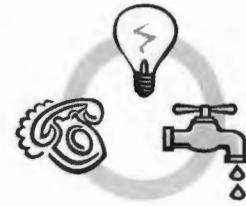


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

SPECIAL MEETING AGENDA
DECEMBER 8, 2016 8:30 A.M.



President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Roy Haber, III
Commissioner Cory C. Moss
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Commission:

- ▶ **Agenda Items:** *Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **BOARD MATTERS**

- 5.1 Consideration of Amendment No. 1 to the Maintenance Services Agreement with Applied Metering Technologies, Inc., for utility operations and maintenance services in an amount not-to-exceed \$105,000.00, through September 8, 2019.

RECOMMENDED ACTION: Recommend that the City Council consider and approve the Agreement.

- 5.2 Consideration of a Professional Services Agreement with ENCO Utility Services, LLC, for customer account services in an amount not-to-exceed \$90,000.00, from December 8, 2016 to December 8, 2019.

RECOMMENDED ACTION: Recommend that the City Council consider and approve the Agreement.

- 5.3 Quarterly Report from the General Manager for the La Puente Valley County Water District.

RECOMMENDED ACTION: Receive and file the report.

6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (One Potential Case)

7. Adjournment. Next regular meeting: Thursday, December 15, 2016 at 9:00 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1



INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Roy M. Haber, III, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

Paul J. Philips, Public Utilities Director
James M. Casso, General Counsel
Cecelia Dunlap, Assistant Secretary

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director *Paul J. Philips*

Staff: Tim Kolset, Project Manager *TK*

Date: December 8, 2016

SUBJECT: Consideration of Amendment No. 1 to Maintenance Services Agreement with Applied Metering Technologies, Inc. for Utility Operations and Maintenance Services in an amount not to exceed \$105,000 through September 8, 2019

On September 8, 2016, the City of Industry approved a Maintenance Services Agreement with Applied Metering Technologies (AMT), Inc. for operation and maintenance services. The scope of the approved agreement includes maintenance and repairs of electric metering devices, meter reading, and for AMT to provide data to the City's billing contractor.

The budget for the original Maintenance Services Agreement only covered meter maintenance and repair costs and did not account for meter reading services, as the meter reading services were being conducted by another City contractor. Since approval of the AMT Maintenance Services Agreement, meter reading services have been added to the AMT contract scope in order to meet best utility billing practices, requiring an increase in the not to exceed amount from \$15,000 to \$105,000 to cover the meter reading services for the contracts three (3) year term. Along with the budget increase the amendment also includes minor changes to the scope of services to protect the City in the case of meter reading mistakes and/or schedule delays.

FISCAL IMPACT:

The recommended action will require an increase in the original agreement's allowance from \$15,000 to \$105,000. An appropriation of \$90,000 is required from Electric Utility Reserves to the Electric Utility Fund Budget – Repair and Maintenance (Account no. 161-300-5550) for the amendment to the Maintenance Services Agreement.

300-5550) for the amendment to the Maintenance Services Agreement.

RECOMMENDATIONS:

1. Staff is recommending that the IPUC recommend for the City Council to approve and adopt Amendment No. 1 to the Maintenance Services Agreement with Applied Metering Technologies, Inc.
2. Appropriate \$90,000 from the Electric Utility Reserves to the Electric Utility Fund Budget – Repair and Maintenance (Account no. 161-300-5550)

Exhibits

A. Amendment No. 1 to Applied Metering Technologies, Inc. Maintenance Services Agreement dated October 13, 2016

B. Maintenance Services Agreement with Applied Metering Technologies, Inc. for Utility Operations and Maintenance Services dated September 8, 2016

PJP:TK

EXHIBIT A

**Amendment No. 1 to Applied Metering Technologies, Inc. Maintenance Services
Agreement dated October 13, 2016**

[Attached]

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT**

This Amendment No. 1 to the Maintenance Services Agreement ("Agreement"), is made and entered into this 13th day of October, 2016, ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Applied Metering Technologies, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about September 8, 2016, the City Council, approved a Maintenance Services Agreement with Applied Metering Technologies, Inc., to provide electric meter installation, maintenance metering and meter reading services; and

WHEREAS, on or about September 8, 2016, the Agreement was entered into and executed between the City and Consultant to perform electric meter installation, maintenance metering and meter reading services for the City; and

WHEREAS, the meter reading services duties will be transferred from ENCO Utility Services LLC to Applied Metering Technologies, Inc., per the City's best practices and the State Controller's recommendation; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$90,000, to allow Consultant to provide meter reading services; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 4. Payment

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed One Hundred Five Thousand Dollars (\$105,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

Exhibit B Rate Schedule

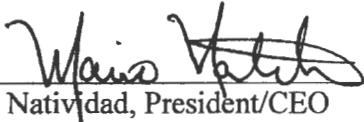
The Rate Schedule shall be amended to include the information set forth in Attachment 2, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
City of Industry

By: _____
Paul Philips, City Manager

“CONSULTANT”
Applied Metering Technologies, Inc.

By:  _____
Mario Natividad, President/CEO

Attest:

By: _____
Diane Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

SCOPE OF SERVICES

Meter Reading Services

Consultant shall provide all labor, materials, supervision, software, tools and transportation to deliver, at a minimum, monthly meter reading services prior to the date necessary to calculate, correlate and mail City electric bills to the City's electric customers. Consultant shall provide the following meter reading services:

- Monthly hand read meter data and process for billing;
- Monthly downloads of meter data and process for billing;
- Monthly remote and manual meter reading for all City of Industry owned meters;
- Establishment of consistent monthly meter reading schedule, to allow for coordination with the City's billing services contractor.
- Perform meter accuracy checks and cooperate with City and billing services contractor in auditing and checks of meter reading reliability.
- Prepare on a monthly basis or as needed or requested, meter reports detailing meters that are either non-accessible, non-readable, and/or non-operational. Troubleshooting of non-operational meters must be performed quickly and thoroughly to avoid impacting customer billing schedule.

Consultant shall provide customized formatting of statements & invoices to include customer account information, meters, accounts receivables, billing, payment plans, transaction history and general ledger activity. If requested by the City, the Consultant shall provide specialty reports that may include meter block consumption, standard consumption analysis and reports on rate tier levels.

ATTACHMENT 2

RATE SCHEDULE

Service	Cost
Meter Reading	\$ <u>100</u> /hour

In no event shall the City reimburse Consultant for travel time related to the work performed under this Agreement. **The above Rate Schedule shall include the costs of all equipment necessary to perform the Scope of Services.** In the event Consultant requires additional equipment, outside of the customary equipment used to perform the Scope of Services, said equipment rental shall be approved by the City, and shall be reimbursed at the actual cost, without mark-up.

EXHIBIT B

**Maintenance Services Agreement with Applied Metering Technologies, Inc. for
Utility Operations and Maintenance Services dated September 8, 2016**

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of September 8, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Applied Metering Technologies, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing electric meter installation and maintenance services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, all labor laws, including any and all Cal/OSHA requirements, and the conflict

of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. This includes qualified electrical workers, in accordance with Cal/OSHA guidelines, for all work on energized conductors or equipment connected to energized high-voltage systems. All Services shall be performed by Consultant, and all personnel engaged in the Services shall be qualified and licensed to perform such services. In addition, a proven record of work safety must be provided and maintained by the Consultant, with records made available to the City upon request.

3. MANAGEMENT

City's City Manager, or his designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand Dollars (\$15,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **DUTY TO DEFEND**. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Mario Natividad, President/CEO
Applied Metering Technologies, Inc.
9244 Bermudez Street
Pico Rivera, CA 90660

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in

equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

By: Paul Philips
Paul Philips, City Manager

"CONSULTANT"
Applied Metering Technologies, Inc.

By: Mario Natwid
Mario Natwid, President/CEO

Attest:

By: Diane M. Schlichting
~~Gecelia Dunlap, Deputy City Clerk~~
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: James M. Casso
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform electric meter installation and maintenance metering services, which shall include, but is not limited to:

- Instrument Current Transformers ("CTs") and Potential Transformer ("PTs"), all secondary wiring from meter to CTs and test switches;
- Coordinate with the City's Utility Operations Management and City's engineering and construction contractors to ensure the City's meter system is accurate, reliable and functioning properly;
- New electric meter installation including CTs, test switches, and secondary wiring;
- Replacement of defective meters and CTs with new on emergency repairs or regular maintenance;
- Turn-offs / turn-ons for non-payment, if needed;
- Meter programming and commissioning;
- Meter testing for accuracy to ensure proper billing;
- Service investigations, troubleshooting meter issues and reported problems;
- Generation and build of programs for new meter rates;
- Meter engineering support;
- California Independent System Operator ("ISO") meter certification, testing, and programming support.
- Maintain an inventory of parts and equipment necessary to support and execute the scope of services, as detail in Exhibit D.

Meter Reading Services

Consultant shall provide all labor, materials, supervision, software, tools and transportation to deliver meter reading services to the City. Consultant shall provide the following meter reading services:

- Hand read meter data and process for billing;
- Download meter data and process for billing;

- Maintain hourly data for three (3) interconnect meters on server that can be remotely accessed by IPUC; and
- Prepare Line Loss Reports Monthly.

Consultant shall provide customized formatting of statements & invoices to include customer account information, meters, accounts receivables, billing, payment plans, transaction history and general ledger activity. Specialty reports shall include meter block consumption, standard consumption analysis and reports on rate tier levels.

Consultant shall comply with all Payment Card Industry (PCI) Data Security Standards through its interactions with credit card processors, such as authorize.net, and financial institutions, such as Bank of America.

Response Time

Service call schedules will be available on Thursday, the week prior to service. End-customer appointments will be made, if required and the City furnishes the customer name and contact information. Emergency service calls shall be responded to within two (2) hours. Normal service hours shall be considered Monday – Friday from 8:00 am – 4:30 pm. In the event of an emergency, Mario Natividad, President/CEO is available 24/7 and can be contacted directly at (562) 505-9000.

EXHIBIT B

RATE SCHEDULE

Contractor shall charge the City the following hourly rates for services rendered pursuant to the Scope of Services ("Exhibit A") set forth herein.

Service	Cost
Meter Technician	\$ <u>140</u> /hour
CA-ISO Meter Technician	\$ <u>160</u> /hour
Overtime, Meter Technician (Saturdays and weekdays over 8hrs)	\$ <u>210</u> /hour
Double Time, Meter Technician (Sundays and weekdays over 12 hours)	\$ <u>280</u> /hour
Engineering Services	\$ <u>210</u> /hour
Comm Cable Extensions, 6' - 200', up to 10' high	\$ <u>225</u> /extension
Comm Cable Extensions, 201' - 400', up to 10' high	\$ <u>290</u> /extension
Comm Cable Extensions, 6' - 200', 11' to 30' high	\$ <u>320</u> /extension
Comm Cable Extensions, 201' - 400', 11' to 30' high	\$ <u>390</u> /extension

City shall reimburse Consultant its actual costs for all meters, metering equipment and shipping costs, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement. In no event shall the City reimburse Consultant for travel time related to the work performed under this Agreement. The above Rate Schedule shall include the costs of all equipment necessary to perform the Scope of Services. In the event Consultant requires additional equipment, outside of the customary equipment used to

perform the Scope of Services, said equipment rental shall be approved by the City, and shall be reimbursed at the actual cost, without mark-up.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

INVENTORY LIST - PARTS AND EQUIPMENT

CTs

200:5 Amp, bar-type, 4 sets (3 each per set for a total of 12)

400:5 Amp, bar-type, 4 sets

400:5 Amp, bar-type, with RF=4, 1 set (RF=4 means that the CTs can be used on services up to 4 times 400 amps, or 1600 amps)

800:5 Amp, bar-type, 1 set

800:5 Amp, window-type, 1 set

1200:5 Amp, window-type, 6 sets

1500:5 Amp, window-type, 2 sets

2000:5 Amp, window-type, 5 sets

Test Switches

Pre-wired test switches (used to connect CT rated meters to CTs) see attached photo, 6 each

Meters

Form 9S, CT rated, Vectron (refurbished)

Form 9S, CT rated, ABB (refurbished)

Form 9S, CT rated, ABB A3

Form 5S, CT rated Vectron (refurbished)

Form 2S, 240v, self-contained

These meters are in multiple quantities.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2



INDUSTRY PUBLIC UTILITIES COMMISSION


P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org


Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Roy M. Haber, III, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

Paul J. Philips, Public Utilities Director
James M. Casso, General Counsel
Cecelia Dunlap, Assistant Secretary

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director 

Staff: Tim Kolset, Project Manager 

Date: December 8, 2016

SUBJECT: Consideration of a Professional Services Agreement with ENCO Utility Services LLC for Utility Customer Account Services in an amount not to exceed \$90,000 from December 8, 2016 to December 8, 2019

On June 16, 2016, the Industry Public Utilities Commission (“IPUC”) directed staff to issue a Request for Qualifications (“RFQ”) for Electric Utility Services Bench. The RFQ was posted in the City’s PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The appropriate trade journals were notified and included Bid America, Southern California Builders Association, Construction Bidboard and Dodge Data & Analytics on June 16, 2016. The RFQ was advertised on Tuesday, June 21, 2016 and Tuesday, June 28, 2016 in the San Gabriel Valley Tribune. Qualifications were received up until July 7, 2016 at 1:00 pm.

