800.00
	INV455007	-
	ALLIANCE SOURCE TESTING LLC	\$ 3,800.00
ACH	Inland Empire Utilities Agency Aug 2024 O&M Charges IEUA Interco Billin SAP0824-RCOA& Aug 2024 L&B Charges IEUA Interco Billin SAP0824-RCAL&	168,502.94 395,687.25
	Inland Empire Utilities Agency\$	564,190.19
ACH	FAIRBANKS SCALES INC 11/25/24 Truck Scales Repair Svcs	1,100.07
	1707975	-
	FAIRBANKS SCALES INC	\$ 1,100.07
ACH	CINTAS CORPORATION NO 3 12/9 Scrapers, Mats, Towels & Sanis Bowl 4214011229 12/10 Uniforms, Air Fresheners, Mats Svc 4214198930	371.10 421.24
	CINTAS CORPORATION NO 3	\$ 792.34
ACH	DAVID WHEELER'S PEST CONTROL I 12/5 Pest Control Svcs	1,565.00
	75397	190.00
	12/5 Pest Control Svcs	928.00
	75291	-
	12/5 Pest Control Svcs	75344
	DAVID WHEELER'S PEST CONTROL I\$	2,683.00
ACH	SUPERIOR ELECTRIC MOTOR SERVIC Baldor Motor	3,192.08
	139678	-
	SUPERIOR ELECTRIC MOTOR SERVIC\$	3,192.08
ACH	MOFFITT MEXICO LLC Hooded Roof Fan	10,564.70
	108635	-
	MOFFITT MEXICO LLC	\$ 10,564.70
ACH	SOLAR STAR CALIFORNIA VI LLC RCA-11/24 Solar 12811 Sixth St	4,574.19
	INV-000726	-
	SOLAR STAR CALIFORNIA VI LLC	\$ 4,574.19
ACH	INLAND EMPIRE UTILITIES AGENCY 11/24 NRW Charges	5,701.17
	90038987	-
	INLAND EMPIRE UTILITIES AGENCY\$	5,701.17
ACH	APPLIED INDUSTRIAL TECHNOLOGIE MISC PNEUMATIC FILTERS	238.17
	7031109012	1,544.45
	PREMALUBE GREASE	7031119283
	APPLIED INDUSTRIAL TECHNOLOGIE\$	1,782.62
ACH	RDO EQUIPMENT COMPANY Hydraulic Oil , parts and delivery	1,506.10
	P9139435	-

Check	Payee / Description	Amount
	RDO EQUIPMENT COMPANY	\$ 1,506.10
ACH	EGGLETON TRUCKING INC 12/9 Hauling/load-Norco	8529 525.27
	EGGLETON TRUCKING INC	\$ 525.27
ACH	VIRAMONTES EXPRESS INC 11/26-12/7/24 Biosolids Hauling Multiple 133265	5,488.95
	VIRAMONTES EXPRESS INC	\$ 5,488.95
ACH	RADAR ENVIRONMENTAL INC 11/24 Monthly site survey Svcs	2986 471.45
	RADAR ENVIRONMENTAL INC	\$ 471.45
ACH	Inland Empire Utilities Agency Sep 2024 O&M Charges IEUA Interco Billin SAP0924-RCOA& Sept 2024 L&B Charges IEUA Interco Billi SAP0924-RCAL& 11/24 IEUA PCard Reimbursement 11/24 IEUA PC	198,862.87 386,897.07 804.79
	Inland Empire Utilities Agency\$	586,564.73
ACH	WAXIE SANITARY SUPPLY Paper Towels, Klenex, Hand Soap	82930610 830.46
	WAXIE SANITARY SUPPLY	\$ 830.46
ACH	SUPERIOR ELECTRIC MOTOR SERVIC Toshiba Motor	140198 3,006.95
	SUPERIOR ELECTRIC MOTOR SERVIC\$	3,006.95
ACH	U S BANK *4246044555725724 12/24	5572 5724 12/ 47,059.65
	U S BANK	\$ 47,059.65
ACH	ROCA ENGINEERING Cylinder Shafts Bushings Angle Plates	2686 1,105.29 2654 2,694.23 2655 4,958.92
	ROCA ENGINEERING	\$ 8,758.44

Grand Total Payment Amount: \$ 2,971,800.36

	Check Payee / Description		Amount
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Wire	STATE BOARD OF EQUALIZATION 7/1/24-9/30/24 State Sales/Use Tax-3rd Q 101-112048 9/		5,734.00
	STATE BOARD OF EQUALIZATION	\$	5,734.00
Wire	CALIFORNIA ASSET MANAGEMENT PR Investment in CAMP @ 5.03%	6197-001	1,000,000.00
	CALIFORNIA ASSET MANAGEMENT PR		1,000,000.00
Wire	L A I F Investment in LAIF @4.518	1762862	1,000,000.00
	L A I F	\$	1,000,000.00

Grand Total Payment Amount: \$ 2,005,734.00

**ACTION
ITEM**

2B



Date: February 3, 2025

To: Honorable Board of Directors

From: Arin Boughan
Project Manager 

Matt Bao
Assistant Project Manager

Subject: Designation of Inland Empire Regional Composting Authority Treasurer

RECOMMENDATION

Staff recommends that the Board approve the designation of Alex Lopez, Treasurer for the Inland Empire Utilities Agency, as the IERCA Treasurer.

BACKGROUND

In accordance with the JPA (Section 2.B.1), the Treasurer of IERCA shall be the Chief Financial Officer of the Inland Empire Utilities Agency (IEUA). The Board may also designate any person who is qualified to occupy the office.

The IERCA Treasurer shall be the depository and have custody of the monies of the Authority; shall draw warrants and pay demands against the Authority as approved by the Board; shall be strictly accountable for all funds and shall report all receipts and disbursements; and shall establish and maintain funds and accounts as may be required by good accounting practice.

PRIOR BOARD ACTION

On August 7, 2023, the Board approved the designation of IEUA Assistant General Manager Kristine Day as Treasurer for the IERCA.

IMPACT ON BUDGET

There is no impact on budget.

**ACTION
ITEM**

2C



Date: February 3, 2025
To: Honorable Board of Directors
From: Lisa Dye LD
IEUA Acting Assistant General Manager
Subject: Adopt Procedure for Write-Off of Uncollectable Receivables

RECOMMENDATION

Staff recommends that the Board of Directors adopt the Procedure for Write-off of Uncollectable Receivables.

BACKGROUND

The purpose of this procedure is to ensure that all reasonable diligence has been used to collect accounts receivable of the Inland Empire Regional Composting Authority's (Authority) accounts receivable and ensure the most efficient use of Authority revenue collection procedures.

The Authority actively pursues collection of past-due accounts and performs write-offs of amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the Authority's financial records does not constitute forgiveness of debt or a gift of public funds.

PROCEDURE

Government Finance Officers Association "Best Practices" provides that management of accounts receivable should include periodic write-offs to ensure that accounts receivable balances are not overstated. In accordance with generally accepted accounting principles, the Authority has established an allowance for doubtful accounts to reflect those outstanding accounts receivable balances which may not be collected. The allowance for doubtful accounts is evaluated annually or more frequently as determined necessary by the IEUA Accounting Department.

If it is determined that an accounts receivable balance is unrecoverable, and after an allowance is recorded, then a receivable may be written off and removed from the allowance for doubtful accounts after due diligence if the Authority collection procedures have been followed, as well as all reasonable means of securing payment have been exhausted, and the account remains unpaid.

Procedure for Write-Off of Uncollectable Receivables

February 3, 2025

Page 2 of 2

The request for a write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following:

- Customer name
- Customer account number
- Invoice numbers
- Invoice amounts
- Invoice due dates
- Brief description of invoices
- Criteria under which the account was deemed uncollectible; and

For each uncollectible account, a summary of collection efforts must be attached as documentation to the request to support the uncollectible account designation and substantiate that collection procedures have been followed, and that due diligence has been exercised in collection efforts.

APPROVAL AUTHORITY FOR WRITE-OFF REQUESTS

Upon receipt of a request for a write-off of accounts receivable, the IEUA Accounting Department will review the request to ensure that it is complete. Once the IEUA Accounting Department has completed their review of a request, the qualified accounts or invoices to be written-off will be presented to the appropriate authorized individual(s) for review and approval, as follows:

- The IEUA Director of Finance or IEUA Controller may approve a write-off of amounts up to \$500.00 per invoice and \$2,500.00 per account.
- Write-off amounts in excess of IEUA Director of Finance or IEUA Controller approval amounts will also go to the Board of Directors for approval.

Annually, the IEUA Accounting Department will submit an informational item listing all invoices and account balances that were written-off during the previous fiscal year.


**ACTION
ITEM**

2D



Date: February 3, 2025

To: Honorable Board of Directors

From: Alexander Lopez ^{DS}
IEUA Treasurer 

Subject: Adopt Depository Agreement and Investment Fund Signatory Resolutions

RECOMMENDATION

Staff recommends that the Board:

1. Adopt Resolution No. 2025-2-1, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawal of funds;
2. Adopt Resolution No. 2025-2-2, authorizing participation in the Local Agency Investment Fund and designating signatories for the deposit and withdrawal of funds;
3. Adopt Resolution No. 2025-2-3, authorizing investment of monies in the Los Angeles County Pooled Surplus Investment Fund; and
4. Adopt Resolution No. 2025-2-4, authorizing investment of monies in the California Asset Management Program.

BACKGROUND

The attached resolutions have been revised to reflect recent changes in the Authority's signatories.

PRIOR BOARD ACTION

On September 23, 2024, the Board adopted the depository agreement and investment fund signatory resolutions 2024-9-1, 2024-9-2, and 2024-9-3.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2025-2-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY, AUTHORIZING AND DESIGNATING SIGNATORIES OF DEPOSITORY AGREEMENTS, DEPOSITORY CARDS, DEPOSITS, TRANSFERS, CHECKS, AND WITHDRAWALS OF FUNDS

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

Section 1. Depository Agreements. The Treasurer, or Alternate Treasurer, of the Inland Empire Regional Composting Authority (“IERCA”), hereby is authorized to enter into and execute agreements for the deposit or withdrawal of IERCA funds in accounts, pursuant to California Government Code (CGC) §53600, et seq.

Section 2. Depository Cards. That the persons authorized and directed to execute depository cards for the deposit or withdrawal of funds, for all bank accounts of IERCA is designated as follows, effective, February 3, 2025:

Jon Blickenstaff	-	Chair
Shivaji Deshmukh	-	Director
Kevin Alexander	-	Alternate Director
Arin Boughan	-	Project Manager
Randy C. Lee	-	Director of Finance, IEUA
Alexander Lopez	-	Treasurer, IEUA
Paula Hooven	-	Budget Officer, IEUA

Section 3. Signing of Checks. Checks of the Inland Empire Regional Composting Authority shall be signed as follows:

a) Any check up to \$10,000 shall be signed by any one (1) person under Section 2, or with the facsimile signature of a Director listed above.

b) Any check in excess of \$10,000 shall be signed by any (2) signatories listed under Section 2, or one (1) signatory listed under Section 2 and the facsimile signature of a Director listed above.

Section 4. Intradepositary Transfers. Written authorization to transfer funds between the Authority’s accounts shall be signed by any two (2) persons listed under Section 2.

