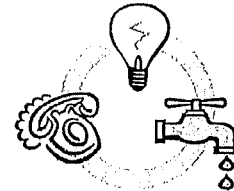


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

SPECIAL MEETING AGENDA
DECEMBER 14, 2017 8:30 A.M.



President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Catherine Marcucci
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.
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1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **BOARD MATTERS**

- 5.1 Consideration of an Assignment of Assumption of a Professional Services Agreement with ENCO Utility Services LLC, from the City of Industry to the Industry Public Utilities Commission, and the First Amendment to the Professional Services Agreement in an amount not-to-exceed \$102,200.00.

RECOMMENDED ACTION: Approve the Assignment and Assumption and also approve the Amendment.

- 5.2 Consideration of an Agreement with La Puente Valley County Water District for Leasing Groundwater Production Rights.

RECOMMENDED ACTION: Approve the Agreement.

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

RECOMMENDED ACTION: Receive and file the report.

6. Adjournment. Next regular meeting: Thursday, December 21, 2017 at 9:00 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION


ITEM NO. 5.1



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: Honorable President Radecki and Commission Board Members

FROM: Paul J. Philips, Public Utilities Director 

STAFF: Henry Martinez, Senior Vice President, Cordoba Corporation
Lary Atherton, Sr. Project Manager, Cordoba Corporation

DATE: December 14, 2017

SUBJECT: Consideration of an Assignment of Assumption of a Professional Services Agreement with ENCO Utility Services LLC, from the City of Industry to the Industry Public Utilities Commission and the First Amendment to the Professional Services Agreement in an amount not to exceed \$102,200.00

Background:

Assignment of Assumption of Services Agreement with ENCO:

On December 8, 2016, City Council awarded a Professional Services Agreement (“Agreement”) (Exhibit A) to ENCO Utility Services LLC, (“ENCO”) to provide customer services for the Industry Public Utilities Commission in the amount of \$90,000.00.

The IPUC is requesting to enter into an Assignment and Assumption of the ENCO Professional Services Agreement with the City of Industry (“City”) to assign all rights, title and interest to the Agreement, and delegate its duties under the Agreement to the IPUC. The IPUC desires to assume the rights and obligation on the terms and conditions as stated in the Assignment and Maintenance Services Agreements.

Waddingham Substation Alarm Monitoring:

The IPUC staff has requested ENCO to furnish a proposal to provide 24-hour monitoring and dispatch service for the Waddingham Substation intruder alarm system. The benefit of this service will be that ENCO will monitor the Substation 24 hours a day and also control the entry and exit into the Substation.

Reporting and Procedures:

The IPUC staff has requested ENCO to provide a proposal to support the reporting effort

to the California Energy Commission (CEC), review the updated Rules and Rates for IPUC, and help complete miscellaneous reports and procedures for the IPUC.

Request for Proposals Scope:

ENCO will perform the following alarm monitoring services:

1. Provide 24-hour monitoring and dispatch service.
2. Utilize the Tattletale services to monitor and dispatch for routine and emergency response base on the type of alarm.
3. Set up the entry and exit procedures for the Waddingham Substation.
4. Document and maintain records in its call tracker system for routine and emergency entry and exit.

ENCO will perform the following for the reporting and procedures:

1. Generate the CEC quarterly reports from 2002 through 2016.
2. Review the updated Rules and Rates for the IPUC.
3. Complete miscellaneous reports and procedures for the IPUC as necessary.
4. Document and maintain records.

The Professional Services Agreement with ENCO Utility Services, LLC is being amended to include these services. An increase to the compensation of the agreement in the amount of \$12,200.00, is being requested at this time to cover the additional service costs under the First Amendment.

Professional Services Agreement, Dec. 8, 2016	\$90,000.00
Alarm Monitoring (3 years)	\$1,800.00
Reporting and Procedures	\$10,400.00
Total	\$102,200.00

Fiscal Impact:

Additional appropriation of \$12,200.00 is being requested, from the Electric Utility Reserves to the Electric Utility Fund Budget – Professional Services (Account No. 161-300-6200), to cover the additional costs of First Amendment to the Professional Services Agreement. The Assignment and Assumption has no fiscal impact.

Recommendation:

- 1) It is hereby recommended that the IPUC approve the Assignment of Assumption of a Professional Services Agreement with ENCO Utility Services, from the City of Industry to the Industry Public Utilities Commission; and
- 2) Approve the First Amendment to the Professional Services Agreement with ENCO Utility Services LLC; and
- 3) Appropriate \$12,200 from Electric Utility Reserves to the Electric Utility Fund Budget – Professional Services (Account No. 161-300-6200).