The selection panel evaluated the qualifications received by each contractor based on the following criteria:

- A. Contractor is experienced operating and managing an electric utility;
- B. The contractor described how they can provide professional, first-class service; and
- C. The account manager and team members assigned to the project have prior experience in similar programs and activities.

An RFQ Bench allows for evaluators to determine if multiple contractors are qualified to perform the work. Price is not a determining factor in a Request for Qualifications. Proposers submitted a separate document in PlanetBids™ with labor rates, and those documents were not opened until the IPUC board provided recommendations to staff. Proposers who were not chosen did not have their price proposals viewed by staff. Based on the Statement of Qualifications submitted, the selection panel determined the following categories were reasonable and appropriate for electric utility services.

The following tables summarize the statement of qualification rankings.

Table 1 – Summary of Utility Billing Rankings

Firm	Rank
ENCO Utility Services	1

Based on the rankings, staff recommended to the IPUC that ENCO Utility Services LLC (“ENCO”) be awarded a Professional Services Agreement for Utility Customer Account Services.

On July 11, 2016, the IPUC directed staff to enter into negotiations with ENCO for Utility Customer Account Services. Staff was able to negotiate a Professional Services Agreement with ENCO.

Contract Scope

Contractor scope of services will include customer and account services, billing, collection, record/reporting management and call center operations related to billing and electric outages.

Fiscal Impact

Approval would require an appropriation of \$90,000 from Electric Utility Reserves to the Electric Utility Fund Budget – Professional Services (Account no. 161-300-5120.01) for the Professional Services Agreement.

Recommendations

1. Staff recommends that IPUC recommend to the City Council to award ENCO Utility Services LLC (“ENCO”) a Professional Services Agreement for Customer Account Services.
2. Appropriate \$90,000 from Electric Utility Reserves to the Electric Utility Fund Budget – Professional Services (Account no. 161-300-5120.01)

Exhibits

- A. Professional Services Agreement with ENCO Utility Services for Customer Account Services dated December 8, 2016

EXHIBIT A

**Professional Services Agreement with ENCO Utility Services LLC for
Utility Customer Account Services dated December 8, 2016**

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 8, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and ENCO Utility Services LLC, a Delaware limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing utility billing services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager, or his designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Ninety Thousand Dollars (\$90,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least ninety (90) days prior written notice

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for

purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **DUTY TO DEFEND.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to

any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Ruby M. Irigoyen, Senior Vice President
ENCO Utility Services LLC
8141 East Kaiser Boulevard, Suite 212
Anaheim, CA 92808

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
ENCO Utility Services, LLC

By: _____
Paul J. Philips, City Manager

By _____
Ruby M. Irigoyen, Senior Vice President

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following Customer Account Services for customers receiving electric services from the Industry Public Utilities Commission (“IPUC”), consistent with the IPUC electric rate structure and in accordance with all amendments and/or modifications to the electric rate structure adopted by the IPUC:

SECTION 1. ESTABLISHMENT AND MAINTENANCE OF ACCOUNTS

1.1 ESTABLISHMENT OF ACCOUNTS

- Consultant shall establish an account for each customer in its billing system.
- Consultant shall maintain the established customer’s account.
- Consultant shall record and update changes to the customer’s account including, at a minimum, name, service address, mailing address and telephone number changes.
- Consultant shall utilize a secure data collection system, portal or other method for collecting, uploading, and storing confidential data to include social security numbers, and other sensitive personal information.

1.2 CITY CUSTOMER DEPOSIT REQUIREMENTS

- Consultant shall collect IPUC Customer Deposits for the City
- Consultant shall deposit, on a daily basis, the collected funds with the City.
- Consultant shall notify the City of deposits and account activity through facsimile and email each day that deposits are made and include, at a minimum the date and amount of the Customer deposit(s).
- Customers will be entitled to refunds in accordance with applicable law, credit policies and procedures as described in the IPUC electric rate structure.
- Consultant shall notify the City when customer deposits are required to be returned.
- Consultant shall notify the City of interest due on a Customer’s deposit, as described in the applicable City’s Tariffs.
- City will issue a deposit re-payment to the electric customer within 10 days of the City’s determination of the customer’s refund deposits
- City checks will be forwarded to Consultant for customer distribution.

1.3 TERMINATION OF ACCOUNT

- Consultant shall terminate a customer’s service using a City selected field contractor
- Termination of an account will be implemented if the Customer cancels their electric service, or for nonpayment of City charges as described in the applicable City’s Tariff.

- Consultant shall not terminate a customer's account for any other reason, without the City's approval.

1.4 BILLING REPORTS

- Prior to the end of each month, Consultant shall submit electronically and by mail, a billing report notifying the City of the following:
 - The number of Accounts established and terminated;
 - The total number of accounts and aggregate amount of City charges billed;
 - The aggregate amount of adjustments to City charges previously billed or collected;
 - Any inquiries from customers and the resolution of those inquiries; and
 - Any other information requested by the City

SECTION 2. CUSTOMER BILLING PROCEDURES

2.1 CALCULATION OF CITY CHARGES

- Consultant shall calculate City charges for customers receiving electric services based on IPUC electric rate structure and applicable usage data.
- Consultant shall screen customer usage data for accuracy in accordance with standard practices prior to calculating City charges.
- Consultant shall include City charges on the customer's account statement on the next scheduled billing date.
 - In the event that Consultant does not receive usage data or other information necessary to calculate the City Charges by the required date, Consultant shall include the information in the following customer's account statement or in an interim bill that will reflect the customer's usage to date or estimated usage based on City policies, good industry practice and City's Tariffs.

2.2 CUSTOMER ACCOUNT STATEMENT

- Consultant shall bill customers monthly for City charges in accordance with the customer's billing cycle schedule.
- Consultant and the City shall determine the substance, format, and billing cycle schedule for all customer accounts.
- Consultant shall include any insert requested by the City to be included in a customer's monthly account statement.
 - The City will be responsible for the incremental costs associated with the inserts.
- Consultant shall, at its sole cost and expense, mail Customer bills through the U.S. mail service.
 - The City will be responsible for any additional postage costs associated with any mailings to customers requested by the City.

- Consultant shall, at the request of the City, work with the City to establish online services to enable Customers access to their billing information and to make online payments.
- The City will be responsible for funding the cost of initial set up of online bill service, including merchant bank fees and charges for online payment processing.
- Any online payment system shall comply with best practices, and shall be developed in a manner that provides a secure site for users.
- There is no additional charge to the City for processing mailed in customer payments.

2.3 ADJUSTMENTS TO CITY CHARGES

- Consultant shall attempt to resolve all customer disputes relating to City charges in accordance with policies and procedures described in IPUC electric rate structure.
- The City will maintain the responsibility for resolving customer disputes regarding IPUC electric rate structure, including:
 - Disputes regarding the terms and application of specific rate schedules.
 - Consultant shall refer all such inquiries and disputes to the City, within 10 days of receipt, or as sooner required under the IPUC electric rate structure.
- Approved adjustments to a customer's City charges will appear on the customer's following account statement or interim statement.
- Overcharges previously paid by a Customer shall, as permitted by IPUC electric rate structure, be credited to the customer's on the following account statement or statement.
- Consultant shall have no obligation to return or pay such amounts to Customer.

SECTION 3. CUSTOMER PAYMENTS

3.1 PROCESSING

- Consultant shall process all payments received from customers by remitting such payments to the City.
- Payments received will be deemed the property of the City, and shall be held in trust for the City.
- Payments received by Consultant shall not be deemed payments to Consultant.

3.2 PARTIAL PAYMENTS; PRIORITY

- Consultant shall credit partial payments received from a customer in accordance with the City's established Tariff.

SECTION 4. COLLECTION AND NONPAYMENT

4.1 COLLECTION OF CITY CHARGES BY CONSULTANT

- Consultant shall collect City Charges in accordance with IPUC electric rate structure
- Consultant shall notify customers of overdue City charges in accordance with the applicable laws and IPUC electric rate structure.
- Consultant shall reconcile amounts collected against City charges for each customer account and identify customer accounts with past due balances.
- Collection of customer charges will be processed by mail-in payment, electronically or as requested by the City.
- Consultant shall be responsible for the receiving and processing of customer payments.
- Payments received by Consultant, shall be held in trust for the City, and deposited into the City's designated bank account within 24 business hours of receipt.
- Consultant shall provide training to City staff and access to Consultant's billing system and customer information systems remotely at no additional charge.

4.2 NONPAYMENT OF CITY CHARGES

- Consultant shall pursue collection of unpaid, overdue amounts from customers in accordance with IPUC electric rate structure and collection policies.

4.3 TERMINATION OF CUSTOMER'S ELECTRIC SERVICES

- Consultant shall terminate a customer's electric services for nonpayment of City charges in accordance with the termination policies and procedures described in the City of Industry Tariff, Electric Rule 11 - Discontinuance and Restoration of Service.

4.4 USE OF COLLECTION AGENCY

- If desired by the City, Consultant shall work with the City to identify and select a collection agency(s) to assist with collection efforts.
 - The collection agency will be used in accordance with IPUC electric rate structure and only collect unpaid City charges after customer's electric service has been terminated.
 - Payment of fees charged by the collection agency shall be the responsibility of the City.

SECTION 5. CUSTOMER INQUIRIES

5.1 TOLL FREE TELEPHONE NUMBER

- Consultant shall make a 24/7 toll free telephone number available on each customer's account statement and to potential customers for inquiries related to the IPUC's Electric Services including:
 - Customer inquiries regarding City charges; and

- Other matters concerning Customer account statements, outages, usage, payments, deposits, IPUC electric rate structure, turn-ons, turn-offs and transfers of electric services

In the event of an emergency power outage, Consultant shall immediately, dispatch the outage to the City's emergency response contractor to inform it that a power outage has occurred. Consultant shall contact and follow-up with the IPUC's affected customers every 1.5 to 2 hours, or as requested by the IPUC customer, and City's emergency response contractor until power has been restored and to ensure that the IPUC customer operations, business or dwelling is receiving power without disruptions to the power supply.

Consultant shall provide the number to the City upon execution of this Agreement. City will require the City's emergency response contractor to provide estimated time of restoration within one hour of arrival and assessment of the outage situation / site. Emergency response contractor will provide updates to the Consultant every 1.5 to 2 hours thereafter until service is restored.

5.2 RESPONSIBILITIES OF ENCO TELEPHONE REPRESENTATIVES

- Consultant shall have 24/7 hour telephone representatives available to answer inquiries related to Electric Services.
 - Basic Customer inquiries may be handled by interactive voice response.
- Consultant shall handle all customer calls for electric systems outages on a 24/7 hour basis.
- Consultant will dispatch service requests requiring field technician response to the City's personnel or City's contract routine and or emergency response subcontractor. All such dispatched service orders shall be monitored and tracked by Consultant to ensure field work is completed in a timely manner. Dispatch of routine service orders shall include the turning on or turning off of electric service for customer move ins and move outs, requests for meter read verifications, requests for meter tests, requests for repair of street lights and traffic signals. Dispatch of emergency orders shall include response to customers reporting power outages, low and or high voltage complaints, fluctuating voltage, reports of car hit pole or structure, and reports of electric lines down. Consultant shall monitor and follow up on requests for field support to ensure that field work is performed in a timely manner.
- Consultant shall be responsible for training its personnel to answer Customer inquiries and dispatch appropriate City personnel or City contracted provider for service and emergency orders.
- Consultant shall provide multi-lingual services using Consultant's staff and support services for delivery of professional on-demand phone interpreting. These services are at no additional charge to the City.

5.3 RESPONSES TO CUSTOMER INQUIRIES

- Consultant shall develop policies and procedures for Consultant's telephone representatives in response to Customer inquiries, including:
 - City approved policies and procedures, for processing requests for turn-ons, turn-offs
 - Transfers of electric services
 - Generating service orders
 - Scheduling service calls; and
 - Communicating such orders and schedules to IPUC designated personnel.
- Consultant shall attempt to resolve customer inquiries in accordance with IPUC electric rate structure, policies and procedures.