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

Section 6. Newly Issued Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. Any designated IERCA Director, The Inland Empire Regional Composting Authority Treasurer or Alternate Treasurer, or the Inland Empire Utilities Agency employees listed under Section 2 shall sign receipts for "Notices to Depository-Penalty for Early Withdrawal of Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit" covering new Deposits issued to the IERCA.

Section 7. Maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any designated IERCA Director, Treasurer, or Alternate Treasurer, or Inland Empire Utilities Agency employees listed under Section 2 shall endorse a maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit when such an endorsement is required by the issuing financial institution at redemption.

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

Section 9. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2024-9-1 is hereby rescinded in its entirety.

ADOPTED this 3rd day of February 2025.

Jon Blickenstaff
Chair

ATTEST:

Paul Hofer
Vice Chair

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Jon Blickenstaff, Board Chair of the Inland Empire Regional Composting Authority, DO HEREBY CERTIFY that the foregoing Resolution No. 2025-2-1 was duly adopted by the Board of Directors on the 3rd day of February 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jon Blickenstaff
Chair

RESOLUTION NO 2025-2-2

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 which was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer: and

WHEREAS, the Authority does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provision of Section 16429.1 of the Government Code for the purpose for investment as stated is in the best interest of the Inland Empire Regional Composting Authority (“IERCA”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the IERCA hereby authorizes the deposit and withdrawal of IERCA monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer’s Office of all banking Information provided in that regard.

BE IT FURTHER RESOLVED, that the Treasurer of the IERCA or Alternate Treasurer, the Designated IERCA Board of Directors, and Inland Empire Utilities Agency employees shall be authorized to order the deposit and withdrawal of monies in the Local Agency Investment Fund:

Jon Blickenstaff	-	Chair
Shivaji Deshmukh	-	Director
Kevin Alexander	-	Alternate Director
Arin Boughan	-	Project Manager
Randy C. Lee	-	Director of Finance, IEUA
Alexander Lopez	-	Treasurer, IEUA
Paula Hooven	-	Budget Officer, IEUA

ADOPTED AND APPROVED this 3rd day of February 2025.

Jon Blickenstaff
Chair

ATTEST:

Paul Hofer
Vice Chair

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN BERNARDINO)

I, Jon Blickenstaff, Board Chair of the Inland Empire Regional Composting Authority, DO
HEREBY CERTIFY that the foregoing Resolution No. 2025-2-2 was duly adopted by the Board
of Directors on the 3rd day of February by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jon Blickenstaff
Chair

RESOLUTION NO 2025-2-3

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING INVESTMENT OF MONIES IN THE LOS
ANGELES COUNTY POOLED SURPLUS INVESTMENT FUND**

WHEREAS, the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of California Government Code Section 5922 and Section 53601 et seq.; and

WHEREAS, the Authority does hereby find that the deposit and withdrawal of money in the Los Angeles County Pooled Surplus Investment Fund in accordance with the provision of Section 53601(p) of the California Government Code for the purpose of investment as stated is in the best interest of the Inland Empire Regional Composting Authority (“IERCA”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the IERCA hereby authorizes the deposit and withdrawal of IERCA monies in the Los Angeles County Pooled Surplus Investment Fund in accordance with the provisions of Section 53601 (p) of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED, that the Treasurer or Alternate Treasurer of the IERCA, the Designated Board of Directors, General Manager and Inland Empire Utilities Agency employees shall be authorized to order the deposit and withdrawal of monies in the Local Government Investment Pool:

Jon Blickenstaff	-	Chair
Shivaji Deshmukh	-	Director
Kevin Alexander	-	Alternate Director
Arin Boughan	-	Project Manager
Randy C. Lee	-	Director of Finance, IEUA
Alexander Lopez	-	Treasurer, IEUA
Paula Hooven	-	Budget Officer, IEUA

ADOPTED AND APPROVED this 3rd day of February 2025.

Jon Blickenstaff
Chair

ATTEST:

Paul Hofer
Vice Chair

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN BERNARDINO)

I, Jon Blickenstaff, Board Chair of the Inland Empire Regional Composting Authority, DO
HEREBY CERTIFY that the foregoing Resolution No. 2025-2-3 was duly adopted by the Board
of Directors on the 3rd day of February 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jon Blickenstaff
Chair

RESOLUTION NO 2025-2-4

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING INVESTMENT OF MONIES IN THE
CALIFORNIA ASSET MANAGEMENT PROGRAM**

WHEREAS, the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of California Government Code Section 5922 and Section 53601 et seq.; and

WHEREAS, the Authority does hereby find that the deposit and withdrawal of money in the California Asset Management Program in accordance with the provision of Section 53601(p) of the California Government Code for the purpose of investment as stated is in the best interest of the Inland Empire Regional Composting Authority (“IERCA”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the IERCA hereby authorizes the deposit and withdrawal of IERCA monies in the California Asset Management Program in accordance with the provisions of Section 53601 (p) of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED, that the Treasurer or Alternate Treasurer of the IERCA, the Designated Board of Directors, General Manager and Inland Empire Utilities Agency employees shall be authorized to order the deposit and withdrawal of monies in the California Asset Management Program:

Jon Blickenstaff	-	Chair
Shivaji Deshmukh	-	Director
Kevin Alexander	-	Alternate Director
Arin Boughan	-	Project Manager
Randy C. Lee	-	Director of Finance, IEUA
Alexander Lopez	-	Treasurer, IEUA
Paula Hooven	-	Budget Officer, IEUA

ADOPTED AND APPROVED this 3rd day of February 2025.

Jon Blickenstaff
Chair

ATTEST:

Paul Hofer
Vice Chair

**ACTION
ITEM**

2E



Date: February 3, 2025

To: Honorable Board of Directors

From: Arin Boughan 
Project Manager

Matt Bao
Assistant Project Manager

Subject: Award Contract for Compost Spreading Services

RECOMMENDATION

Staff recommends that the Board:

1. Award a contract to Holladay Ag Services for compost spreading services, for a five-year period, with the option of two one-year extensions, for a total potential contract term of seven years, for an aggregate not-to-exceed amount of \$1,050,000; and.
2. Authorize the Project Manager to finalize and execute the contract amendment; subject to non-substantive changes

BACKGROUND

The Inland Empire Regional Composting Facility (IERCF) produces approximately 19,000 cubic yards of compost per month, totaling around 230,000 cubic yards annually. IERCA provides compost spreading services to agriculture customers, which typically account for approximately 15% of the total volume produced.

The Inland Empire Regional Composting Authority (IERCA) conducted a competitive Request for Proposals (RFP) for compost spreading services across Riverside County. Despite broad outreach and adequate time for responses, Holladay Ag Services was the sole bidder. Holladay Ag Services is the current contractor providing these services for IERCA and has consistently demonstrated reliability, efficiency, and expertise in meeting operational and regulatory requirements. Their familiarity with IERCA's compost products, customer sites, and logistics ensures seamless service continuity and minimizes the risks associated with transitioning to a new provider.

In addition to supporting IERCA's operational goals, this service plays a vital role in serving our agricultural customers throughout Riverside County. By ensuring the accurate and timely application of our compost, Holladay Ag Services supports soil health, crop productivity, and sustainable farming practices in the region. This partnership directly benefits local agriculture by enhancing resource efficiency and promoting environmental stewardship.

Approving this contract with Holladay Ag Services aligns with IERCA's commitment to maintaining cost-effective and dependable compost spreading operations. Their proven performance history, combined with their specialized equipment and knowledge of regional compost application standards, positions them as the optimal choice for this critical service. Therefore, staff recommends the Board approve the contract with Holladay Ag Services to ensure uninterrupted compost distribution, continued operational excellence, and ongoing support for our agricultural partners.

PRIOR BOARD ACTION

No prior board action.

IMPACT ON BUDGET

Funds are budgeted in the IERCA FY 2024/25 budget to include the cost of the agreement.

ATTACHMENT

Attachment 1 – Contract



**CONTRACT NUMBER: 4600003572
FOR
IERCF COMPOST SPREADING AT AGRICULTURAL SITES**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2025, by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA"), and Holladay Ag Services, Inc. of Banning, California (hereinafter referred to as "Contractor") for spreading of IERCF compost at agricultural sites.

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

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

Project Manager: Marcus Coulombe
Address: 12645 Sixth Street
Rancho Cucamonga, CA 91739
Cell: (909) 664-7824
E-mail: mcoulombe@ieua.org

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

Contractor : Peter Holladay
Address: 493 Omar Street
Banning, CA 92220
Telephone: (805) 551-6841
Email: peter@holladayag.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:

- A. Amendments to Contract number 4600003572.
- B. Contract number 4600003572 General Terms and Conditions.
- C. Authority's Request for Proposal, RFP-VC-24-016, attached as Exhibit A
- D. Contractor's Proposal dated December 2, 2024, attached as Exhibit B

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:

A. Agency Scope of Work

B. Method of Inspection:

- 1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.
- 2. The Project Manager will be responsible for performance of the inspections.
- 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written cure notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

C. Cure Procedure:

- 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within **three (3)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
- 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within **ten (10)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
- 3. If the Project Manager rejects all or any part of the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

- D. The Authority may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
5. **TERM:** The initial term of this Contract is for five (5) years and shall extend from **2/3/2025**, through **2/2/2030**. Additionally, the Contractor shall agree to allow the Authority, at the Authority's sole discretion, to extend this contract up to two (2) one-year periods for a total aggregate contract term of seven (7) years.
6. **PAYMENT, INVOICING, AND COMPENSATION:**
- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Authority's Accounts Payable Department. Authority shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the work performed under this Contract, Authority shall pay Contractor's monthly invoice, for a total contract price **NOT-TO-EXCEED \$1,050,000.00** for all services satisfactorily provided during the term of this Contract.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
1. The Contract Number – 4600003572, and.
 2. The Contract Release Purchase Order Number – 4500043228
 3. The contractor **must** accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Authority.

The preferred method of receiving invoices is electronic. Contractor should submit invoices by email and such invoices shall be submitted as follows:

RCAAPGroup@ieua.org

- D. Concurrent with the submittal of the original invoice to the Authority's Accounts Payable Department, the Contractor shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing Set forth in this Contract shall be interpreted to require payment by Authority to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.

- F. Contractor may request taking advantage of the Authority's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment.
7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 5. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Authority, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, property owners or engineers under contract with the Authority shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

Inland Empire Regional Composting Authority
c/o Risk Management
P.O. Box 2470
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

9. FITNESS FOR DUTY:

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

1. Shall report to work in a manner fit to do their job.
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Authority.

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein and is not an employee of the Authority.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Authority, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

- D. Work Safety: Contract work requiring confine space entry must follow CalOSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor’s mobilization to the work site:
1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and 2. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- F. Grant Funded Projects: This is not a grant funded project. For grant-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review.
- G. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Authority, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- H. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- I. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Authority. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- J. Indemnification: Contractor shall indemnify IEUA, IERCA, their directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- K. Conflict of Interest: No official of the Authority who is authorized in such capacity and on behalf of the Authority to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- L. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status, or national origin. The Authority is committed to creating and maintaining an environment free from harassment and discrimination.
- M. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Authority's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes prior to the work starting shall be subject to resolution by the Authority Project Manager and the Contractor shall comply, pursuant to the Authority Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Authority Project Manager, they may file a written protest with the Authority Project Manager within seven (7) calendar days after receiving written notice of the Authority's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Authority Project Manager's resolution. The Authority's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Authority Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination

with respect to each protest filed with the Authority Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Authority shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Authority, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Authority shall submit to Contractor a list of five names of persons acceptable to Authority for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Authority may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Authority's representative to the Contractor.