5.4 RECORDS

- Consultant shall maintain, and submit to the City on a monthly basis, records of inquiries and complaints of customers or potential customers, including:
 - Resolution of such inquiries, in accordance with the City's records retention schedule
- Consultant shall update customer account records to reflect customer inquiries on a regular basis.

5.5 COMMUNICATIONS

- As set forth in Section 1.4, monthly, Consultant shall provide the City with a list of customer inquiries and the resolution of those inquiries. In the event that Consultant receives a customer inquiry outside of the Scope of Services, or an inquiry that is not routine in nature, Consultant shall immediately provide the inquiry to the City.

SECTION 6. FEES AND SURCHARGES BILLED TO CUSTOMERS

6.1 REPORTS TO THE CITY.

- Consultant shall provide monthly reports to the City in support of any charges billed to customers for electric services.
- Consultant shall notify the City if any taxing or other authority advises Consultant that it intends to audit records in Consultant's possession, custody, or control with respect to this Agreement.

EXHIBIT B

RATE SCHEDULE

Consultant shall receive a monthly fee of two thousand five hundred dollars (\$2,500.00) for account services to include billing, bill printing, bill stock, postage, and 24/7 multilingual call center, dispatch, remittance processing and reporting.

The City expects development which will increase the number of customer billable accounts. The Consultant will increase the Monthly fee by \$20.00 per billable premise in excess of 150 billable premises.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

Memo



To: Alex Gonzalez, Director of Development Services and Administration

Cc: La Puente Valley County Water District Board of Directors

From: Greg B. Galindo, General Manager

Date: October 31, 2016

Re: Industry Public Utilities Water Operations Quarterly Report (July 2016 – September 2016)

In accordance with the City of Industry Waterworks System (the “CIWS”) Operation and Management Agreement between the City of Industry (the “City”) and the La Puente Valley County Water District (the “District”), the District is providing the CIWS Quarterly Report for the 1st Quarter of the 2016-17 fiscal year. The report represents fiscal year-to-date information along with the current status of various items listed under the appropriate heading.

Administrative/Financial

- Industry Public Utilities Summer Newsletter – District distributed the newsletters to Industry Public Utilities Customers in August 2016. A copy of the newsletter is enclosed as *Attachment 1*.
- Baldwin Park Operable Unit (BPOU) Project Agreement Extension – The Parties to the BPOU Agreement, which include our District, SGVWC, Suburban Water Systems, Valley County Water District, Cal Domestic Water Company, the San Gabriel Basin Water Quality Authority, the Main San Gabriel Basin Watermaster and six Cooperating Respondents continue efforts to negotiate an extension to the BPOU Agreement to ensure continued funding of BPOU Plume groundwater contamination remediation. The Parties have made significant progress in negotiations and a memorandum of understanding on a new agreement is expected within the coming months. District Staff is actively involved in these negotiations to ensure continued funding of groundwater treatment for the CIWS Well Field as well as the District’s Well Field.
- 2016-17 Fiscal Year Budget – A draft report of Revenue and Expenses as of September 30, 2016 is enclosed for your review as *Attachment 2*. Some fiscal year-end entries remain to be completed along with updating figures for the water system improvements paid for directly by the City.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as *Attachment 3*.

Distribution, Supply and Production

- Summary of Activities – A summary report of CIWS field activities for the 1st quarter of fiscal year 2016-17 are provided as *Attachment 4*.

- City of Industry Well No. 5 Operations – The latest recorded static level, pumping level and pumping rate for Well No. 5 is shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	162'	128'	144.5'	-16.5'	1,125

- Production Summary – The production for the 1st quarter of fiscal year 2016-17, to meet the needs of the CIWS, was 320.21 AF. The 2016-17 fiscal year report is provided as *Attachment 5*.
- 2016 Water Conservation – A summary water system usage for the months of December 2015 through September 2016 as compared to the same time period in 2013 is shown below. The overall reduction in use for this time period is 14%.

Month	2013	2016	Difference 2016-2013 (%)	Accumulative Difference (%)
December (2015)	99.84	92.19	-7.7%	-7.7%
January	90.55	83.08	-8.2%	-7.9%
February	81.62	91.85	12.5%	-1.8%
March	99.4	88.05	-11.4%	-4.4%
April	115.82	94.00	-18.8%	-7.8%
May	147.93	100.92	-31.8%	-13.4%
June	152.60	125.29	-17.9%	-14.3%
July	141.36	137.60	-2.7%	-12.5%
August	153.97	133.34	-13.4%	-12.6%
September	151.67	122.27	-19.4%	-13.5%
Totals	1234.76	1068.59	-166.17	-13.46%

- Production data shown in acre feet (AF)
- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the City of Industry, the District is providing the water exchange summary as of September 30, 2016 as *Attachment 6*.
- MSGB Groundwater Levels – On September 26, 2016, the Baldwin Park key well level was 172.4 feet asl, which is 2 feet lower than one year ago. Watermaster’s report on current hydrologic conditions is enclosed for your reference as *Attachment 7*.

Water Quality / Compliance

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 1st quarter of fiscal year 2016-17; approximately 97 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required by the SGVWC's B-5 Treatment Plant Permit.
- Triennial Lead and Copper Monitoring – Sampling was conducted in August. There were 23 samples collected at customer's taps. These samples were collected by customers from a tap in their home that has not been used for at least a 6-hour period. Sampling is complete and both 90% for lead and copper are under their respective action levels. A copy of the monitoring report submitted to DDW is enclosed as *Attachment 8*.
- CIWS DDW Visit – A visit from DDW on September 14, 2016, called for follow up action items that include an updated Bacteriological Sample Site Plan, Emergency/Chlorination Response Plan, and hydraulic flow diagram. Staff provided a technical submittal on September 21, 2016, in regards to the sacrificial anodes that were installed at the Lomitas Reservoir late 2012. All other items requested are being developed/gathered collectively to provide them by December 15, 2016.

Capital / Special Projects

- Update to the Water Master Plan – The hydraulic model is near developed with only field fire flows to be performed to gather the required field data (flow, pressure, etc.) to calibrate/test and/or adjust the models accuracy. In addition, staff received the revised Master Plan chapters from Civiltec and will continue to review towards the goal of finalizing all chapters.
- Andrew's School Domestic and Fire Service – Surface restoration (paving) was completed in August and this project is now complete.
- 13936 E. Valley Blvd – A revised request to construct one (1) 10" fire service, one (1) 8" fire service, three (3) 2" domestic services, and two (2) 2" irrigation services were submitted on August 30, 2016. Staff provided a Change Order to Developer for the change of scope and the additional funds to accommodate the change were deposited on September 9, 2016. Construction is scheduled to begin towards early October.

Personnel

- As of September 30, 2016, the District has 8 full time field employees, 5 full time office/administrative employees and 1 part time office employee. A summary of the current hourly rates for each District employee has been provided as *Attachment 9*.
- Safety meetings have been held monthly for all employees, along with weekly tailgate safety meetings for field employees.

Attachments

1. Industry Public Utilities 2016 Summer Newsletter
2. Statement of Revenue and Expenses for the 1st Quarter of 2016-17
3. Fund Disbursement List for 1st Quarter of 2016-17
4. Summary of Field Activities for 1st Quarter of 2016-17
5. Production Summary for 1st Quarter of 2016-17
6. CIWS -- LPVCWD Water Exchange and Delivery Summary for 1st Quarter of 2016-17
7. Main San Gabriel Basin Hydrological Report for September 2016
8. Triennial Lead and Copper Monitoring Report
9. Summary of Hourly Rates for District Staff for the 1st Quarter of 2016-17

Attachment 1



Industry Public Utilities

EL NIÑO'S RAINFALL DOESN'T ADD UP

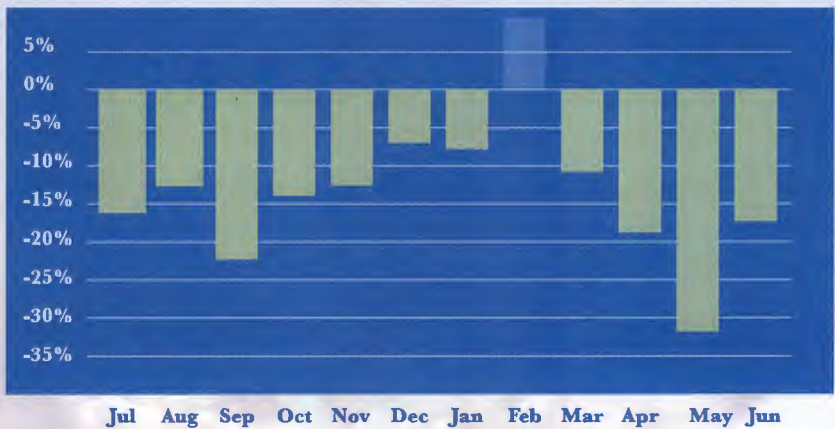
With all the talk about El Niño, winter of 2016 was expected to be the drought-buster season. Although parts of California received above average rain and snow fall, the storm system didn't quite live up to its expectations and fell short of what was needed to recover from the five-year historic drought. Please continue to use water efficiently through the hot days of summer and remember to follow the Industry Public Utilities' conservation regulations.

GREAT JOB ON CONSERVING WATER LET'S KEEP IT GOING!

Last year the State Water Resources Control Board (SWRCB) adopted an expanded drought-related emergency regulation to ensure water suppliers, their customers, and state residents increase their water conservation efforts. Under the State's new requirements, Industry Public Utilities (IPU) adopted additional restrictions in order to comply. Through this state mandate, IPU was required to enforce water conservation regulations, including notifying customers of possible leaks within their control.

The SWRCB's regulations aimed to reduce urban water use by 25%. You, our customer responded to the call. Over the last year, water usage within IPU's service area was 15% less than compared to 2013. During the hottest months, water usage was down approximately 17%. We observed a tremendous effort by our customers in reducing outdoor irrigation, which accounted for most of the water conserved over the last year. Overall, water conserved in the last year was 72 million gallons, which is enough water to meet the needs of over 500 households in one year.

2014-16 WATER USAGE



WATER CONSERVATION REGULATIONS ARE STILL IN PLACE:

Water levels in the Main San Gabriel Groundwater Basin are still at all time lows. We still need your assistance until local water supply conditions return to normal.

The following water wasting behaviors are prohibited:



Emergency Water Conservation Restrictions:



Outdoor watering is limited to three days a week between the hours of 6 p.m. and 9 a.m.



All water users shall repair leaks promptly



Irrigating landscapes during and up to 48 hours after it rains



Causing runoff by over watering



Washing down hardscapes



Washing vehicles using a hose without an automatic shut-off nozzle



Using a fountain without a recirculating pump



112 N. First Street
La Puente, CA 91744
(626) 336-1307

www.IndustryPublicUtilities.com

*Don't forget about our Online Bill Pay!
You can pay your bill any time at:*

WWW.INDUSTRYPUBLICUTILITIES.COM

Industry Public Utilities Commission

Mark D. Radecki
President

Cory C. Moss
Commissioner

Roy Haber III
Commissioner

Newell W. Ruggles
Commissioner

Abraham N. Cruz
Commissioner

Commission Meetings

Third Thursday of each month.
9:00 am
15651 Stafford Street, City of Industry

*Para obtener este boletín
informativo en español, por favor
llame al (626) 336-1307.*

The Industry Public Utilities is dedicated to providing high quality water, along with courteous and responsive customer service at the most reasonable cost.



THE PLANNING PROCESS

Planning for the future is an essential part of water. Preparing for IPU water system's future needs and how to maintain critical infrastructure that provides consistent service should be done on a regular basis. IPU will soon complete an update to its Water Master Plan to identify improvements and investments needed to guarantee IPU's water system can effectively and efficiently continue to provide high-quality water service to its customers.

Identifying the right type of improvements that will bring the best value to the customers is critical in understanding what type of funding will be needed to support these investments and in turn what type of adjustment in rates may be required.

Call and ask our staff about Ultra High Efficiency Toilet Program at (626) 336-1307.