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

O. RESERVED

P. RESERVED

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Authority retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Authority from the moment of their preparation, and the Contractor shall deliver them to the Authority whenever requested to do so by the Project Manager and/or Authority representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Authority representative.
12. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to the Authority when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of the Authority or for the performance of Work related to the Scope of Work described in this Contract.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Authority when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Authority-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which the Authority has title as directed in writing by the Project Manager and/or a designated Authority representative.
13. PROPRIETARY RIGHTS:
- A. Rights and Ownership: Authority's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Authority, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Authority.

2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Authority to have complete control of the Work, Contractor shall grant to Authority a non-exclusive, irrevocable, royalty-free license, as may be required by Authority for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Authority, all necessary licenses regarding such Proprietary Rights so as to allow Authority the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Authority.
14. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Authority: Warren T. Green
Manager of Contracts and Procurement on behalf of
Inland Empire Regional Composting Authority
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Peter Holladay
Holladay Ag Services, Inc.
493 Omar Street
Banning, CA 92220

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

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Authority, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of without the prior written consent of the Authority; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Authority shall be null, void and of no legal effect whatsoever.

16. PUBLIC RECORDS POLICY: Information made available to the Authority may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Authority's use and disclosure of its records are governed by this Act. The Authority shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Authority shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Authority is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Authority from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Authority reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Authority.
18. INTEGRATION: The Contract Documents represent the entire Contract of the Authority and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Authority and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Authority reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Authority shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.
22. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$0.00 per day, may be assessed by the Authority for each calendar day that the Contractor fails to complete the services in accordance with the contractually committed delivery schedule. Any and all Liquidated Damages assessed by the Authority will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.

- 23. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor by the Project Manager.
- 24. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 25. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE REGIONAL:
COMPOSTING AUTHORITY**

HOLLADAY AG SERVICES, INC.:

Arin Boughan (Date)
Project Manager

Peter Holladay (Date)
Owner


**ACTION
ITEM**

2F



Date: February 3, 2025

To: Honorable Board of Directors

From: Arin Boughan 
Project Manager

Matt Bao
Assistant Project Manager

Subject: Approve Contract Amendment for Compost Transportation Services–
Viramontes Express

RECOMMENDATION

Staff recommends that the Board:

1. Approve a contract amendment with Viramontes Express for finished compost transportation services, for an additional amount of \$900,000, increasing the aggregate not-to-exceed amount from \$1,900,000 to \$2,800,000; and
2. Authorize the Project Manager to finalize and execute the contract amendment, subject to non-substantive changes.

BACKGROUND

The Inland Empire Regional Composting Facility (IERCF) produces approximately 19,000 cubic yards of compost per month, totaling around 230,000 cubic yards annually. IERCA provides compost delivery services to customers, which typically account for approximately 40% of the total volume produced. While these delivery costs represent an upfront expense to the Authority, they are largely reimbursed by compost customers.

Since the initiation of the contract in 2021, the economic landscape has shifted considerably. The Consumer Price Index (CPI) has shown consistent upward trends, reflecting higher costs across key expense categories such as fuel, labor, and equipment maintenance. Specifically, diesel fuel prices have surged by approximately 33% over the past three years, directly impacting transportation service providers' operating costs. Additionally, labor costs in the transportation sector have increased due to heightened demand and workforce shortages.

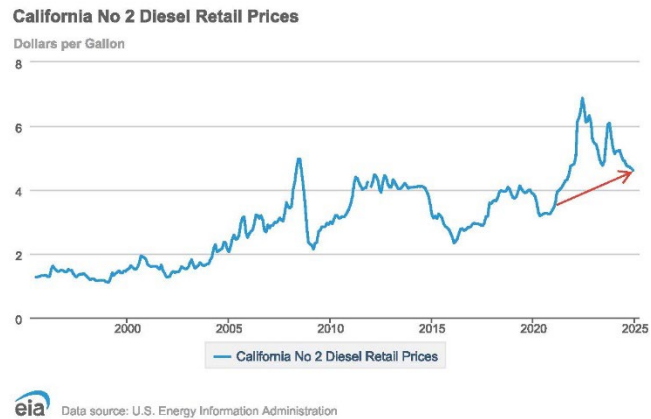


Chart 1: Fuel Price Increase per Gallon

These market dynamics have created an environment where contractors are unable to maintain prior pricing structures without exercising fuel surcharges per contractual terms.

Furthermore, industry benchmarks indicate a 16% average increase in transportation service rates starting in 2021, reinforcing the need for an adjustment to our existing contract amount. (U.S. Department of Transportation, Bureau of Transportation Statistics, n.d.)

The requested increase in the not-to-exceed amount will ensure uninterrupted transportation of finished compost, maintaining operational throughput goals and regulatory requirements. It will also support our commitment to fiscal responsibility by aligning contract funding with current market realities.

PRIOR BOARD ACTION

Previous Board Actions were taken jointly with the Eggleton Trucking contract and amendment.

On May 3, 2021, the IERCA Board awarded a contract for compost transportation services to Viramontes Express for a not-to-exceed aggregate amount of \$1,750,000 for a five-year period, with the option of two one-year extensions.

On November 7, 2022, the IERCA Board approved a contract amendment for an additional amount of \$150,000, increasing the not-to-exceed aggregate amount to \$1,900,000.

IMPACT ON BUDGET

Funds are budgeted in the IERCA FY 2024/25 budget to include the cost of the contract amendment.

ATTACHMENTS

- Attachment 1 – Contract Amendment
- Attachment 2 - Contract



**CONTRACT AMENDMENT NUMBER: 4600003029-003
FOR
FINISHED COMPOST TRANSPORTATION SERVICES**

THIS CONTRACT AMENDMENT THREE is made and entered into this _____ day of _____, 2025 by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA") and Viramontes Express, Inc., of Corona, California (hereinafter referred to as "Supplier"), and shall revise the contract as follows:

REVISE SECTION 6, PAYMENT, INVOICING AND COMPENSATION:

As compensation for the satisfactory performance of the work required under Contract Amendment Number 4600003029-003, Authority shall pay Contractor, in accordance with the properly issued, and approved, invoices, processed in accordance with the payment provisions of Section 6, Contract Number 4600003029.

The value of this amendment is **\$900,000**

The NOT-TO-EXCEED value of Contract Number 4600003029 shall be increased to **\$2,800,000.00**.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

**INLAND EMPIRE REGIONAL
COMPOSTING AUTHORITY:**

VIRAMONTES EXPRESS, INC.:

Arin Boughan (Date)
Project Manager

Henry Viramontes (Date)
President



**CONTRACT NUMBER 460003029
FOR
FINISHED COMPOST TRANSPORTATION SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 3rd day of May, 2021, by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA"), and Viramontes Express, Inc., of Corona, California (hereinafter referred to as "Contractor"), for the provision of Finished Compost Transportation Services for the delivery of products produced at the Inland Empire Regional Composting Facility (IERCF), owned and operated by IERCA.

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

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

Project Manager: Jeff Ziegenbein
Address: 12645 Sixth Street
Rancho Cucamonga, CA 91739
Telephone: (909) 993-1981
Facsimile: (909) 993-1879
E-mail: jziegenb@ieua.org
Cell: (951) 240-8214

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

Contractor: Henry Viramontes, President
Company Name: Viramontes Express, Inc.
Address: 17130 Hellman Avenue
Corona, CA, 92880
Telephone: 909-597-7232
Facsimile: 909-597-6473
E-mail: ViramontesXpress@msn.com
Cell: 951-712-9712

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
 1. Amendments to Contract number 4600003029.
 2. Contract number 4600003029 General Terms and Conditions.
 3. IERCA's RFP-HD-21-002, attached as Exhibit A.
 4. Contractor's Proposal Dated March 25, 2021, attached as Exhibit B.

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities will consist of the provision of transportation and delivery services including, but shall not be limited to:
 - A. The Contractor's services and responsibilities shall be in accordance with IERCA's Request for Proposal, dated March 9, 2021, (see Exhibit A) and Contractor's Proposal dated March 25, 2021, (see Exhibit B) which are both incorporated herein and made a part hereof by this reference.
 - B. Contractor shall provide Authority with a proposed Schedule of Work and Services, documenting the anticipated completion of the work. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. Through the duration of this contract, IERCA and Contractor may identify additional Work, suitable to Contractor capabilities, which on a "time and material" basis, shall be reduced to writing, signed by both parties, and amended to this contract.
 - D. Method of Inspection:
 1. Work performed under this Contract may be required to undergo routine inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written cure notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
 - E. Cure Procedure:
 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within four (4) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within fourteen (14) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

3. If the Project Manager rejects all or any part of the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- F. The Authority may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
5. **TERM:** The term of this Contract shall extend from the date of the full execution of the contract, and terminate June 30, 2026, for a five-year term, with two one-year renewal options; unless agreed to by both parties, reduced to writing, and amended to this Contract. The Contractor will provide services for the firm-fixed hauling rates provided in their proposal (see Exhibit B) for the first two years (24 months) of the contract. After the initial two-year firm-fixed-price period, the Contractor may request a fee modification calculated in accordance with a Consumer Price Index (CPI), as described, in Section 6, below.
6. **PAYMENT, INVOICING, AND COMPENSATION:**
 - A. The Contractor must submit all invoices electronically to APGroup@ieua.org not more than once per month, during the term of this Contract. The electronically submitted invoices are processed for IERCA by the Accounts Payable Department at the Inland Empire Utilities Agency (Agency). Authority shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
 - B. As compensation for the work performed under this Contract, Authority shall pay Contractor's monthly invoice, for a total contract price NOT-TO-EXCEED **\$1,250,000** for all services satisfactorily provided during the five-year term of Contract. If both optional extensions are implemented, the NOT-TO-EXCEED contract total could increase to **\$1,750,000**.
 - C. **Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:**
 1. **The Contract Number – 4600003029, and;**
 2. **The Contract Release Purchase Order Number – 4500037892**
 3. **Contractor must submit invoice by email only to APGroup@ieua.org**
 4. **Contractor must accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency.**

The Contractor, submitting an invoice by email, shall follow the instructions below:

To: APGroup@ieua.org
Scan the invoice as a PDF file.
Scan supporting documentation,
Attach the scanned files to an email.

- D. Concurrent with the submittal of the original invoice to the Authority's Accounts Payable Department, the Contractor shall forward (via email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing Set forth in this Contract shall be interpreted to require payment by Authority to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Commencing on June 20, 2023, and continuing each June, 20th thereafter, the Contractor may propose modifications to the prices provided in the Price Schedule, within Exhibit B, of this contract. The Hauling Fee Schedule may be revised, plus or minus, by a sum equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), within the Los Angeles-Anaheim-Riverside, California index area. The basis for computing the adjustment to the contract prices shall reflect the percentage change for the twelve-month period from May to May, starting with the period of May, 2022, to/through May, 2023, and continuing every twelve months thereafter. Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposed Price Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.