Attachment 2

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending September 30, 2016
(Unaudited)

DESCRIPTION	SEPTEMBER 2016	FISCAL YTD	BUDGET FY 2016-17	% OF BUDGET	FY END 2015-2016
Total Operational Revenues	\$ 237,592	\$ 585,089	\$ 1,887,200	31.00%	\$ 1,863,369
Total Non-Operational Revenues	-	-	30,000	0.00%	65,772
TOTAL REVENUES	237,592	585,089	1,917,200	30.52%	1,929,141
Total Salaries & Benefits	53,078	160,984	622,700	25.85%	580,138
Total Supply & Treatment	13,928	45,529	732,500	6.22%	706,150
Total Other Operating Expenses	12,867	31,113	164,700	18.89%	169,752
Total General & Administrative	58,068	63,108	284,800	22.16%	274,256
Total Other & System Improvements	1,463	5,545	213,000	2.60%	162,682
TOTAL EXPENSES	139,404	306,279	2,017,700	15.18%	1,892,978
OPERATING INCOME	98,188	278,810	(100,500)	-277.42%	36,163
NET INCOME (LOSS)	\$ 98,188	\$ 278,810	\$ (100,500)	-277.42%	\$ 36,163

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2016

(Unaudited)

DESCRIPTION	SEPTEMBER 2016	FISCAL YTD	BUDGET FY 2016-17	YTD %	FY END 2015-2016
Operational Revenues					
Water Sales	\$ 166,716	\$ 402,561	\$ 1,180,000	34.12%	\$ 1,157,019
Service Charges	56,460	150,144	599,000	25.07%	598,233
Customer Charges	1,830	5,300	20,100	26.37%	20,361
Fire Service	12,586	27,083	88,100	30.74%	87,756
Miscellaneous Income	-	-	-	N/A	-
Total Operational Revenues	237,592	585,089	1,887,200	31.00%	1,863,369
Non-Operational Revenues					
Contamination Reimbursement	-	-	30,000	0.00%	35,789
Developer Fees	-	-	-	N/A	19,102
Miscellaneous Income	-	-	-	N/A	10,881
Total Non-Operational Revenues	-	-	30,000	0.00%	65,772
TOTAL REVENUES	237,592	585,089	1,917,200	30.52%	1,929,141
Salaries & Benefits					
Administrative Salaries	13,665	42,280	175,400	24.10%	168,089
Field Salaries	19,840	61,739	229,900	26.85%	205,882
Employee Benefits	11,791	36,019	137,500	26.20%	124,639
Pension Plan	3,908	12,022	46,700	25.74%	46,051
Payroll Taxes	2,399	7,449	26,600	28.01%	29,122
Workman's Compensation	1,475	1,475	6,600	22.35%	6,355
Total Salaries & Benefits	53,078	160,984	622,700	25.85%	580,138
Supply & Treatment					
Purchased Water - Leased	-	-	352,700	0.00%	496,961
Purchased Water - Other	1,133	2,615	14,400	18.16%	14,611
Power	12,255	36,382	126,700	28.72%	109,709
Assessments	-	5,515	75,100	7.34%	67,007
Treatment	-	-	6,600	0.00%	5,722
Well & Pump Maintenance	540	1,017	157,000	0.65%	12,140
Total Supply & Treatment	13,928	45,529	732,500	6.22%	706,150
Other Operating Expenses					
General Plant	122	514	10,300	4.99%	17,930
Transmission & Distribution	10,817	20,899	75,400	27.72%	53,479
Vehicles & Equipment	-	-	18,800	0.00%	34,708
Field Support & Other Expenses	1,170	3,832	23,400	16.38%	19,793
Regulatory Compliance	758	5,868	36,800	15.95%	43,842
Total Other Operating Expenses	12,867	31,113	164,700	18.89%	169,752

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2016

(Unaudited)

DESCRIPTION	SEPTEMBER 2016	FISCAL YTD	BUDGET FY 2016-17	YTD %	FY END 2015-2016
General & Administrative					
Management Fee	44,625	44,625	182,500	24.45%	176,750
Office Expenses	902	2,307	20,500	11.25%	20,015
Insurance	9,076	9,076	25,300	35.88%	23,288
Professional Services	1,605	1,763	15,000	11.75%	14,480
Customer Accounts	1,317	3,984	15,000	26.56%	15,207
Public Outreach & Conservation	64	91	24,500	0.37%	22,260
Other Administrative Expenses	479	1,263	2,000	63.16%	2,257
Total General & Administrative	58,068	63,108	284,800	22.16%	274,256
Other Expenses & System Improvements (Water Operations Fund)					
Transfer to Capital or Expense	-	-	-	N/A	-
Developer Capital Contributions	-	-	-	N/A	(178,514)
Developer Project -	-	-	-	N/A	8,605
Developer Project -	-	-	-	N/A	90,112
Developer Project -	-	-	-	N/A	3,795
Developer Project -	-	-	-	N/A	72,003
Developer Project -	-	-	-	N/A	5,996
Developer Project -	-	-	-	N/A	6,607
Net Developer Project Activity	-	-	-	-	8,605
Master Plan Update / Hydraulic Model	1,463	6,136	9,000	68.18%	29,092
Other System Improvements (Materials)	-	(591)	-	N/A	78,428
FH Laterals	-	-	9,000	0.00%	8,359
Service Line Replacements	-	-	25,000	0.00%	36,953
Valve Replacements	-	-	30,000	0.00%	1,245
Plant Electrical System Improvements	-	-	20,000	0.00%	-
Meter Installations - Industry Hills	-	-	67,000	0.00%	-
Meter Read Collection System	-	-	35,000	0.00%	-
SCADA System Assessment and Upgrades	-	-	18,000	0.00%	-
Total Other & System Improvements	1,463	5,545	213,000	2.60%	162,682
TOTAL EXPENSES	139,404	306,279	2,017,700	15.18%	1,892,978
OPERATING INCOME	98,188	278,810	(100,500)	N/A	36,163

Attachment 3

Industry July 2016 Disbursements

Check #	Payee	Amount	Description
2130	Corpro	\$ 1,785.00	Reservoir Maintenance
2131	G. M. Sager Construction	\$ 9,011.25	Field Expense - Patch Work
2132	Grainger Inc	\$ 87.76	Safety Signs
2133	Highroad IT	\$ 268.00	Technical Support
2134	Industry Hose & Fasteners	\$ 49.94	ACE 16" Waterline Relocation
2135	La Puente Valley County Water District	\$ 61,100.13	Labor Costs June 2016
2136	Merritt's Hardware	\$ 107.29	Field Supplies
2137	MJM Communications & Fire	\$ 785.00	Security Monitoring Service
2138	Time Warner Cable	\$ 263.10	Telephone Service
2139	Trench Plate Rental Co	\$ 1,199.00	ACE 16" Waterline Relocation
2140	Underground Service Alert	\$ 44.25	Line Notifications
2141	Vulcan Materials Company	\$ 300.52	Field Expense - Asphalt
2142	Weck Laboratories Inc	\$ 107.50	Water Sampling
2143	Western Water Works	\$ 168.46	Field Supplies
2144	ACWA/JPIA	\$ 1,546.60	Worker's Comp 04/01/16 - 06/30/16
2145	Alliance Communications Services	\$ 60.00	Answering Service
2146	Bank of America-Visa	\$ 299.42	Administrative Expenses
2147	Citi Cards	\$ 72.16	Administrative Expenses
2148	Civiltec Engineering Inc	\$ 165.00	General Services
2149	County of LA Dept of Public Works	\$ 984.00	Permit Fee's
2150	CV Strategies	\$ 1,452.54	Consumer Confidence Reports
2151	Ferguson Waterworks	\$ 3,248.09	Andrews School Project #2
2152	G. M. Sager Construction	\$ 1,183.40	Andrews School Project #2
2153	G3 SoilWorks	\$ 4,045.00	ACE 16" Waterline Relocation
2154	Grainger Inc	\$ 24.35	Field Supplies
2155	InfoSend	\$ 540.91	Billing Expense
2156	Jack Henry & Associates	\$ 61.62	Web E-Check Fee's
2157	La Puente Valley County Water District	\$ 448.91	Web CC & Bank Fee's Reimbursement
2158	Lagerlof, Senecal, Gosney & Kruse	\$ 490.25	Attorney Fee's
2159	Locus Technology	\$ 840.00	Technical Support
2160	Matt-Chlor Inc	\$ 1,300.00	ACE 16" Waterline Relocation
2161	Peck Road Gravel	\$ 950.00	Asphalt & Concrete Disposal
2162	Platinum Consulting Group	\$ 22.50	Administrative Support
2163	Sunbelt Rentals	\$ 530.75	Equipment Rental
2164	The Gas Company	\$ 19.57	Gas Expense
2165	Vulcan Materials Company	\$ 1,640.12	Andrews School Project #2
2166	Weck Laboratories Inc	\$ 289.00	Water Sampling
2167	Western Water Works	\$ 10,397.90	Andrews School Project #2 & Construction Meter
2168	Pav-Kote Inc	\$ 1,012.25	Construction Meter Refund
2169	Cell Business Equipment	\$ 76.31	Office Expense
2170	Colby Pest Control Service	\$ 75.00	Bee Removal
2171	G. M. Sager Construction	\$ 305.60	ACE 16" Waterline Relocation
2172	Industry Public Utility Commission	\$ 1,028.91	Industry Hills Power Expense

Industry July 2016 Disbursements - continued

Check #	Payee	Amount	Description
2173	InfoSend	\$ 137.76	Billing Expense
2174	Resource Building Materials	\$ 92.65	Andrews School Project #2
2175	San Gabriel Valley Water Company	\$ 1,090.12	Purchased Water - Salt Lake
2176	SC Edison	\$ 10,939.91	Power Expense
2177	Staples	\$ 182.98	Office Supplies
2178	Sunbelt Rentals	\$ 501.16	Equipment Rental
2179	The Gas Company	\$ 14.79	Gas Expense
2180	Time Warner Cable	\$ 52.09	Telephone Service
2181	Verizon Wireless	\$ 333.68	Cell Phone Service
2182	Vulcan Materials Company	\$ 1,559.70	Andrews School Project #2
2183	Weck Laboratories Inc	\$ 107.50	Water Sampling
2184	Western Water Works	\$ 76.10	Andrews School Project #2
Autodeduct	Intuit Quickbooks	\$ 384.75	Office Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 68.59	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 61.04	Credit Card Machine Lease
Autodeduct	First Data Global Leasing	\$ 30.20	Credit Card Machine Lease - Annual Fee
Total July 2016 Disbursements		\$ 124,020.38	

Industry August 2016 Disbursements

Check #	Payee	Amount	Description
2185	CCSInteractive	\$ 13.60	Monthly Website Hosting
2186	Hach Company	\$ 67.79	Field Supplies
2187	La Puente Valley County Water District	\$ 48,374.47	Labor Costs July 2016
2188	Matt-Chlor Inc	\$ 1,300.00	Andrews School Project #2
2189	Merritt's Hardware	\$ 26.14	Field Supplies
2190	S & J Supply Co Inc	\$ 253.61	Field Supplies
2191	Stetson Engineers Inc	\$ 1,828.50	Consumer Confidence Reports
2192	Time Warner Cable	\$ 263.10	Telephone Service
2193	Underground Service Alert	\$ 49.50	Line Notifications
2194	Weck Laboratories Inc	\$ 322.50	Water Sampling
2195	Ajim Baksh	\$ 10.39	Customer Overpayment Refund
2196	Alliance Communications Services	\$ 60.00	Answering Service
2197	Azusa Land Reclamation	\$ 938.15	ACE 16" Waterline Relocation
2198	Citi Cards	\$ 49.51	Administrative Expenses
2199	Dakota Backflow Co	\$ 55.00	Backflow Testing
2200	Downs Energy Inc	\$ 476.78	Pump Maintenance
2201	G3 SoilWorks	\$ 1,674.00	Andrews School Project #2
2202	Industry Public Utility Commission	\$ 563.60	Industry Hills Power Expense
2203	InfoSend	\$ 605.32	Billing Expense
2204	Jack Henry & Associates	\$ 46.25	Web E-Check Fee's
2205	La Puente Valley County Water District	\$ 2,406.25	Reimbursement - Stetson - Engineering Services
2206	La Puente Valley County Water District	\$ 19,407.64	Inventory Reimbursement January-June 2016
2207	Peck Road Gravel	\$ 150.00	Asphalt & Concrete Disposal
2208	S & J Supply Co Inc	\$ 2,806.36	Field Supplies
2209	Sunbelt Rentals	\$ 722.67	Andrews School Project #2
2210	The Gas Company	\$ 26.69	Gas Expense
2211	Trench Plate Rental Co	\$ 947.15	Andrews School Project #2
2212	Vulcan Materials Company	\$ 499.93	Field Expense - Asphalt
2213	Western Water Works	\$ 515.65	Field Supplies
2214	Main SG Basin Watermaster	\$ 55,976.85	Production Assessments FY 2015/2016
2215	CV Strategies	\$ 800.00	Newsletters
2216	Civiltec Engineering Inc	\$ 798.75	13936 Valley Blvd Project
2217	County of LA Dept of Public Works	\$ 2,004.00	Permit Fee's
2218	G. M. Sager Construction	\$ 7,200.00	Andrews School Project #2
2219	Industry Hose & Fasteners	\$ 84.04	Field Supplies
2220	InfoSend	\$ 128.55	Billing Expense
2221	La Puente Valley County Water District	\$ 23,631.52	Truck, Equipment & Fuel Reimbursement
2222	La Puente Valley County Water District	\$ 592.75	Web CC & Bank Fee's Reimbursement
2223	Peck Road Gravel	\$ 1,135.00	Andrews School Project #2
2224	Resource Building Materials	\$ 24.02	ACE 16" Waterline Relocation
2225	S.E. Nelson Construction	\$ 525.00	ACE 16" Waterline Relocation
2226	San Gabriel Basin WQA	\$ 5,515.00	Pumping Rights Assessments FY 2016/2017
2227	San Gabriel Valley Water Company	\$ 887.04	Purchased Water - Salt Lake