In the event the CPI-U is changed so that the base period differs from 1982-84=100, then the index applied, as provided for above, shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI-U is discontinued or revised, such other government index or computation with which it is replaced shall be used to obtain, substantially, the same results as would have been obtained if the CPI-U had not been discontinued or revised.

- G. In the event the price of the fuel (used by the Contractor) increases in cost during the term of the contract; the Contractor may implement a Fuel Surcharge calculation to the fee shown in the initial Proposed Price Schedule. The Fuel Surcharge shall be calculated in accordance with the Table shown in Exhibit C, attached hereto, and made a part hereof with this reference.

- H. Contractor may request taking advantage of the Authority's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; Contractor may propose, and the Authority may accept, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Authority's APGroup@ieua.org email address.
7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services. To maintain the IERCF production schedule and the finished compost delivery schedule, IERCF staff reserve the right to assign compost product delivery services to alternate compost transport companies.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- D. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- E. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials,

employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. Commercial General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Authority a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Authority by virtue of the payment of any loss under such

insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

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

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

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

Inland Empire Regional Composting Authority
Attn: Angela Witte
P.O. Box 2470
Chino Hills, CA 91709-2470

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor/broker to submit all required insurance certificates and endorsements electronically to Angela Witte at awitte@ieua.org

9. FITNESS FOR DUTY:

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

1. Shall report to work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Authority.

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

E. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Authority.

F. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Authority, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

G. Work Safety: Contract work may require confine space entry. Contractor must follow CalOSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IERCA/IEUA, for approval, prior to the Contractor's mobilization to the work site:

1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and, 2. A written plan that includes; identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.

- H. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- I. Grant Funded Projects: **This is/is not a grant funded project.**
- J. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Authority, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- K. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- L. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Authority. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- M. Indemnification: Contractor shall indemnify IEUA, IERCA, their directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- N. Conflict of Interest: No official of the Authority who is authorized in such capacity and on behalf of the Authority to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- O. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Authority is committed to creating and maintaining an environment free from harassment and discrimination.

P. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Authority's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes prior to the work starting shall be subject to resolution by the Authority Project Manager and the Contractor shall comply, pursuant to the Authority Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Authority Project Manager, they may file a written protest with the Authority Project Manager within seven (7) calendar days after receiving written notice of the Authority's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Authority Project Manager's resolution. The Authority's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Authority Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Authority Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Authority shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

- b. In the event that none of the names submitted by Contractor are acceptable to Authority, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Authority shall submit to Contractor a list of five names of persons acceptable to Authority for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- 4. Association in Mediation/Arbitration: The Authority may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Authority's representative to the Contractor.
- Q. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- 11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Authority retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Authority from the moment of their preparation, and the Contractor shall deliver them to the Authority whenever requested to do so by the Project Manager and/or Authority representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Authority representative.
- 12. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to the Authority when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled

access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of the Authority or for the performance of Work related to the Scope of Work described in this Contract.

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

13. PROPRIETARY RIGHTS:

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

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

Authority: Warren T. Green
Manager of Contracts, Procurement & Risk Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Henry Viramontes, President
Viramontes Express, Inc.
17130 Hellman Avenue
Corona, California 92880

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


15. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Authority, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Authority; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Authority shall be null, void and of no legal effect whatsoever.
16. **PUBLIC RECORDS POLICY**: Information made available to the Authority may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Authority's use and disclosure of its records are governed by this Act. The Authority shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Authority shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Authority is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Authority from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. **RIGHT TO AUDIT**: The Authority reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Authority.

- 18. **INTEGRATION:** The Contract Documents represent the entire Contract of the Authority and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Authority and the Contractor.
- 19. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
- 20. **TERMINATION FOR CONVENIENCE:** The Authority reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Authority shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
- 21. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 22. **NOTICE TO PROCEED:** No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor by the Project Manager.
- 23. **AUTHORITY TO EXECUTE CONTRACT:** The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 24. **DELIVERY OF DOCUMENTS:** The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

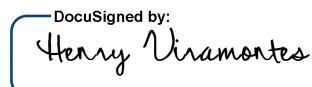
The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY:

VIRAMONTES EXPRESS, INC.:

DocuSigned by:

07A466279AD84A5...
 Jeff Ziegenbein
 Project Manager

5/3/2021
 (Date)

DocuSigned by:

674D76B574C54BC...
 Henry Viramontes
 President

4/21/2021
 (Date)




**ACTION
ITEM**

2G



Date: February 3, 2025

To: Honorable Board of Directors

From: Arin Boughan 
Project Manager

Matt Bao
Assistant Project Manager

Subject: Approve Contract Amendment for Compost Transportation Services–
Eggleton Trucking

RECOMMENDATION

Staff recommends that the Board:

1. Approve a contract amendment with Eggleton Trucking for finished compost transportation services, for an additional amount of \$900,000, increasing the aggregate not-to-exceed amount from \$1,900,000 to \$2,800,000; and
2. Authorize the Project Manager to finalize and execute the contract amendment, subject to non-substantive changes.

BACKGROUND

The Inland Empire Regional Composting Facility (IERCF) produces approximately 19,000 cubic yards of compost per month, totaling around 230,000 cubic yards annually. IERCA provides compost delivery services to customers, which typically account for approximately 40% of the total volume produced. While these delivery costs represent an upfront expense to the Authority, they are largely reimbursed by compost customers.

Since the initiation of the contract in 2021, the economic landscape has shifted considerably. The Consumer Price Index (CPI) has shown consistent upward trends, reflecting higher costs across key expense categories such as fuel, labor, and equipment maintenance. Specifically, diesel fuel prices have surged by approximately 33% over the past three years, directly impacting transportation service providers' operating costs. Additionally, labor costs in the transportation sector have increased due to heightened demand and workforce shortages.

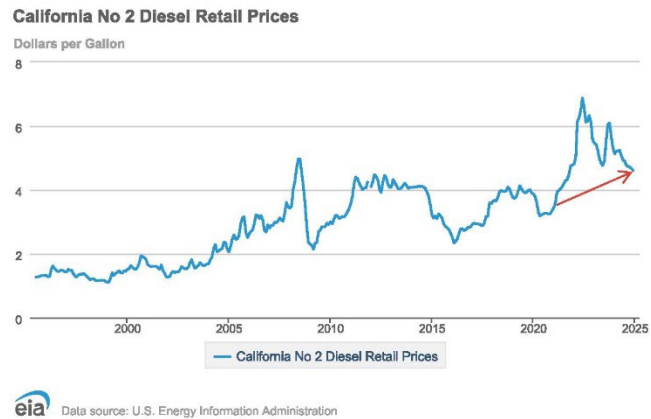


Chart 1: Fuel Price Increase per Gallon

These market dynamics have created an environment where contractors are unable to maintain prior pricing structures without exercising fuel surcharges per contractual terms.

Furthermore, industry benchmarks indicate a 16% average increase in transportation service rates starting in 2021, reinforcing the need for an adjustment to our existing contract amount. (U.S. Department of Transportation, Bureau of Transportation Statistics, n.d.)

The requested increase in the not-to-exceed amount will ensure uninterrupted transportation of finished compost, maintaining operational throughput goals and regulatory requirements. It will also support our commitment to fiscal responsibility by aligning contract funding with current market realities.

PRIOR BOARD ACTION

Previous Board Actions were taken jointly with the Viramontes Express contract and amendment.

On May 3, 2021, the IERCA Board awarded a contract for compost transportation services to Eggleton Trucking for a not-to-exceed aggregate amount of \$1,750,000 for a five-year period, with the option of two one-year extensions.

On November 7, 2022, the IERCA Board approved a contract amendment for an additional amount of \$150,000, increasing the not-to-exceed aggregate amount to \$1,900,000.

IMPACT ON BUDGET

Funds are budgeted in the IERCA FY 2024/25 budget to include the cost of the contract amendment.

ATTACHMENTS

Attachment 1 – Contract Amendment

Attachment 2 - Contract



**CONTRACT AMENDMENT NUMBER: 4600003030-003
FOR
FINISHED COMPOST TRANSPORTATION SERVICES**

THIS CONTRACT AMENDMENT THREE is made and entered into this _____ day of _____, 2025 by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA") and Eggleton Trucking, Inc., of Temecula, California (hereinafter referred to as "Supplier"), and shall revise the contract as follows:

REVISE SECTION 6, PAYMENT, INVOICING AND COMPENSATION:

As compensation for the satisfactory performance of the work required under Contract Amendment Number 4600003030-003, Authority shall pay Contractor, in accordance with the properly issued, and approved, invoices, processed in accordance with the payment provisions of Section 6, Contract Number 4600003030.

The value of this amendment is **\$900,000**

The NOT-TO-EXCEED value of Contract Number 4600003030 shall be increased to **\$2,800,000.00**.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

**INLAND EMPIRE REGIONAL
COMPOSTING AUTHORITY:**

EGGLETON TRUCKING, INC.:

Arin Boughan (Date)
Project Manager

Dan Eggleton (Date)
President



**CONTRACT NUMBER 4600003030
FOR
FINISHED COMPOST TRANSPORTATION SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 3rd day of May, 2021, by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA"), and Eggleton Trucking, Inc., of Temecula, California (hereinafter referred to as "Contractor"), for the provision of Finished Compost Transportation Services for the delivery of products produced at the Inland Empire Regional Composting Facility (IERCF), owned and operated by IERCA.

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

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

Project Manager: Jeff Ziegenbein, Project Manager
Address: 12645 Sixth Street
Rancho Cucamonga, CA 91739
Telephone: (909) 993-1981
Facsimile: (909) 993-1879
E-mail: jziegenb@ieua.org
Cell: (951) 240-8214

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

Contractor: Dan Eggleton, President
Company Name: Eggleton Trucking, Inc.
Address: 30731 Doral Court
Temecula, California 92592
Telephone: (951) 551-5313
Facsimile: (951) 308-1403
E-mail: etinc@mac.com
Cell: (951) 536-8185

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
 1. Amendments to Contract number 4600003030.
 2. Contract number 4600003030 General Terms and Conditions.
 3. IERCA's RFP-HD-21-002, attached as Exhibit A.
 4. Contractor's Proposal Dated March 25, 2021, attached as Exhibit B.

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities will consist of the provision of transportation and delivery services including, but shall not be limited to:
 - A. The Contractor's services and responsibilities shall be in accordance with IERCA's Request for Proposal, dated March 9, 2021, (see Exhibit A) and Contractor's Proposal dated March 25, 2021, (see Exhibit B) which are both incorporated herein and made a part hereof by this reference.
 - B. Contractor shall provide Authority with a proposed Schedule of Work and Services, documenting the anticipated completion of the work. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. Through the duration of this contract, IERCA and Contractor may identify additional Work, suitable to Contractor capabilities, which on a "time and material" basis, shall be reduced to writing, signed by both parties, and amended to this contract.
 - D. Method of Inspection:
 1. Work performed under this Contract may be required to undergo routine inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written cure notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
 - E. Cure Procedure:
 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within four (4) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within fourteen (14) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

3. If the Project Manager rejects all or any part of the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

- F. The Authority may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.

5. **TERM:** The term of this Contract shall extend from the date of the full execution of the contract, and terminate June 30, 2026, for a five-year term, with two one-year renewal options; unless agreed to by both parties, reduced to writing, and amended to this Contract. The Contractor will provide services for the firm-fixed Hauling Fees provided in their proposal (see Exhibit B) for the first two years (24 months) of the contract. After the initial two-year firm-fixed-price period, the Contractor may request a fee modification calculated in accordance with a Consumer Price Index (CPI), as described, in Section 6, below.

6. **PAYMENT, INVOICING, AND COMPENSATION:**
 - A. The Contractor must submit all invoices electronically to APGroup@ieua.org not more than once per month, during the term of this Contract. The electronically submitted invoices are processed for IERCA by the Accounts Payable Department at the Inland Empire Utilities Agency (Agency). Authority shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

 - B. As compensation for the work performed under this Contract, Authority shall pay Contractor's monthly invoice, for a total contract price NOT-TO-EXCEED \$1,250,000 for all services satisfactorily provided during the five-year term of Contract. If both optional extensions are implemented, the NOT-TO-EXCEED contract total could increase to \$1,750,000.

 - C. **Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:**
 1. **The Contract Number – 4600003030, and;**
 2. **The Contract Release Purchase Order Number – 4500037891**
Contractor must submit invoice by email only to
APGroup@ieua.org
 3. **Contractor must accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency.**

The Contractor, submitting an invoice by email, shall follow the instructions below:

To: APGroup@ieua.org
Scan the invoice as a PDF file.
Scan supporting documentation,
Attach the scanned files to an email.

- D. Concurrent with the submittal of the original invoice to the Authority's Accounts Payable Department, the Contractor shall forward (via email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing Set forth in this Contract shall be interpreted to require payment by Authority to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Commencing on June 20, 2023, and continuing each June, 20th thereafter, the Contractor may propose modifications to the prices provided in the Price Schedule, within Exhibit B, of this contract. The Price Schedule for Hauling Services may be adjusted, plus or minus, by a sum equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), within the Los Angeles-Anaheim-Riverside, California index area. The basis for computing the revision of the Hauling Fee shall reflect the percentage change for the twelve-month period from May to May, starting with the period of May, 2022, to/through May, 2023, and continuing every twelve months thereafter. Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposed Price Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.

In the event the CPI-U is changed so that the base period differs from 1982-84=100, then the index applied, as provided for above, shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI-U is discontinued or revised, such other government index or computation with which it is replaced shall be used to obtain, substantially, the same results as would have been obtained if the CPI-U had not been discontinued or revised.

- G. In the event the price of the fuel (used by the Contractor) increases in cost during the term of the contract; the Contractor may implement a Fuel Surcharge calculation to the fee shown in the initial Proposed Price Schedule. The Fuel Surcharge shall be calculated in accordance with the Table shown in Exhibit C, attached hereto, and made a part hereof with this reference.

- H. Contractor may request taking advantage of the Authority's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; Contractor may propose, and the Authority may accept, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Authority's APGroup@ieua.org email address.
7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services. To maintain the IERCF production schedule and the finished compost delivery schedule, IERCF staff reserve the right to assign compost product delivery services to alternate compost transport companies.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- D. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- E. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials,

employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. Commercial General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Authority a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Authority by virtue of the payment of any loss under such

insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

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

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

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

Inland Empire Regional Composting Authority
Attn: Angela Witte
P.O. Box 2470
Chino Hills, CA 91709-2470

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor/broker to submit all required insurance certificates and endorsements electronically to Angela Witte at awitte@ieua.org

9. FITNESS FOR DUTY:

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

1. Shall report to work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Authority.

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

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

E. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Authority.

F. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Authority, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

G. Work Safety: Contract work may require confine space entry. Contractor must follow CalOSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IERCA/IEUA, for approval, prior to the Contractor's mobilization to the work site:

1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and, 2. A written plan that includes; identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.

- H. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- I. Grant Funded Projects: **This is/is not a grant funded project.**
- J. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Authority, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- K. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- L. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Authority. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- M. Indemnification: Contractor shall indemnify IEUA, IERCA, their directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- N. Conflict of Interest: No official of the Authority who is authorized in such capacity and on behalf of the Authority to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- O. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Authority is committed to creating and maintaining an environment free from harassment and discrimination.

P. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Authority's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes prior to the work starting shall be subject to resolution by the Authority Project Manager and the Contractor shall comply, pursuant to the Authority Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Authority Project Manager, they may file a written protest with the Authority Project Manager within seven (7) calendar days after receiving written notice of the Authority's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Authority Project Manager's resolution. The Authority's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Authority Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Authority Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Authority shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.

- b. In the event that none of the names submitted by Contractor are acceptable to Authority, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Authority shall submit to Contractor a list of five names of persons acceptable to Authority for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Authority may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Authority's representative to the Contractor.
- Q. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Authority retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Authority from the moment of their preparation, and the Contractor shall deliver them to the Authority whenever requested to do so by the Project Manager and/or Authority representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Authority representative.
12. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to the Authority when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled

access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of the Authority or for the performance of Work related to the Scope of Work described in this Contract.

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

13. PROPRIETARY RIGHTS:

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

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

Authority: Warren T. Green
Manager of Contracts, Procurement & Risk Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Dan Eggleton, President
Eggleton Trucking, Inc.
30731 Doral Court
Temecula, California 92592

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


15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Authority, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Authority; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Authority shall be null, void and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Authority may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Authority's use and disclosure of its records are governed by this Act. The Authority shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Authority shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Authority is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Authority from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Authority reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Authority.

- 18. **INTEGRATION:** The Contract Documents represent the entire Contract of the Authority and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Authority and the Contractor.
- 19. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
- 20. **TERMINATION FOR CONVENIENCE:** The Authority reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Authority shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
- 21. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 22. **NOTICE TO PROCEED:** No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor by the Project Manager.
- 23. **AUTHORITY TO EXECUTE CONTRACT:** The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 24. **DELIVERY OF DOCUMENTS:** The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

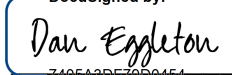
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY:

EGGLETON TRUCKING, INC.:

DocuSigned by:

07A466279AD84A5...
 Jeff Ziegenbein
 Project Manager

5/3/2021

 (Date)

DocuSigned by:

7405A3DF79D0454...
 Daniel Eggleton
 President

4/21/2021


 (Date)



INFORMATION
ITEM

3A



Date: February 3, 2025
To: Honorable Board of Directors
From: Arin Boughan 
Project Manager
Subject: Project Manager's Report

RECOMMENDATION

This is an information item for the Board to receive and file.

Recruitment

The IERCF is currently recruiting for one position: Compost Operator. We celebrate the internal promotion of Henry Munoz to Senior Compost Operations and Maintenance Technician.

Operations

The Inland Empire Regional Composting Facility (IERCF) maintained maximum daily throughput levels up to 650 wet tons of biosolids and up to 300 wet tons of amendments.

The IERCF is on track to meet its fiscal year inbound biosolids target of 148,500 wet tons. During the first half of 2024/2025 fiscal year, the facility processed 74,344.41 tons of biosolids, representing 50.1% of our targeted annual throughput.

Since the last update, the IERCF staff has:

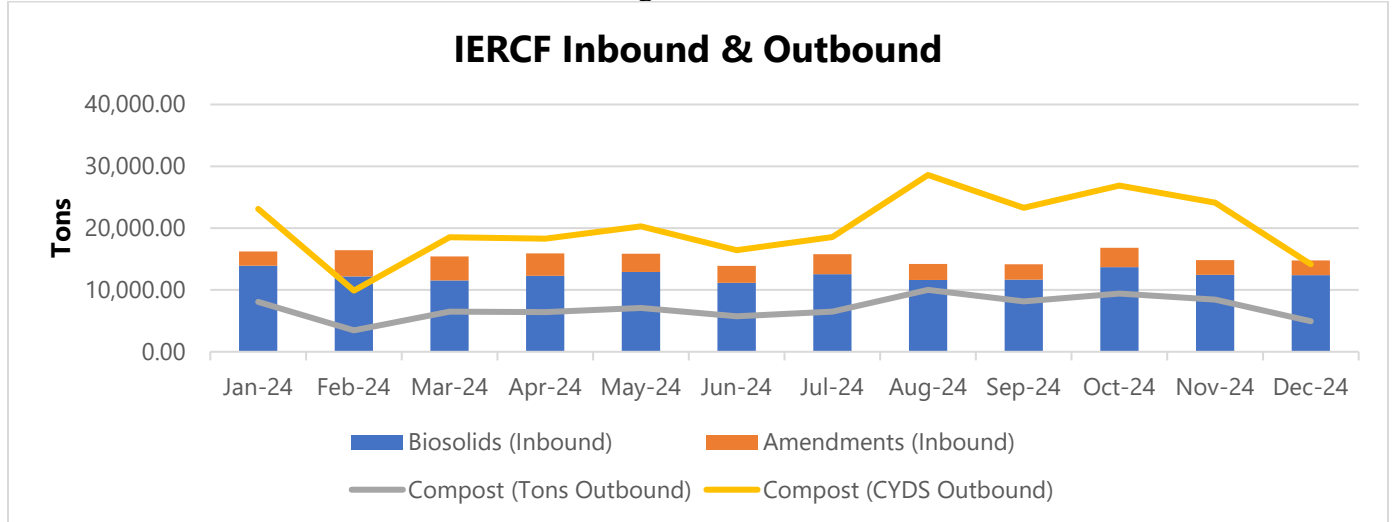
- Maintained throughput and revenue targets for the first six months of the 2024/2025 fiscal year.
- Maintained compost sales volumes aligning with production volumes.
- Surpassed 1,175 days (over three years) without any recordable or lost time incidents.

Table 1: Provides a summary of material processed during the current Fiscal Year (July 1, 2024 – December 31, 2024), the same period in the previous Fiscal Year (2023/2024), and the cumulative totals since the facility's start-up in April 2007 through December 31, 2024.