Industry August 2016 Disbursements - continued

Check #	Payee	Amount	Description
2228	SC Edison	\$ 11,489.22	Power Expense
2229	Staples	\$ 69.89	Office Supplies
2230	The Gas Company	\$ 14.30	Gas Expense
2231	Time Warner Cable	\$ 52.09	Telephone Service
2232	Trench Plate Rental Co	\$ 562.60	Equipment Rental
2233	Verizon Wireless	\$ 320.49	Cell Phone Service
2234	Vulcan Materials Company	\$ 308.16	Field Expense - Asphalt
2235	Weck Laboratories Inc	\$ 675.00	Water Sampling
2236	Western Water Works	\$ 364.72	ACE 16" Waterline Relocation
Online	Home Depot Credit Services	\$ 337.66	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 89.17	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 61.04	Credit Card Machine Lease - Monthly
Total August 2016 Disbursements		\$ 198,107.41	

Industry September 2016 Disbursements

Check #	Payee	Amount	Description
2238	Daysi Radua	\$ 3.48	Customer Overpayment Refund
2239	Alliance Communications Services	\$ 60.00	Answering Service
2240	CCSInteractive	\$ 63.60	Monthly Website Hosting & Newsletter
2241	Civiltec Engineering Inc	\$ 297.50	General Services
2242	County of LA Dept of Public Works	\$ 1,681.59	ACE 16" Waterline Relocation
2243	Ferguson Waterworks	\$ 2,498.28	Valley Blvd Project
2244	Highroad IT	\$ 699.50	Technical Support
2245	La Puente Valley County Water District	\$ 59,531.80	Labor Costs August 2016
2246	Merritt's Hardware	\$ 62.32	Field Supplies
2247	Peck Road Gravel	\$ 380.00	Asphalt & Concrete Disposal
2248	S & J Supply Co Inc	\$ 260.29	ACE 16" Waterline Relocation
2249	Time Warner Cable	\$ 263.10	Telephone Service
2250	Underground Service Alert	\$ 45.75	Line Notifications
2251	Weck Laboratories Inc	\$ 107.50	Water Sampling
2252	Western Water Works	\$ 514.62	ACE 16" Waterline Relocation & Field Supplies
2253	Azusa Land Reclamation	\$ 460.00	ACE 16" Waterline Relocation
2254	Civiltec Engineering Inc	\$ 1,821.25	ACE 16" Waterline Relocation & General Services
2255	InfoSend	\$ 686.11	Billing Expense
2256	Jack Henry & Associates	\$ 48.62	Web E-Check Fee's
2257	La Puente Valley County Water District	\$ 510.03	Web CC & Bank Fee's Reimbursement
2258	Platinum Consulting Group	\$ 67.50	Administrative Support
2259	San Gabriel Valley Water Company	\$ 1,133.07	Purchased Water - Salt Lake
2260	SC Edison	\$ 10,939.70	Power Expense
2261	The Gas Company	\$ 14.30	Gas Expense
2262	Trench Plate Rental Co	\$ 313.10	Equipment Rental
2263	Weck Laboratories Inc	\$ 215.00	Water Sampling
2264	Western Water Works	\$ 14,799.41	Valley Blvd Project
2265	ACWA/JPIA	\$ 12,101.97	Auto & General Liability Insurance
2266	CCSInteractive	\$ 13.60	Monthly Website Hosting
2267	County of LA Dept of Public Works	\$ 1,018.74	Andrews School Project #2
2268	County of LA Dept of Public Works	\$ 1,503.00	Permit Fee's
2269	G. M. Sager Construction	\$ 5,500.00	Field Expense - Patch Work
2270	Hach Company	\$ 225.83	Field Supplies
2271	Industry Public Utility Commission	\$ 1,202.87	Industry Hills Power Expense
2272	McMaster-Carr Supply Co	\$ 142.57	Field Supplies
2273	Sunbelt Rentals	\$ 316.02	Equipment Rental
2274	The Gas Company	\$ 15.78	Gas Expense
2275	Time Warner Cable	\$ 52.09	Telephone Service
2276	Verizon Wireless	\$ 323.61	Cell Phone Service
2277	Weck Laboratories Inc	\$ 215.00	Water Sampling
2278	La Puente Valley County Water District	\$ 44,625.00	3rd Quarter O&M Fee
Autodeduct	Wells Fargo Merchant Fee's	\$ 74.55	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 61.04	Credit Card Machine Lease

Total September 2016 Disbursements \$ 164,869.09

Attachment 4

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS FIELD ACTIVITIES REPORT - 2016-17

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	2016-17 FISCAL	2015-16 FISCAL
Water Quality Monitoring														
No. of Samples from Distribution System	29	34	39										102	372
Distribution Maintenance														
Repair/Replace Service Line	1	0	3										4	27
Repair/Replace Main Line	0	1	5										6	4
Replace Curb/Angle Stop	0	1	0										1	12
New Service Installations	1	0	0										1	0
Install New Air Release or Blow Off	0	0	0										0	7
Concrete/Asphalt Patch Repairs - Staff	2	3	1										6	16
Concrete/Asphalt Patch Repairs - Vendor	4	0	8										12	71
Reset Meter Box to Grade	0	1	0										1	1
Replace Slip Can/ Valve Lid	0	0	0										0	6
Fire Hydrant Repairs/Replaced	0	1	0										1	3
Valves Exercised	0	0	0										0	414
Hydrants / Dead Ends Flushed	0	0	0										0	2
Locate for USA	12	29	40										81	287
USA's - Underground Service Alerts Marked	3	1	7										11	40
Meter Maintenance														
Replaced Register/Meter/Guts	6	6	4										16	74
Replace Meter Box/Lid	0	6	4										10	18
Removed Meter	0	0	0										0	3
Repaired Meter Leaks	1	0	0										1	7
Customer Service														
Re-Reads for Billing	0	0	0										0	15
Read for Open/Close	2	7	1										10	29
Turn Off/Lock	6	5	3										14	82
Turn On	7	12	8										27	140
Door Hangers - Miscellaneous	3	4	2										9	50
Door Hangers- Delinquents	98	95	132										325	1293
Door Hangers - Conservation	4	5	8										17	14
Shut Off - Non-Payment	19	20	23										62	198

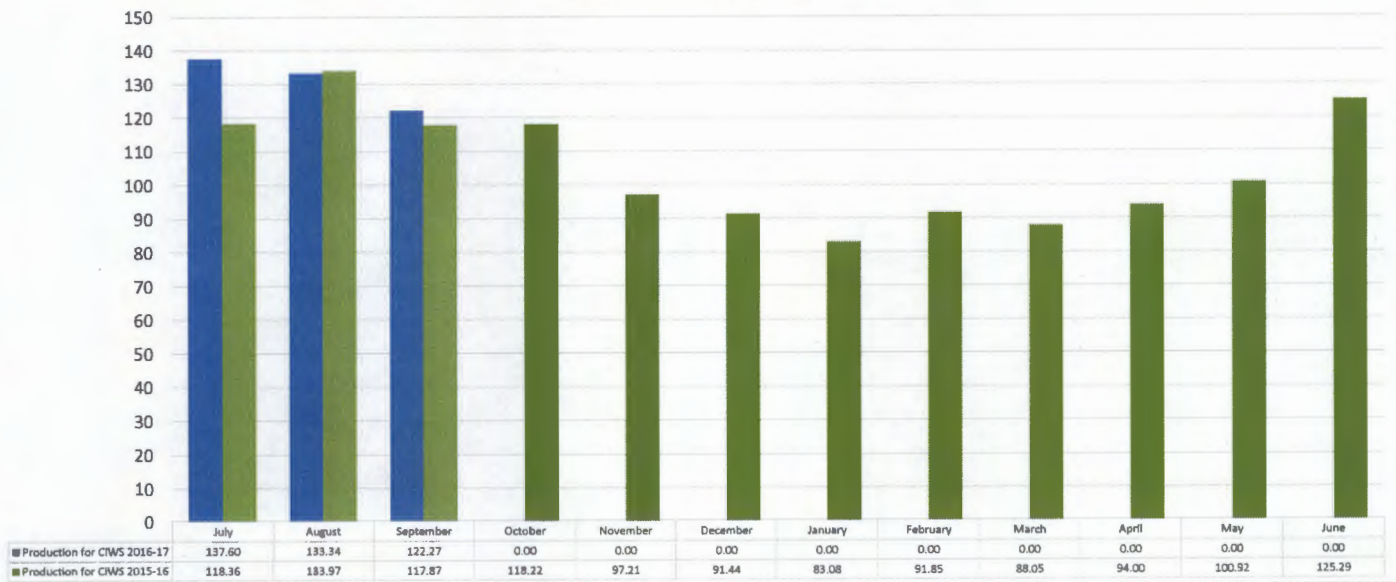
Attachment 5

Industry Public Utilities - Water Operations

PRODUCTION REPORT - FISCAL 2016-17

CIWS PRODUCTION	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	2016-17 FISCAL	2015-16 FISCAL
COI Well No. 5 To SGVCW B5	137.53	140.04	140.04										417.61	1384.33
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.54	0.62	0.70										1.86	8.78
SGVWC Lomas Ave	130.00	132.19	123.21										385.40	1244.60
SGVWC Workman Mill Rd	0.00	0.00	0.00										0.00	4.52
Interconnections from LPVCWD	9.87	13.63	1.06										24.56	109.72
Subtotal	140.41	146.44	124.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	411.82	1367.62
Interconnections to LPVCWD	2.81	13.10	2.70										18.61	107.36
Production for CIWS 2016-17	137.60	133.34	122.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	393.21	1260.26
Production for CIWS 2015-16	118.36	133.97	117.87	118.22	97.21	91.44	83.08	91.85	88.05	94.00	100.92	125.29	1260.26	1260.26

Water System Usage (Acre Feet)



Attachment 6

CIWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement)

Deliveries from LPVCWD to CIWS

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year	Total	Running Total
Prior Period (15-18)					0.00	0.00	0.00						0.00	0.00	0.00	0.00	0.00
16-17 QTR 1	1.64	0.00	0.00	0.00	1.64	1.64	0.00			22.92	0.00		22.92	22.92	0.00	24.56	24.56
16-17 QTR 2					0.00	1.64	0.00						0.00	22.92	0.00	0.00	24.56
16-17 QTR 3					0.00	1.64	0.00						0.00	22.92	0.00	0.00	24.56
16-17 QTR 4					0.00	1.64	0.00						0.00	22.92	0.00	0.00	24.56
Annual Total	1.64	0.00	0.00	0.00	1.64		0.00			22.92	0.00		22.92		0.00	24.56	24.56

Deliveries from CIWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year	Total	Running Total
Prior Period (15-18)							0.00						0.00	0.00	0.00	0.00	0.00
16-17 QTR 1	7.80	0.00		0.00	7.80	7.80	0.00	2.67	1.87	5.68	0.64	0.00	10.87	10.87	0.00	18.67	18.67
16-17 QTR 2					0.00	7.80	0.00						0.00	10.87	0.00	0.00	18.67
16-17 QTR 3					0.00	7.80	0.00						0.00	10.87	0.00	0.00	18.67
16-17 QTR 4					0.00	7.80	0.00						0.00	10.87	0.00	0.00	18.67
Annual Total	7.80	0.00		0.00	7.80		0.00	2.67	1.87	5.68	0.64		10.87		0.00	18.67	18.67

Delivery Summary

Quarter	A		B		C		D		E			
	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	LPVCWD to CIWS in 488	CIWS to LPVCWD in 488	Amount unable to exchange in 488	CIWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to CIWS in 775	CIWS to LPVCWD in 775	Amount unable to exchange in 775	LPVCWD owes \$ to CIWS for 775 Deliveries	LPVCWD Owes \$ to CIWS
Prior Period (15-18)	0.00	0.00	0.00	0.00	0.00	0.00	n/a	0.00	0.00	0.00	n/a	n/a
16-17 QTR 1	24.56	18.67	-5.89	1.64	7.80	6.16	n/a	22.92	10.87	-12.05	n/a	n/a
16-17 QTR 2	0.00	0.00	0.00	0.00	0.00	0.00	n/a	0.00	0.00	0.00	n/a	n/a
16-17 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00	n/a	0.00	0.00	0.00	n/a	n/a
16-17 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00	n/a	0.00	0.00	0.00	n/a	n/a
Annual Total	24.56	18.67	-5.89	1.64	7.80	6.16	0.00	22.92	10.87	-12.05	n/a	n/a

Balance Owed by CIWS Overall

Balance Owed by LP in 488

Balance Owed by CIWS in 775

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed cost to convey water to the 488 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon cost to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes. In this case LPVCWD would owe CIWS the amount shown.