Table 1: Process summary

	FY 2024/25	FY 2023/24	2007-2024
Biosolids Processed (wet tons)	74,344	75,737	2,441,041
Amendments Processed (wet tons)	16,223	10,690	872,183
Compost Sold (cubic yards)	135,603	95,571	3,787,678

Chart 1: 12 months’ Inbound & Outbound Tonnage

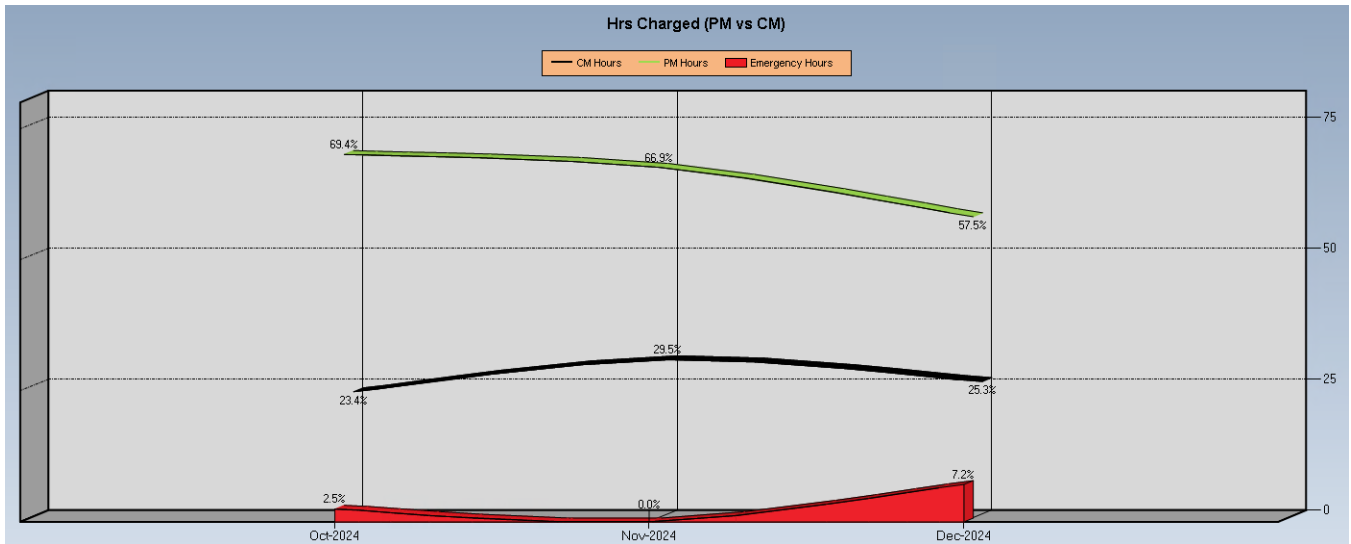


Maintenance/Asset Management

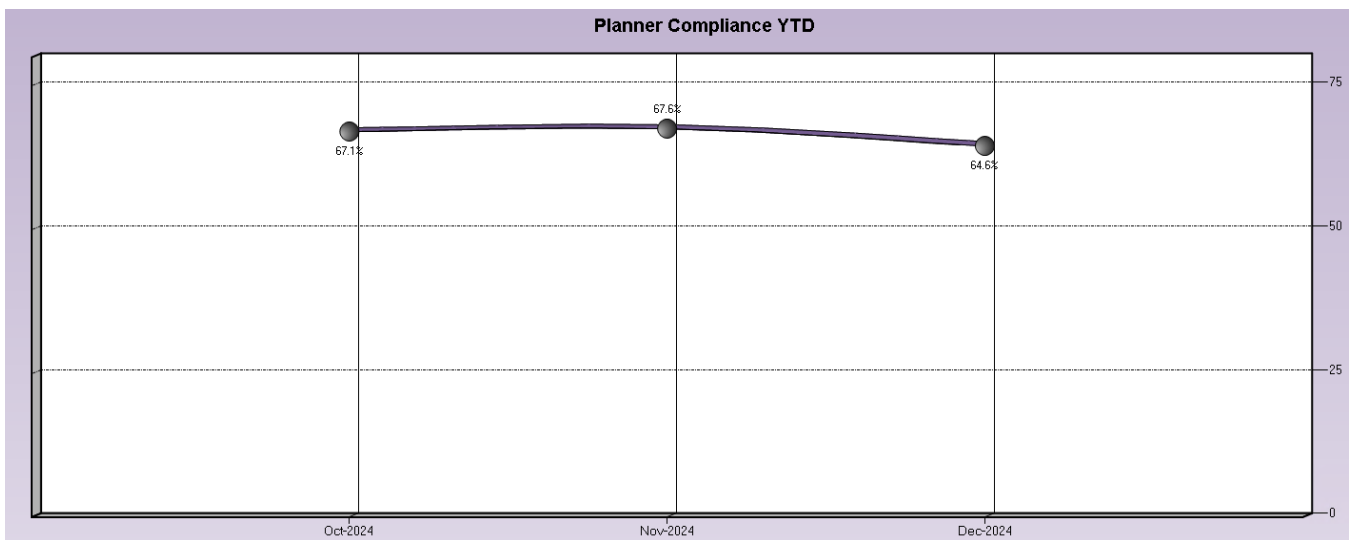
The Maintenance Department has been dedicated to ensuring the reliable and efficient operation of all equipment and infrastructure while minimizing downtime. Staff remained focused on key areas including preventative maintenance, corrective repairs, upgrades where possible, safety, and compliance. The team successfully completed scheduled maintenance checks on all conveyance systems, ensuring optimal performance, and conducted regular inspections and servicing of electrical systems to minimize downtime.

Safety and compliance remained a top priority, with safety tailgates, safety policy review, and equipment inspections conducted to ensure adherence to all safety regulations. Management is equally committed to the continuous training and professional development of IERCF staff, offering programs to keep them updated on the latest maintenance technologies, safety protocols, and encouraging participation in certification courses to support specialized skills. Maintenance staff also actively engage in training opportunities, including CPR, confined space entry, and fall protection, whenever available.

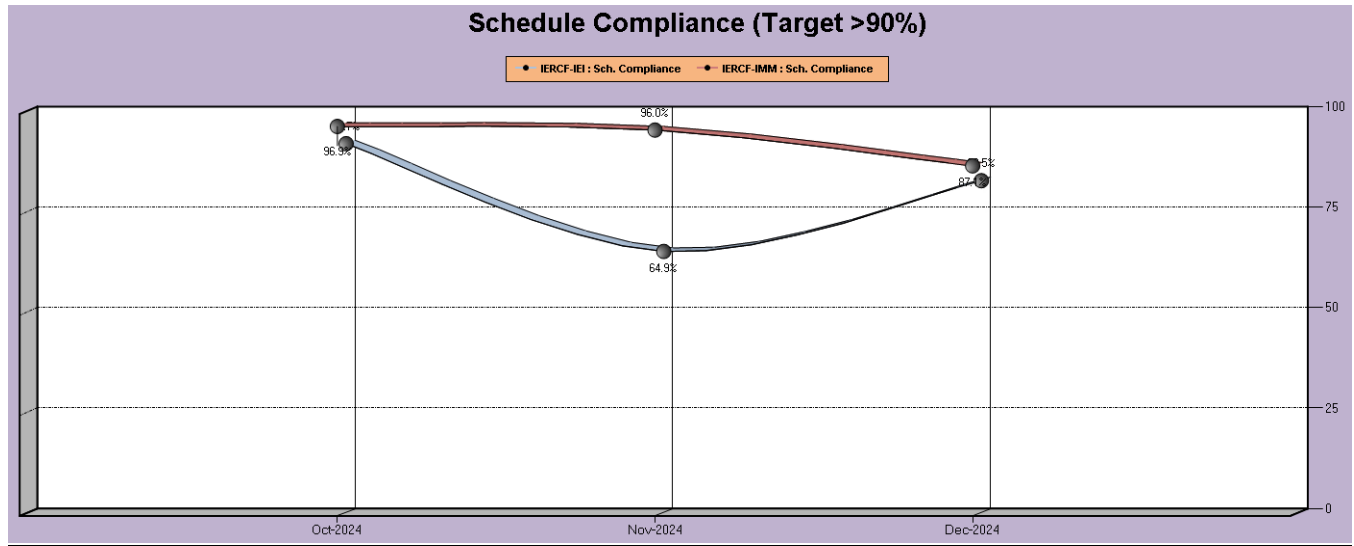
Corrective Maintenance & Preventive Maintenance Comparison – Preventative maintenance aims to prevent equipment failure and prolong the lifespan of equipment, while corrective maintenance aims to fix equipment that has failed or is no longer functioning properly. Preventative maintenance is a proactive approach that is performed on a regular basis, while corrective maintenance is a reactive approach that is performed when something has gone wrong. Maintenance staff are continually monitoring this data for our facility and compare it with industry Best Management Practices. Planning strategies are adjusted as needed based on information received.



Planner Compliance – Planner compliance percentage is a measurement that allows Maintenance Staff to monitor and identify areas where improvements can be made to increase efficiency and effectiveness while ensuring that all work is carried out safely.



Schedule Compliance - Maintenance schedule compliance monitors the percentage to which maintenance activities are being performed according to a predetermined schedule. Compliance with the maintenance schedule is critical because it ensures that equipment is properly maintained and in good working condition. Monitoring schedule compliance will help to prevent breakdowns and unplanned downtime as well as extending the useful life of equipment while reducing the overall cost of ownership.



Capital Projects

- **IERCF Server Replacement** – New server equipment has been successfully installed, and the IT group is currently updating firmware to complete the transition.
- **Variable Frequency Drive (VFD) Replacement** – VFD drive units have been purchased and are being installed as they are received.
- **Fire System Post Indicator Valve (PIV) Replacement** – Three PIV units have been installed. Project is complete, on time and under budget.
- **Roof Fan Replacement** – Two fans have been acquired for testing to determine if they meet the facility’s needs. Our existing fans are outdated and no longer in production.
- **IERCF Active Hopper Replacement** – Rock Systems has been selected to design and construct the replacement Active Hopper. Design discussions are currently underway, with the completed hopper scheduled for delivery in May 2025.
- **Biofilter Replacement** – The contract was awarded to Agricultural Soil Products. The biofilter replacement project will start at the beginning of February.

Operations and Maintenance Projects

- **CURG Row 9 Roof Column Repair** – A contractor has been awarded, with work scheduled to begin on January 28, 2025.

Outreach and Tours

The IERCF marketing activities and community outreach efforts not only strengthen our relationships with the community and industry but also enhance our brand visibility and commitment to sustainable practices.

Sales and Marketing Report

California Senate Bill 1383 (SB1383), which focuses on reducing organic waste and methane emissions, continues to influence strategic planning. Staff remain dedicated to educating stakeholders and promoting compost procurement as an essential component of meeting state requirements. STA Certified Premium SoilPro Compost has consistently outperformed competitors across various markets, reinforcing a strong leadership position.

In the second quarter of the Fiscal Year, over 65,000 cubic yards of compost were sold, with a significant return to landscape and bulk material supply customers. The contractual customer base continues to grow, accompanied by increasing sales volumes into the fall months. Throughput goals are being met while successfully fulfilling customer demand. All compost produced has been sold, with no excess inventory, demonstrating the strength of the supply chain and customer relationships in achieving sales goals and deadlines.

These accomplishments highlight a continued focus on quality, customer engagement, and regulatory compliance. As SB1383's impact evolves, the IERCF is well-positioned to leverage emerging opportunities with local municipalities and compost consumers.



Storage Tent Empty



School Field Renovation with Compost



Wheat Field Planted

Table 2: Summary of monthly sales and revenue

MONTH	TOTAL YARDS 2024/2025	TOTAL YARDS 2023/2024	TOTAL REVENUE 2024/2025	TOTAL REVENUE 2023/2024
October	26,897.61	17,446.96	\$35,441.31	\$31,807.97
November	24,112.87	13,102.74	\$48,904.41	\$28,281.29
December	14,148.17	12,679.55	\$28,455.29	\$25,285.12
TOTAL	65,158.65	43,229.25	\$112,801.01	\$85,374.38
AVERAGE	21,719.55	14,409.75	\$37,600.34	\$28,458.13

AGING REPORT

Description	Current	1 - 30 days	31 - 60 days	61 - 90 days	91 to 120 days	121 days and above	Total
Amount	\$572,391.78	\$9,205.90	\$54,301.64	\$8,822.18	\$18,774.36	\$196,341.43	\$859,837.29
# of Invoices	38	2	15	7	6	116	184
# of Customers	38	2	18	6	6	29	63

PRIOR BOARD ACTION


None.

IMPACT ON BUDGET

None.

INFORMATION
ITEM

3B



Air Quality Compliance Update: Feb 2023 Source Test

Sarah Recinto
Senior Associate Engineer
February 3, 2025

2 IERCF Biennial Biofilter Source Test

- SCAQMD Permit conditions:
 - Minimum control efficiency: 80%
 - Monthly maximum emissions:
 - VOC = 5,052 lbs
 - NH₃ = 1,584 lbs
- February 2023: Did not meet mass emission limits and minimum VOC removal efficiency
- December 2023 (Re-test): Met both mass emission limits and removal efficiencies



3 November 2024 SCAQMD Issued Notice of Violation (NOV) for Failed Source Test



- Failed to demonstrate compliance with biofilter maximum emissions and control efficiency
- Failed to maintain and operate equipment to ensure proper operation and ensure compliance with all emission limits
- Failed to provide source test protocol no later than 60 days before proposed source test date and failed to provide source test report no later than 60 days after conducting source test
- Title V Permit, Section K, Failed to comply with all regulatory requirements and all permit terms and conditions

4 Next Steps...



- Continue to receive legal consultation from Curtis Coleman (former SCAQMD General Counsel)
- Prepare advanced written response to SCAQMD Legal
- Await further communication from SCAQMD Legal



Questions?



@IEUAWater

ieua.org

These materials have not been prepared with a view to informing an investment decision in any of the Agency's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Agency's bonds, notes or other obligations.

Biosolids & Composting: PFAS 'Forever Chemical' Challenges

IERCF Board Presentation

Maile Lono-Batura, Director of Renewable Resource Programs

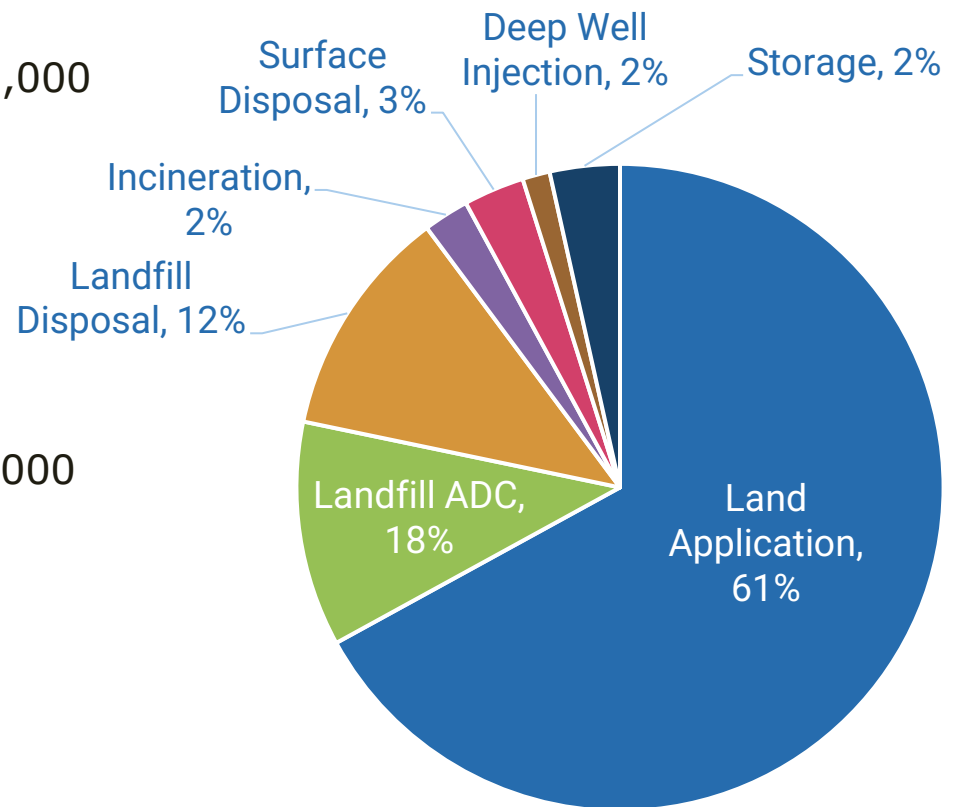
February 3, 2025



California Biosolids Management: 2023

■ Total Used or Disposed: 736,000 Dry Metric Tons (DMT)

- Land Application/Composting: 445,000
- Landfill: 226,000
 - 135,000 ADC
 - 91,000 Burial
- Incinerate: 15,000
- Surface Disposal: 23,000
- Deep Well Injection: 12,000
- Storage, long-term treatment: 15,000



PFAS Background

- What is PFAS?
 - Fluorinated organic substances called per- and polyfluoralkyl substances introduced in 1940s.
 - Manufactured for direct use in industry and commerce.
 - Attractive compound for products that repel water and oil.
- Why is PFAS a concern?
 - Structurally indestructible, hence being tagged as a “forever chemical”.
- How does PFAS get into biosolids/compost?
 - Product manufacturing and industrial and household use.
 - Utilities do not produce or use PFAS in treatment systems.

CA's State Water Resources Control Board Regulatory Approach for PFAS

- Issued Investigative Orders throughout 2020
 - Phase 1 – Airports & landfills
 - Phase 2 – Chrome platers
 - Phase 3 – Wastewater treatment plants
 - Phase 4 – Refineries and bulk fuel terminals
- Required information and monitoring for 31 PFAS constituents

CA's State Water Resources Control Board Regulatory Approach for PFAS

- POTW's provided data on industrial contribution to influent
- Short-term monitoring of influent, effluent and biosolids
- Most results were non-detects in biosolids
- If using zero to represent non-detects, the median concentration in biosolids is 23 parts per billion
- Bottom line, SWRCB stated publicly that they see "no cause for concern" with wastewater or biosolids
- Far more concern for other media and sources

Partnering w/ Environmental Groups

- Over past several years, CASA has partnered with Environmental Working Group, Clean Water Action, NRDC, and others to sponsor and promote PFAS legislation
- Mixed results – some **passed**, some **vetoed** by the Governor, one **died in committee**
- Focus has been on banning intentionally added PFAS in consumer products
 - Carpets & textiles, cosmetics, food packaging, juvenile products
 - Menstrual products (passed in 2024 after being vetoed in 2023)
 - Cleaning products and artificial turf
 - Non-essential uses of PFAS in all products sold in California
 - Disclosure of products which are sold or distributed in California with intentionally added PFAS

US EPA Risk Assessment

- EPA has conducted a risk assessment for PFOA and PFOS in land applied biosolids.
- Draft risk assessment released January 15th and open for comments for 60 days.
- CASA has commissioned 7 pre-eminent researchers to review assessment

US EPA Risk Assessment

- Key Takeaways:
 - Based on modeling hypothetical scenarios, not field based research.
 - Does not address incineration (not enough data – but still concludes use presents risk) nor landfills (RCRA).
 - Although this is not a regulatory guideline and does not include new requirements, it may be used as a basis for future regulations.
 - Field based research is currently underway, including a National PFAS study. Groundwater results demonstrate negligible migration of PFAS through soil.

PFAS Lawsuits

■ Texas

- Farmers filed suit against biosolids management company for awareness of contamination.

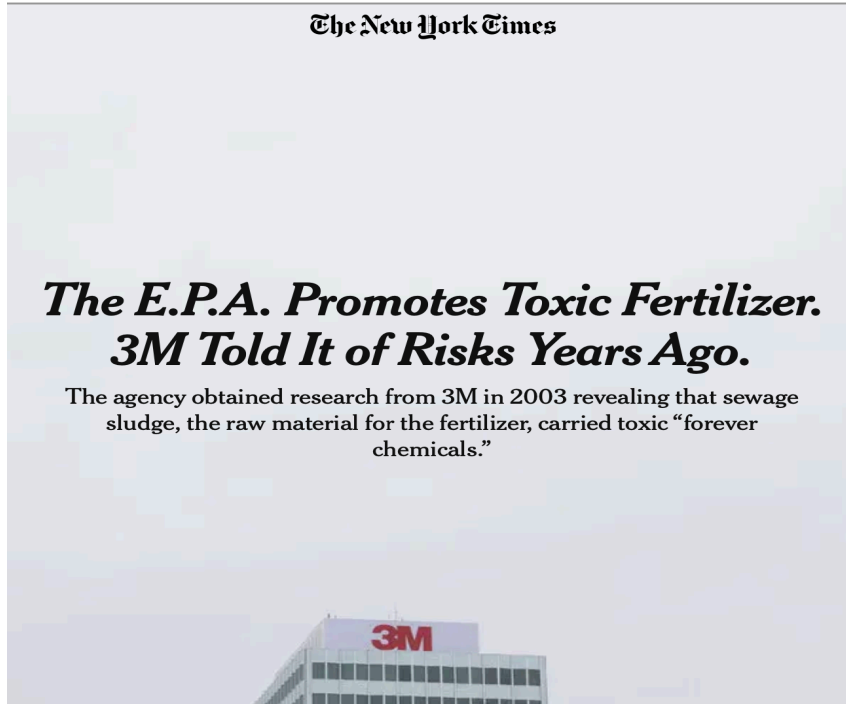
■ PEER Lawsuit Against EPA

- Public Employees for Environmental Responsibility filed suit for not implementing restrictions.

■ Maine

- Portland Water District filed suit against Dupont

Press Coverage



- New York Times
- Texas Tribune
- San Francisco Chronicle
- Washington Post and others

Crystal Ball: Hope of Future for Biosolids

- Regulators will hopefully differentiate between PFAS contaminated biosolids and baseline biosolids
- Use industrial source control to mitigate contamination, however residential sources may remain a concern.
- Research will confirm benefits and minimal risk from non-industrially impacted biosolids.
- Land application and composting will continue as best sustainable uses of a resource society will always produce

Questions?

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
INFORMATION
ITEM

3D



Date: February 3, 2025

To: Honorable Board of Directors

From: Alex Lopez
IEUA Treasurer ^{DS}

Subject: Treasurer’s Report of Financial Affairs for the Quarter Ended December 31, 2024

RECOMMENDATION

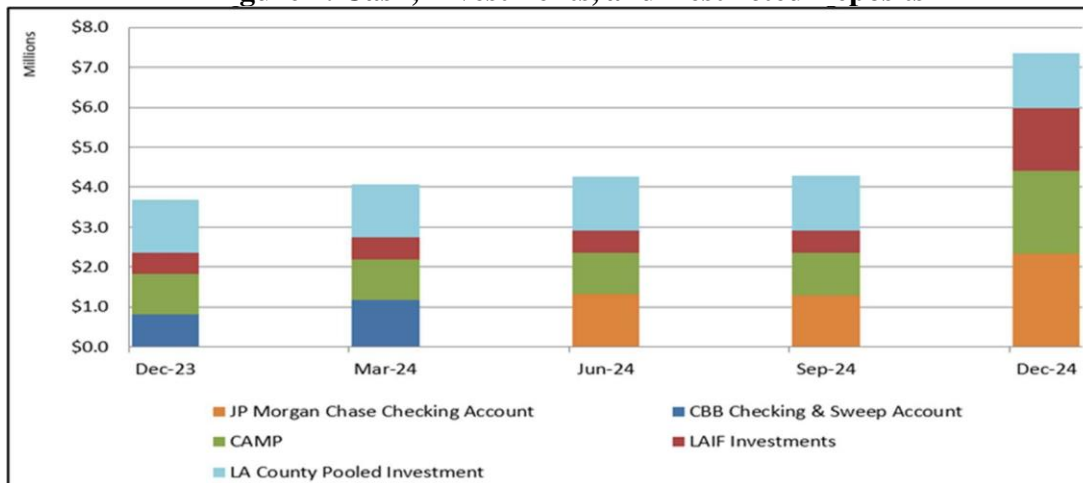
The Treasurer’s Report of Financial Affairs for the quarter ended December 31, 2024, is an informational item for the Board’s review.