Attachment 7



Main San Gabriel Basin WATERMASTER

OCTOBER 5, 2016

REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On August 26, 2016, the Baldwin Park Key Well groundwater elevation was 173.0 feet.
- On September 26, 2016, the Baldwin Park Key Well groundwater elevation was 172.4 feet. The new historical low is 172.4 feet on August 5, 2016.
 - ❖ An increase of 0.2 feet from the prior week and a decrease of 0.6 feet from the prior month
 - ❖ About 2 feet lower than one year ago (represents about 16,000 acre-feet.) Includes about 84,600 acre-feet of untreated imported water in cyclic storage accounts, which represents about 11 feet of groundwater elevation at the Key Well.

Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of September 28, 2016
 - ❖ Average rainfall from July 1st through September 30th of each year is 0.40 inches
 - ❖ Rainfall during July 1, 2016 through September 28, 2016 is 0.00 inches
 - ❖ Rainfall last year (during July 1, 2015 through September 30, 2015) was about 2.09 inches
- Los Angeles Civic Center as of September 28, 2016
 - ❖ Average rainfall from July 1st through September 30th of each year is 0.27 inches
 - ❖ Rainfall during July 1, 2016 through September 28, 2016 is 0.00 inches
 - ❖ Rainfall last year (during July 1, 2015 through September 30, 2015) was about 2.77 inches

🚧 Reservoir Storage and Releases

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
 - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 11,136 acre-feet
 - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 43,646 acre-feet
 - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 28,696 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment
 - ❖ Total storage capacity is 83,478 acre-feet
 - ❖ Combined storage as of September 26, 2016 was 13,374 acre-feet (about 16 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 3 cfs and release was 0 cfs as of September 26, 2016.

 - ❖ Morris Reservoir inflow was 0 cfs and release was 0 cfs as of September 26, 2016.

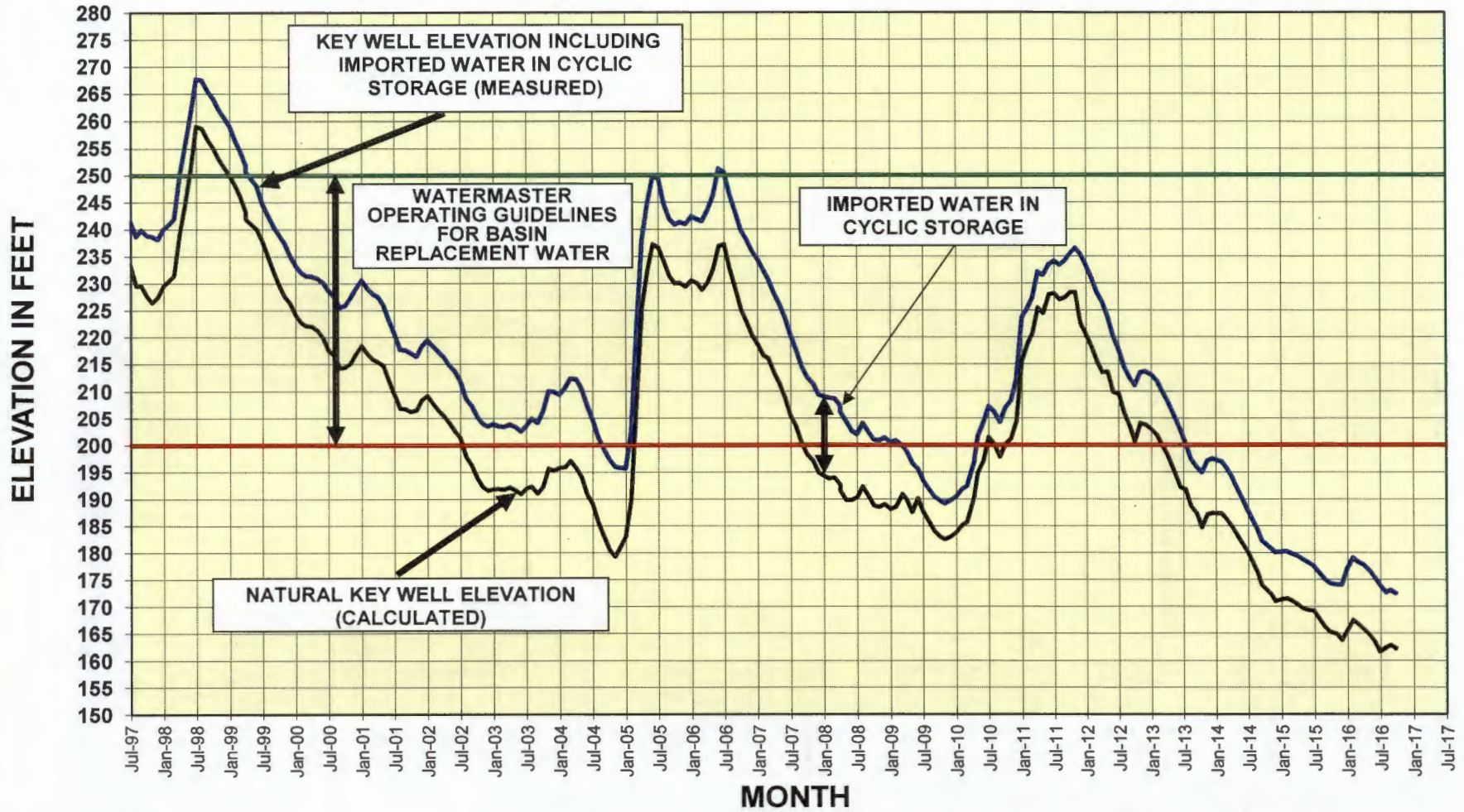
🚧 Untreated Imported Water Deliveries

- Upper District
 - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day)
 - USG-3 began deliveries on March 10, 2016 at a rate of about 200 acre-feet per day. The total requested delivery was 3,000 acre-feet.
 - During March 2016, Upper District delivered 3,000.9 acre-feet of untreated imported water through USG-3.
 - On March 25, 2016, deliveries were completed and USG-3 was shutoff.
 - Upper District requested 18,000 acre-feet of untreated imported water to be delivered through USG-3. Delivery is requested to commence on October 1, 2016 (or on another date more acceptable to MWD and LACFCD staff) and delivery is requested to be completed by December 31, 2016.

- MWD began delivering untreated imported water through USG-3 commencing July 6, 2016 into MWD's cyclic storage account and no capacity charge will be incurred on this delivery. Deliveries were completed on August 10, 2016. It is anticipated MWD will transfer this water to Upper District after October 1, 2016.
 - Three Valleys District requested delivery of 11,000 acre-feet through USG-3 at a rate of 60 cfs. Delivery is requested to commence October 1, 2016 (or on another date more acceptable to MWD and LACFCD staff).
 - MWD began delivering untreated imported water through USG-3 commencing August 11, 2016 into MWD's cyclic storage account and no capacity charge will be incurred on this delivery. It is anticipated MWD will transfer this water to Three Valleys District after October 1, 2016.
 - Upper District requested 21,000 acre-feet of untreated imported water to be delivered through USG-3. Delivery is requested to commence on October 1, 2016 (or on another date more acceptable to MWD and LACFCD staff) and delivery is requested to be completed by December 31, 2016.
 - MWD began delivering untreated imported water through USG-3 commencing September 16, 2016 into MWD's cyclic storage account and no capacity charge will be incurred on this delivery. It is anticipated MWD will transfer this water to Upper District after October 1, 2016.
- San Gabriel District
- ❖ San Gabriel District will not deliver to the San Gabriel Canyon Basin during September 2016.
- Three Valleys District
- ❖ A portion of Three Valleys District USG-3 deliveries are being diverted to the San Gabriel Canyon Basin.

🚧 **Landfill Report**

- Watermaster staff toured the following landfills during the month of September 2016:
- ❖ Azusa Land Reclamation
 - ❖ Lower Azusa Reclamation
 - ❖ Peck Road
 - ❖ Nu Way – Arrow
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.



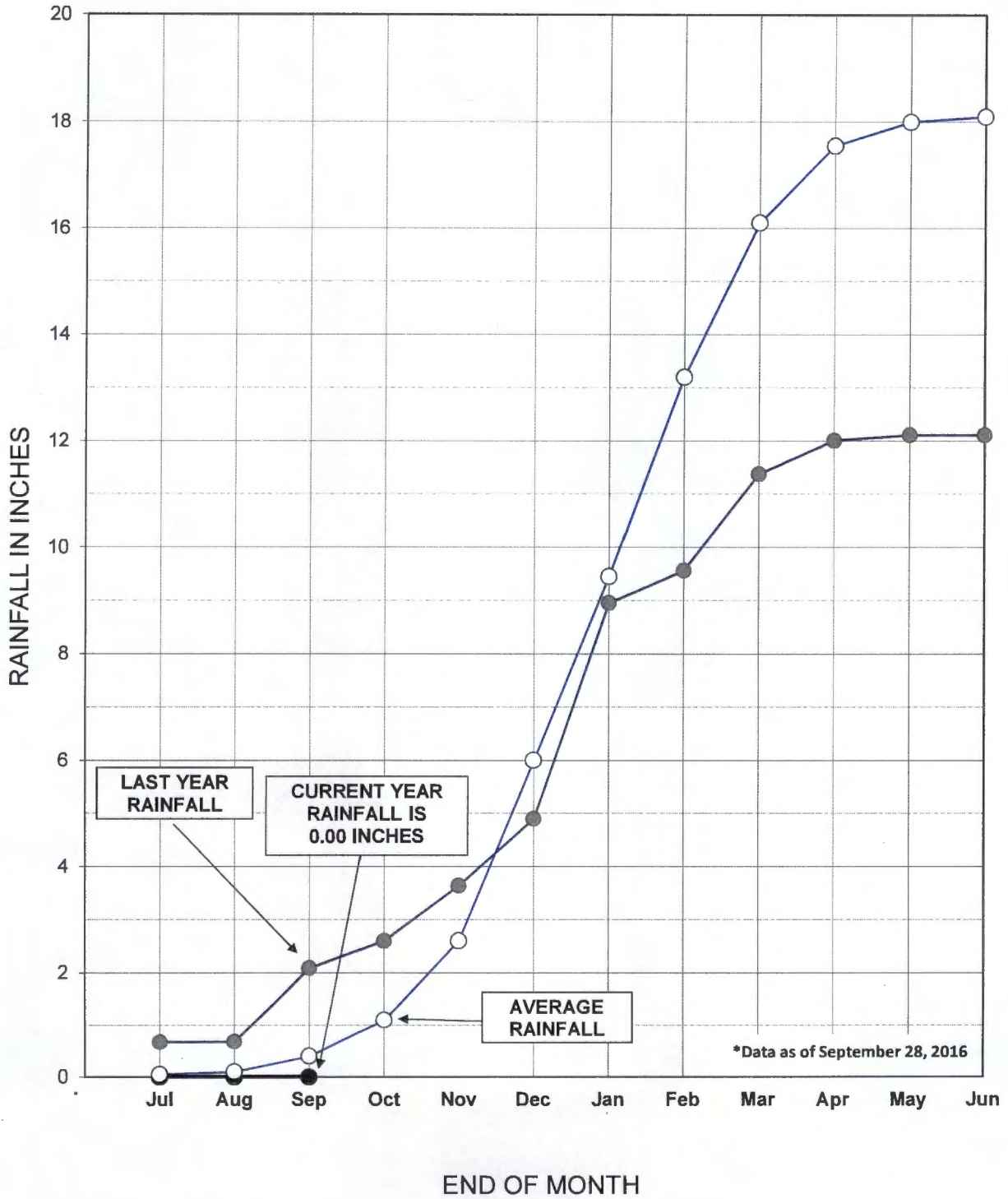
STETSON ENGINEERS INC.

Covina San Rafael Mesa, Arizona

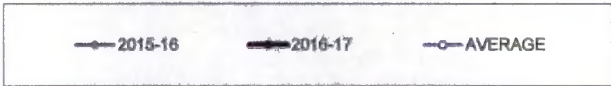
WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**BALDWIN PARK KEY WELL
GROUNDWATER ELEVATION**



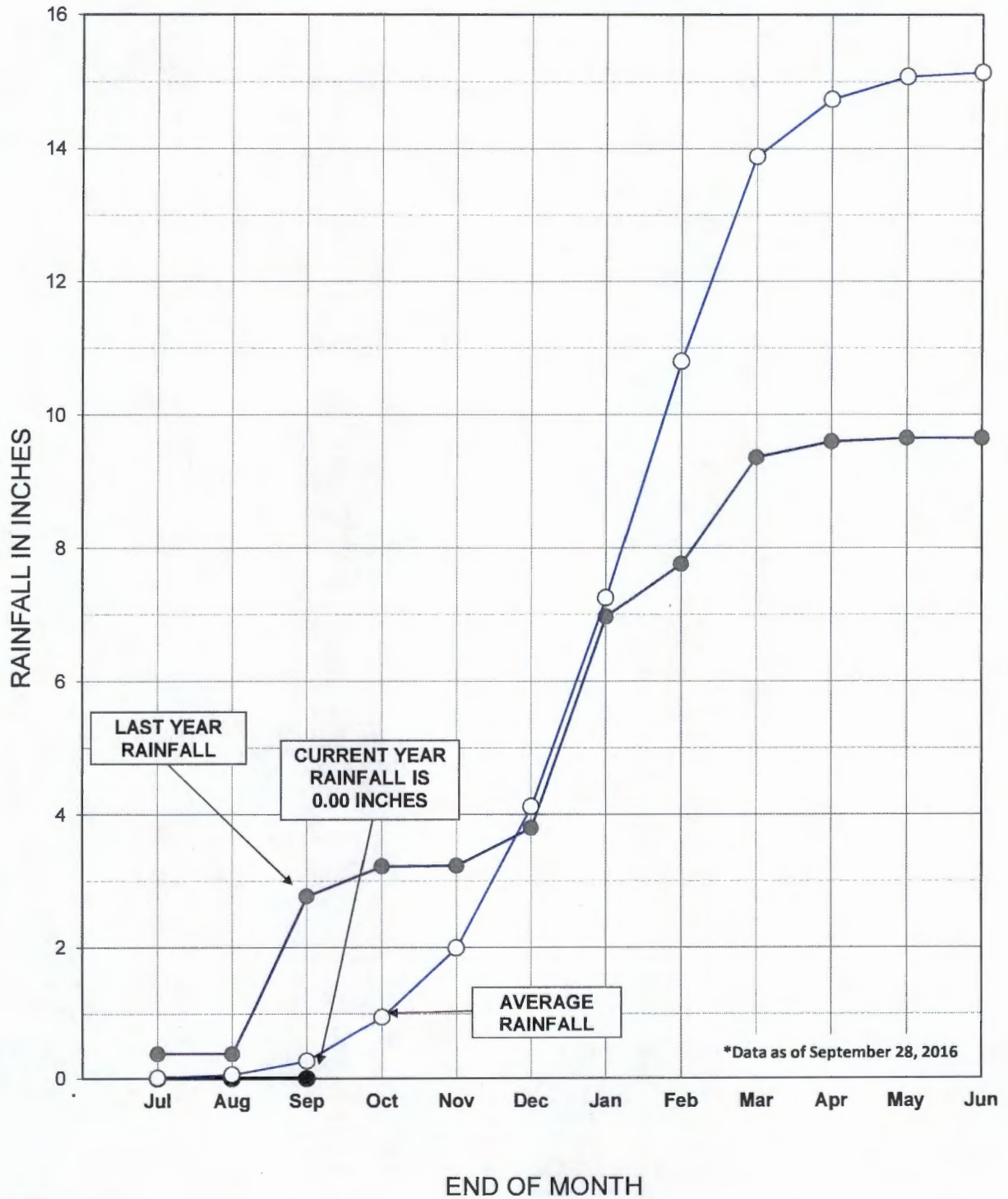
*Data as of September 28, 2016



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT PUDDINGSTONE DAM (STATION NO. 96-C)**



STETSON ENGINEERS INC.
 Covina San Rafael Mesa, Arizona
 WATER RESOURCE ENGINEERS

MAIN SAN GABRIEL BASIN WATERMASTER

**ACCUMULATED RAINFALL
 AT LOS ANGELES CIVIC CENTER**

Attachment 8



**La Puente Valley County Water District
Industry Public Utilities**

112 N First St. / P.O. Box 3165
La Puente, CA 91744
(626) 336-1307 – Fax (626) 330-2679
www.lapuentewater.com

September 26, 2016

Mr. James Ko, P.E.
State Water Resources Control Board
Division of Drinking Water
500 North Central Avenue, Suite 500
Glendale, CA 91203

RE: Title 22 Lead and Copper Results – System No. 1910029

Dear Mr. Ko:

The Industry Public Utilities – City of Industry Waterworks System hereby submits the 2016 Lead and Copper Results.

Enclosed are the following documents.

1. EPA form 141A
2. Lab results
3. 90% calculation
4. Sample instructions and notices
5. Consumer Notices of Tap Water Results
6. Lead Consumer Notice Certification Form

If you have any questions or need additional information, please contact me at your earliest convenience.

Sincerely,

Cesar A Ortiz
Water Production & Treatment Supervisor
Enclosures (6)

SAMPLE SITE IDENTIFICATION AND CERTIFICATION

System's Name: <u>Industry Public Utilities</u> Address: <u>112 N. 1st Street.</u> <u>P.O. Box 3165</u> <u>Industry, CA 91744</u> System ID: <u>1910029</u> Contact Person: <u>Cesar A Ortiz</u>	System Type: <input checked="" type="checkbox"/> CWS <input type="checkbox"/> NTNCWS Number of People Served: <input type="checkbox"/> >100,000 <input type="checkbox"/> 501 to 3,300 <input type="checkbox"/> 10,001 to 100,000 <input type="checkbox"/> 101 to 500 <input checked="" type="checkbox"/> 3,301 to 10,000 <input type="checkbox"/> ≤100 Telephone number: <u>626-330-2126</u>
---	---

CERTIFICATION OF SAMPLING SITES

LEAD SOLDER SITES	
# of single-family structures with copper pipes with lead solder installed after 1982 or lead pipes and/or lead service lines (Tier 1)	<u>5</u>
# of multi-family structures with copper pipes with lead solder installed after 1982 or lead pipes and/or lead service lines (Tier 1)	<u> </u>
# of buildings containing copper pipes with lead solder installed after 1982 or lead pipes and/or lead service lines (Tier 2)	<u> </u>
# of sites that contain copper pipes with lead solder installed before 1983 (Tier 3)	<u> </u>
# of sites that do not meet Tier 1, 2, or 3 criteria <i>(to be used only if other conditions have been exhausted)</i>	<u>18</u>
TOTAL	<u>23</u>

The following sources have been explored to determine the number of structures which have interior lead pipe or copper pipe with lead solder.

- Plumbing and/or building codes
 - Plumbing and/or building permits
 - Contacts within the building department, municipal clerk's office, or State regulatory agencies for historical documentation of the service area development
 - Water Quality Data
- Other Resources Which PWS May Utilize**
- Interviews with building inspectors
 - Survey of service area plumbers about when and where lead solder was used from 1982 to present
 - Survey residents in sections of the service area where lead pipe and/or copper pipe with lead solder is suspected to exist
 - Interviews with local contractors and developers

Explanation of Tier 2 and Tier 3 sites (attach additional pages if necessary) _____

SAMPLE SITE IDENTIFICATION AND CERTIFICATION

CERTIFICATION OF SAMPLING SITES

LEAD SERVICE LINE SITES

of samples required to be drawn from lead service line sites 0
 # of samples actually drawn from lead service line sites 0
 Difference (explain differences other than zero) _____

The following sources have been explored to determine the number of lead service lines in the distribution system.

- Distribution system maps and record drawings
- Information collected for the presence of lead and copper as required under §141.42 of the Code of Federal Regulations
- Capital improvement plans and/or master plans for distribution system development
- Current and historical standard operating procedures and/or operation and maintenance (O&M) manuals for the type of materials used for service connections
- Utility records including meter installation records, customer complaint investigations and all historical documentation which indicate and/or confirm the location of lead service connections
- Existing water quality data for indications of 'troubled areas'

Other Sources Which PWS Utilized

- Interviews with senior personnel
- Conduct service line sampling where lead service lines are suspected to exist but their presence is not confirmed
- Review of permit files
- Community survey
- Review of USGS maps and records
- Interviews with pipe suppliers, contractors, and/or developers

Explanation of fewer than 50% LSL sites identified (attach additional pages if necessary): _____

CERTIFICATION OF COLLECTION METHODS

I certify that:

- Each first draw tap sample for lead and copper is 1 liter in volume and has stood motionless in the plumbing system of each sampling site for at least 6 hours.
- Each first draw sample collected from a single-family residence has been collected from the cold water kitchen tap or bathroom sink tap.
- Each first draw sample collected from a non-residential building has been collected at an interior tap from which water is typically drawn for consumption.
- Each first-draw sample collected during an annual or triennial monitoring period has been collected in the months of June, July, August, or September or in the alternate period specified by the State.
- Each resident who volunteered to collect tap water samples from his or her home has been properly instructed by [insert water system's name] Industry Public Utilities in the proper methods for collecting lead and copper samples. I do not challenge the accuracy of those sampling results. Enclosed is a copy of the material distributed to residents explaining the proper collection methods, and a list of the residents who performed sampling.

SAMPLE SITE IDENTIFICATION AND CERTIFICATION

RESULTS OF MONITORING

THE RESULTS OF LEAD AND COPPER TAP WATER SAMPLES MUST BE ATTACHED TO THIS DOCUMENT

of samples required 20

of samples submitted 23

90th Percentile Pb 3.1 ug/L

90th Percentile Cu 580 ug/L

Note: If the State has informed you that it will calculate your 90th percentile levels, you do not need to submit the 90th percentile calculations. However, you must still provide your sample results to the State by the deadline that they have specified.