BACKGROUND

In accordance with the State Code, Section 53646(b) (1), and the Authority’s Investment Policy (Resolution No. 2024-5-1), a periodic investment report shall be submitted to members of the Board for review. This report includes in part the investment types, investment institutions, maturity dates, investment amount, current market value, and rate of interest/earnings yield.

The Treasurer's Report of Financial Affairs for the quarter ended December 31, 2024, is hereby submitted in a format consistent with State requirements. As shown in Figure 1 below, the total cash, investments, and restricted deposits were \$7,354,583 an increase of \$3,075,037 compared to the September balance of \$4,279,546. The increase was primarily due to FY 2024/25 Capital Call receipts from the Inland Empire Utilities Agency and Los Angeles County Sanitation District.

Figure 1: Cash, Investments, and Restricted Deposits



February 3, 2025

Page 2 of 2

The Authority’s investment portfolio average rate of return in December 2024⁽¹⁾ was 3.958 percent, a decrease of 0.348 percent compared to the September 2024⁽²⁾ yield of 4.306 percent. The decrease was primarily due to lower yields for all cash and investment accounts. The total interest earnings for the quarter ending December 31, 2024, were \$62,396.

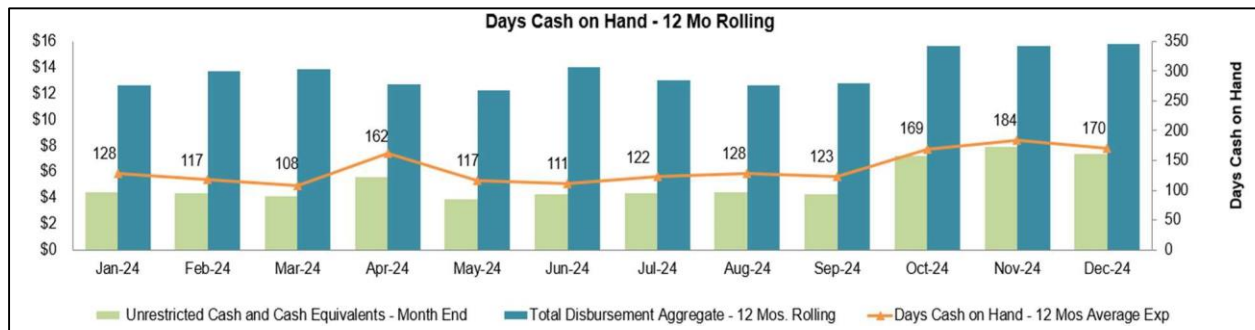
	December (1)	September (2)	Changes from Prior Quarter
Total Cash, Investments, Restricted Deposits	\$7,354,583	\$4,279,546	\$3,075,037
Investment Portfolio Average Rate of Return	3.958%	4.306%	(0.348%)

(1) Interest rates are through December except for the LA County Pooled Investment & Local Agency Investment Fund which are as of November 2024

(2) Interest rates are through September except for the LA County Pooled Investment which is as of August 2024

Cash on hand (COH) is a financial ratio used to measure cash that is readily available to pay expenses. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating and capital expense as recorded in the Authority’s cash flow.

The COH for the month ending December 31, 2024, was 170 days, compared to 123 days as of September 30, 2024. This increase is attributable to higher investment account balances resulting from Capital Call receipts from IEUA and LACSD during the second quarter of the fiscal year.



PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The interest earned on the Authority’s investment portfolio increases the Authority’s reserves.

Attachments:

Attachment A- Treasurer’s Report of Financial Affairs for quarter ended December 31, 2024.

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Quarter Ended December 31, 2024



All investment transactions have been executed in accordance with the criteria stated in the Authority's Investment Policy (Resolution No. 2024-5-1), adopted by the Inland Empire Regional Composting Authority's Board of Directors during its regular meeting held on May 6, 2024.

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 Joint Powers Authority*

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position

Quarter Ended
December 31, 2024

Unrestricted Accounts

Cash, Bank Deposits, and Bank Investment Accounts

Investments

California Asset Management Program (CAMP)

LA County Pooled Investment

Local Agency Investment Fund (LAIF)

Total Investments

Total Unrestricted Cash and Investments Available to the Authority

Total Unrestricted Cash and Investments

Net Change from Previous Quarter

	December	September
	\$2,329,408	\$1,301,404
	\$2,078,771	\$1,056,786
	1,381,576	1,363,146
	1,564,828	558,210
	\$5,025,175	\$2,978,142
	\$7,354,583	\$4,279,546
	\$7,354,583	\$4,279,546
	\$3,075,037	

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position
Quarter Ended
December 31, 2024

Unrestricted Accounts

Cash, Bank Deposits, and Bank Investment Accounts
For the Quarter Ended December 31, 2024

Demand (Checking) Accounts	\$2,329,408
Subtotal Demand Deposits	<u>\$2,329,408</u>
<i>Total Cash and Bank Investment Accounts</i>	<u>\$2,329,408</u>

Investments

California Asset Management Program (CAMP)	\$2,078,771
Local Agency Investment Fund (LAIF)	1,564,828
LA County Pooled Investment	<u>1,381,576</u>
	\$5,025,175
<i>Total Investments</i>	<u>\$5,025,175</u>

Total Cash, Investments and Restricted Deposits as of December 31, 2024 **\$7,354,583**

Total Unrestricted Cash and Investments as of 12/31/2024	<u>\$7,354,583</u>
Less: Total Unrestricted Cash and Investments as of 9/30/2024	<u>\$4,279,546</u>
<i>Total Quarterly Increase (Decrease)</i>	<u><u>\$3,075,037</u></u>

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position

Quarter Ended
December 31, 2024

	Par Amount	Principal Amount	December Amortization	% Yield	Market Value
Investments					
<u>For the Quarter Ended December 31, 2024</u>					
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>					
JP Morgan Chase					
Demand Checking Account	\$2,329,408	\$2,329,408	\$2,329,408	3.066%	\$2,329,408
Subtotal JP Morgan Chase	\$2,329,408	\$2,329,408	\$2,329,408	3.066%	\$2,329,408
Total Unrestricted Accounts	\$2,329,408	\$2,329,408	\$2,329,408		\$2,329,408
<u>Investments</u>					
California Asset Management Program (CAMP)	\$2,078,771	\$2,078,771	\$2,078,771	4.730%	\$2,078,771
LA County Pooled Investment ⁽¹⁾	1,381,576	1,381,576	1,381,576	3.710%	1,381,576
Local Agency Investment Fund ⁽¹⁾	1,564,828	1,564,828	1,564,828	4.477%	1,564,828
Subtotal Investments	\$5,025,175	\$5,025,175	\$5,025,175	4.371%	\$5,025,175
Total Investments	\$5,025,175	\$5,025,175	\$5,025,175		\$5,025,175
Total Unrestricted Cash and Investments as of December 31, 2024	\$7,354,583	\$7,354,583	\$7,354,583		\$7,354,583

⁽¹⁾ Interest Rate information from the LA County Pooled Investment & Local Agency Investment Fund as of November 2024.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position

Quarter Ended
December 31, 2024

<u>Unrestricted Accounts</u> <u>Cash, Bank Deposits, and Bank Investment Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
California Asset Management Program (CAMP)	\$2,078,771	4.730%
LA County Pooled Investment ⁽¹⁾	1,381,576	3.710%
Local Agency Investment Fund ⁽¹⁾	1,564,828	4.477%
	\$5,025,175	4.371%
Bank Accounts		
JP Morgan Chase -Demand Checking Account	\$2,329,408	3.066%
	\$2,329,408	3.066%
Total Portfolio	\$7,354,583	
Investment Portfolio Rate of Return		3.958%
Total Authority Directed Deposits	\$7,354,583	

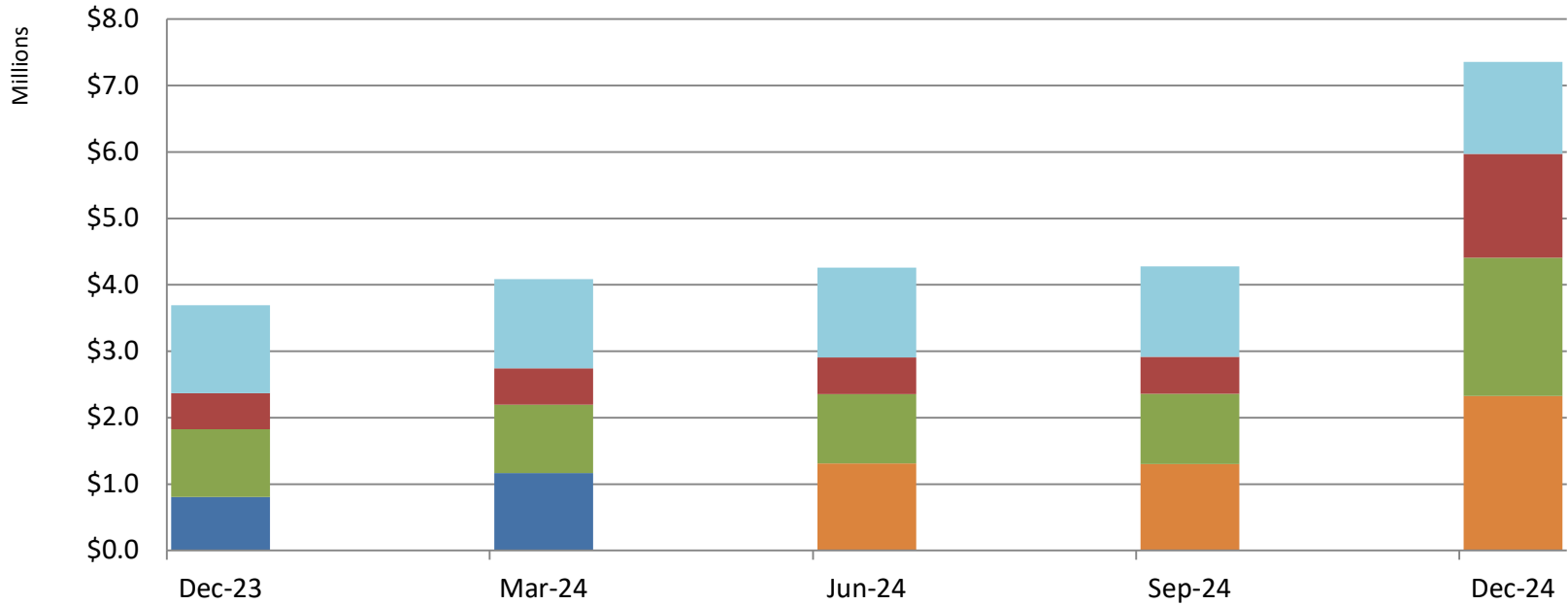
(1) Interest Rate information from the LA County Pooled Investment & Local Agency Investment Fund as of November 2024.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position

Quarter Ended
December 31, 2024

Total Cash, Investments and Restricted Deposits



JP Morgan Chase Checking Account

CBB Checking & Sweep Account

CAMP

LAIF Investments

LA County Pooled Investment