THE RESULTS OF WATER QUALITY PARAMETER SAMPLES MUST BE ATTACHED TO THIS DOCUMENT

of WQP tap samples required _____

of WQP tap samples submitted _____

of entry point samples required _____

of entry point samples submitted _____

CHANGE IN SAMPLING SITES

Original site address: _____

New site address: _____

Distance between sites (approximately): _____

Targeting Criteria: NEW: _____ OLD: _____

Reason for change (attach additional pages if necessary) no changes

Cesar A. Ortiz

SIGNATURE

Cesar A Ortiz

Water Production & Treatment Supervisor

9/16/16

PRINTED NAME

TITLE

DATE

Industry Public Utilities

LEAD RESULTS

August 2016

No	ADDRESS		Lead (UG/L)	Sample Date	
1	615 Redburn Ave.	La Puente,	ND	7/28/2016	
2	935 Caraway Dr.	La Puente,	ND	7/27/2016	
3	13814 Lomitas Ave.	La Puente,	ND	7/28/2016	
4	16238 Handorf	City of Industry,	ND	7/29/2016	
5	13529 Eckford	La Puente,	0.20	8/1/2016	
6	550 Hilbert Ave.	La Puente,	0.21	7/27/2016	
7	16218 Handorf	City of Industry,	0.21	7/27/2016	
8	13962 Porto Rico Dr.	La Puente,	0.22	7/27/2016	
9	797 S. 4th Ave.	La Puente,	0.26	7/29/2016	
10	774 Pamela Kay Ln.	La Puente,	0.27	7/27/2016	
11	521 5th Ave	La Puente,	0.28	7/27/2016	
12	485 Rall Ave.	La Puente,	0.29	7/27/2016	
13	13714 Don Julian Rd.	La Puente,	0.29	7/27/2016	
14	461 S. 4th Ave.	La Puente,	0.42	7/27/2016	
15	521 S. 3rd Ave.	La Puente,	0.53	7/27/2016	
16	13717 Don Julian Rd.	La Puente,	0.59	7/27/2016	
17	14063 Proctor Ave.	City of Industry,	0.63	7/27/2016	
18	516 S. 3rd Ave.	LA Puente,	0.67	7/28/2016	
19	492 Rall Ave.	La Puente,	0.79	7/27/2016	
20	798 Spanish Oak.	La Puente,	1.80	7/27/2016	
21	13812 Lomitas Ave.	La Puente,	3.10	7/28/2016	90% Percentile
22	820 S. 4th Ave.	La Puente,	4.20	7/27/2016	
23	336 Workman Mill.	La Puente,	7.80	7/27/2016	
		MIN	ND		
		AVG	1.14		
		MAX	7.80		

Industry Public Utilities

COPPER RESULTS

August 2016

No	Sample Location Address	Copper (UG/L)	Sample Date
1	820 S. 4th Ave. La Puente,	6.6	7/27/2016
2	13814 Lomitas Ave. La Puente,	8.8	7/28/2016
3	615 Redburn Ave. La Puente,	23	7/28/2016
4	13714 Don Julian Rd. La Puente,	27	7/27/2016
5	492 Rall Ave. La Puente,	28	7/27/2016
6	461 S 4th Ave La Puente,	39	7/27/2016
7	13812 Lomitas Ave. La Puente,	64	7/28/2016
8	16218 Handorf City of Industry,	71	7/27/2016
9	516 S. 3rd Ave. La Puente,	84	7/28/2016
10	14063 Proctor Ave. City of Industry,	99	7/27/2016
11	935 Caraway Dr. La Puente,	100	7/27/2016
12	336 Workman Mill. La Puente,	130	7/27/2016
13	16238 Handorf City of Industry,	140	7/29/2016
14	485 Rall Ave. La Puente,	160	7/27/2016
15	521 S. 3rd Ave. La Puente,	220	7/27/2016
16	797 S. 4th Ave. La Puente,	230	7/29/2016
17	521 S 5th Ave La Puente,	240	7/27/2016
18	550 Hilbert Ave. La Puente,	240	7/27/2016
19	13717 Don Julian Rd. La Puente,	300	7/27/2016
20	774 Pamela Kay Ln. La Puente,	360	7/27/2016
21	798 Spanish Oak. La Puente,	580	7/27/2016
22	13962 Porto Rico Dr. La Puente,	810	7/27/2016
23	13529 Eckford La Puente,	840	8/1/2016
	MIN	6.6	
	AVG	240.02	
	MAX	840	

90% Percentile

INDUSTRY PUBLIC UTILITIES

The following is the method required by the Environmental Protection Agency (EPA) for collecting Lead and Copper samples.

Please take the sample in the bottle provided as follows:

- 1. DO NOT RUN WATER FOR SIX HOURS PRIOR TO SAMPLING (I.E. OVERNIGHT).**
- 2. TAKE WATER SAMPLE FROM KITCHEN SINK WHEN YOU FIRST TURN ON THE FAUCET.**
- 3. LEAVE BOTTLE WITH WATER SAMPLE ON YOUR PORCH OR DOOR STEP AND IT WILL BE PICKED UP BY A WATER DISTRICT REPRESENTATIVE AFTER 8AM .**

If you have any questions or concerns, please call (626) 336-1307 – Reference Lead & Copper Sampling

Si tiene alguna pregunta por favor llame a (626) 336-1307.

INDUSTRY PUBLIC UTILITIES

The following is the method required by the Environmental Protection Agency (EPA) for collecting Lead and Copper samples.

Please take the sample in the bottle provided as follows:

- 4. DO NOT RUN WATER FOR SIX HOURS PRIOR TO SAMPLING (I.E. OVERNIGHT).**
- 5. TAKE WATER SAMPLE FROM KITCHEN SINK WHEN YOU FIRST TURN ON THE FAUCET.**
- 6. LEAVE BOTTLE WITH WATER SAMPLE ON YOUR PORCH OR DOOR STEP AND IT WILL BE PICKED UP BY A WATER DISTRICT REPRESENTATIVE AFTER 8AM .**

If you have any questions or concerns, please call (626) 336-1307 – Reference Lead & Copper Sampling

Si tiene alguna pregunta por favor llame a (626) 336-1307.



**La Puente Valley County Water District
Industry Public Utilities**

112 N First St. / P.O. Box 3165
La Puente, CA 91744
(626) 336-1307 – Fax (626) 330-2679
www.lapuentewater.com

July 15, 2016

Dear Consumer:

The United States Environmental Protection Agency (EPA) and the Industry Public Utilities - City of Industry Waterworks System, your water supplier, are concerned about the possibility of lead and copper in your household plumbing and drinking water. Federal and state law requires that this District periodically monitor for lead and copper levels in plumbing installed after 1982.

The District is contacting consumers who may qualify for this program. We believe you qualify and if willing to participate in this program, please contact this office between 8:00 a.m. and 5:00 p.m. Monday through Thursday, (8:00 a.m. and 3:30 p.m. on Friday) at **(626) 330-2126** as soon as possible, seeing that there are a limited number of spots available.

Successful completion of this program qualifies you for a **\$10.00 credit** on your next water bill.

I look forward to your participation in this program, and wish to express my appreciation in advance.

Si necesita ayuda con esta comunicación en español, por favor llame (626) 330-2126.

Sincerely,

A handwritten signature in cursive script that reads "Cesar A. Ortiz".

Cesar A Ortiz
Water Production & Treatment Supervisor

WHAT IS LEAD?

- Lead is a toxic metal that is harmful if inhaled or swallowed.
- Lead can be found in air, soil, dust, food, and water.

HOW CAN I BE EXPOSED TO LEAD?

- The greatest exposure to lead is swallowing or breathing in lead paint chips and dust.
- Lead also can be found in some household plumbing materials and water service lines.

WHO IS AT RISK?

- Children ages 6 and under are at the greatest risk. Pregnant women and nursing mothers should avoid exposure to lead to protect their children.
- Exposure to lead can result in delays in physical and mental development.

Your child is also at risk if:

- your home or a home that your child spends a lot of time in was built before lead paint was banned in 1978.
- renovation work is being done in such a home.
- the adults in the home work with lead.

HOTLINES & INFORMATION

EPA Safe Drinking Water Hotline:
800-426-4791

National Lead Information Center:
800-424-LEAD
www.epa.gov/lead

NSF International:
www.nsf.org

Lead in Drinking Water Web Site:
www.epa.gov/safewater/lead

Additional Information:

Read the annual report you get from your water utility to find out about how they are working to reduce levels of lead in drinking water and other information about your drinking water. Call them if you have any questions.

Contact your local public health department or talk to your doctor about reducing your family's exposure to lead.

Office of Water (4606 M)
EPA 816-F-05-001
February 2005

Printed on Recycled Paper



IS THERE LEAD IN MY DRINKING WATER?

You can reduce the risk
of lead exposure
from drinking water
in your home.



**Tips For
Protecting
Your Family's
Health**

HOW DOES LEAD GET INTO WATER?

Lead enters the water ("leaches") through contact with the plumbing.

Lead leaches into water through:

- Corrosion* of
 - Pipes
 - Solder
 - Fixtures and Faucets (brass)
 - Fittings

*Corrosion is a dissolving or wearing away of metal caused by a chemical reaction between water and your plumbing.

The amount of lead in your water also depends on the types and amounts of minerals in the water, how long the water stays in the pipes, the amount of wear in the pipes, the water's acidity and its temperature.

HEALTH TIP

To help block the storage of lead in your child's body, serve your family meals that are low in fat and high in calcium and iron, including dairy products and green vegetables.



What should I do if I suspect that my water contains high lead levels?

- If you want to know if your home's drinking water contains unsafe levels of lead, have your water tested.
- Testing is the only way to confirm if lead is present or absent.
- Most water systems test for lead as a regular part of water monitoring. These tests give a system-wide picture and do not reflect conditions at a specific drinking water outlet.
- For more information on testing your water, call EPA's Safe Drinking Water Hotline at 800-426-4791.

Should I test my children for exposure to lead?

- Children at risk of exposure to lead should be tested.
- Your doctor or local health center can perform a simple blood test to determine your child's blood-lead level.
- If your child has a blood lead level at or above 10ug/dl, should take preventive measures.

QUICK TIPS TO REDUCE YOUR FAMILY'S EXPOSURE TO LEAD



Boiling your water will not get rid of lead.

- Use cold water for drinking or cooking. Never cook or mix infant formula using hot water from the tap.
- Make it a practice to **run the water at each tap** before use.
- Do not consume water that has sat in your home's plumbing for more than six hours. First, make sure to **run the water** until you feel the temperature change before cooking, drinking, or brushing your teeth, unless otherwise instructed by your utility.
- Some faucet and pitcher filters can remove lead from drinking water. If you use a filter, be sure you get one that is certified to remove lead by the NSF International.

Lead Consumer Notice Certification Form

System name: Industry Public Utilities

System no: 1910029

Monitoring period to which the notice applies (e.g., June – Sept. 2009): June - Sept. 2016

Date(s) results were received from laboratory: August 10, 2016

Date(s) results were provided to consumers: August 26, 2016

The water system named above hereby certifies that its lead consumer notice has been provided to each person it serves at the specific sampling site from which the sample was tested. The water system also certifies that these results and the following information were provided to such persons within 30 days of receiving the test results from the laboratory:

- Individual tap results from lead tap water monitoring carried out under the requirements of 40 CFR 141.86.
- An explanation of the health effects of lead.
- Steps that consumers can take to reduce exposure to lead in drinking water.
- Contact information for our water utility.
- The maximum contaminant level goals and action levels for lead, and the definitions of these two terms from 40 CFR 141.153(c).

Method(s) of Delivery (Check all items that apply):

Notice was distributed by mail or other direct delivery. Specify other direct delivery methods:

electronic mail.

posting the notice on the Internet at www.

posting the notice in public places (attach a list of locations).

delivery of multiple copies to single bill addresses serving several persons such as: apartments, businesses, and large private employers.

other methods.

Certified by:

Name Cesar A Ortiz

Title Water Production & Treatment Supervisor

Phone # (626) 330-2126 Date 9/16/2016

Attachment 9

SALARY AND BENEFITS SUMMARY OF LPVCWD STAFF - AS OF SEPTEMBER 30 2016

EMPLOYEE	NO.	HOURLY RATE	O/T RATE	BENEFITS (Not Including Pers) PER HOUR	CalPERS PER HOUR	Wages, Benefits & CalPERS HOURLY
General Manager	24	\$ 71.26		\$ 16.08	\$ 10.76	\$ 98.10
Compliance Officer / Project Engineer*	40	\$ 43.61	\$ 65.42	\$ 19.21	\$ 2.72	\$ 65.54
Board Secretary / Office Administrator	1	\$ 40.72		\$ 22.62	\$ 6.15	\$ 69.49
Cust Serv/Accounting Supervisor	9	\$ 38.36	\$ 57.54	\$ 21.74	\$ 5.79	\$ 65.89
Water Production & Treatment Supervisor	12	\$ 38.26	\$ 57.38	\$ 19.70	\$ 5.78	\$ 63.73
Water Distribution Supervisor	7	\$ 34.79	\$ 52.18	\$ 18.69	\$ 5.25	\$ 58.73
Water Production & Treatment Operator II	23	\$ 34.53	\$ 51.80	\$ 19.32	\$ 5.21	\$ 59.07
Lead Water Service Worker	15	\$ 33.71	\$ 50.56	\$ 19.89	\$ 5.09	\$ 58.69
Service Worker II**	38	\$ 29.43	\$ 44.14	\$ 17.69	\$ 1.84	\$ 48.95
Service Worker II	18	\$ 26.12	\$ 39.17	\$ 18.49	\$ 3.94	\$ 48.55
Water Production & Treatment Operator I	31	\$ 25.39	\$ 38.09	\$ 18.31	\$ 3.83	\$ 47.54
Service Worker II	22	\$ 25.90	\$ 38.85	\$ 18.20	\$ 3.69	\$ 47.79
Billing Clerk II	11	\$ 23.82	\$ 35.73	\$ 12.03	\$ 3.60	\$ 39.45
Field Operations Assistant P/T (Hourly)*	33	\$ 21.59	N/A	N/A	\$ 1.25	\$ 22.84
Billing Clerk P/T (Hourly)	39	\$ 18.55	N/A	N/A	N/A	\$ 18.55

*Employees 33, 38 & 40 CalPERS Rate Is 6.237