Exhibits:

- A. Assignment and Assumption of the Professional Services Agreement with ENCO Utility Services, LLC, from the City of Industry to the Industry Public Utilities Commission
- B. First Amendment to Professional Services Agreement with ENCO Utility Services, LLC
- C. Professional Services Agreement with ENCO Utility Services, LLC, dated December 8, 2016

PJP/KW/LA

EXHIBIT A

Assignment and Assumption of the Professional Services Agreement with ENCO Utility Services, LLC, from the City of Industry to the Industry Public Utilities Commission

[Attached]

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (“**Assignment**”) is made as of December 14, 2017 (“**Effective Date**”), by and between the CITY OF INDUSTRY, a Municipal corporation (“**Assignor**”), and the INDUSTRY PUBLIC UTILITIES COMMISSION, a public body (“**Assignee**”).

RECITALS

A. Assignor, as “**City**”, and ENCO Utility Services, LLC, a Delaware limited liability company, as “**Consultant**”, executed that certain Professional Services Agreement, dated as of December 8, 2016 (the “**Agreement**”). Unless otherwise indicated, all capitalized terms used in this Assignment shall have the meanings ascribed to them in the Agreement.

B. Assignor desires to assign its rights and delegate its duties under the Agreement to Assignee, and Assignee desires to assume such rights and obligations, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Agreement, and Assignee shall be entitled to the benefit of and may enforce Consultant’s agreements, covenants, representations and warranties under the Agreement regardless of whether such matters arose before or after the Effective Date as if Assignee were the original party named “**City**” to the Agreement. As of the Effective Date, Assignee hereby accepts the foregoing assignment, and agrees to assume all of Assignor’s duties and obligations as the “**City**” under the Agreement, regardless of whether such matters arose before or after the Effective Date or whether Assignee is aware thereof, as if Assignee were the original party named “**City**” under the Agreement. From and after the Effective Date, Assignor shall not have any rights under the Agreement (all of which shall be exercised by Assignee).

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows (which shall survive the consummation of the transaction contemplated herein): (a) Assignor has delivered to Assignee a true, correct and complete copy of the Agreement; (b) Assignor has delivered to Assignee a true, correct and complete copy of all invoices delivered to Assignor through the Effective Date and either copies or an accurate accounting of all payments made pursuant to the Agreement through the Effective Date; (c) the Agreement is unmodified and is in full force and effect; (d) Assignor has not received or given any written notice alleging the existence of any uncured defaults of any party to the Agreement; and (e) Assignor has not previously transferred its interest in and to the Agreement to any other person or entity. Assignor and Assignee hereby represent and warrant to each other that (i) it has the legal power, right and authority to enter into this Assignment, (ii) it has taken all requisite action (municipal, corporate, trust, partnership, membership, or otherwise) in connection with the entering into this Assignment, (iii) no consent of any party, body, partner, shareholder, creditor, investor, member that is required (including, without limitation, with respect to Assignor, the Consultant under the Agreement) has not been obtained in connection with the transaction being consummated by this Assignment, (iv) the individuals executing this Assignment and the instruments referenced herein on its behalf have the legal power, right, and actual authority to bind it to the terms and conditions hereof and thereof, and (v) this

Assignment and all documents required hereby to be executed by it are and shall be valid, legally binding obligations of and enforceable against it in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

3. Miscellaneous. This Assignment shall be construed under and enforced in accordance with the laws of the State of California. The parties hereto each agree to execute and deliver to the other party, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment. Assignor and Assignee acknowledge and agree that Assignor is an affiliate of Assignee. Other than Consultant, who is an intended third party beneficiary of this Assignment for the limited purposes of Paragraphs 1 and 4 of this Assignment, there are no third party beneficiaries to this Assignment. This Assignment may be executed in one or more counterparts, which, taken together, shall constitute a single instrument. Copies of this Assignment bearing signatures shall be as binding as originals. Should any party to this Assignment institute any action or proceeding to enforce any provision of this Assignment or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to recover from the party not prevailing all costs and expenses (including reasonable attorney's fees) incurred by such prevailing party in connection with such action or proceeding. A party entitled to recover costs and expenses under this Section shall also be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of any judgment or settlement obtained in such action or proceeding (and in any such judgment provision shall be made for the recovery of such post-judgment costs and expenses). This Assignment constitutes the entire agreement between Assignor and Assignee pertaining to the subject matter hereof and supersedes all prior agreements, understandings and representations of the Parties with respect to the subject matter hereof. This Assignment may not be modified, amended, supplemented or otherwise changed, except by a writing executed by all parties.

4. Notice. Assignor and Assignee hereby direct Consultant to (a) provide all insurance required under the Agreement for the benefit of Assignor and Assignee, and (b), henceforth, to (i) only accept notices from and performance by Assignee as the "City" under the Agreement, and (ii) deliver all notices to "City" under the Agreement only to each of the following parties:

To City: Industry Public Utilities Commission
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: Executive Director

with a copy to: Anthony S. Bouza, Esq., General Counsel
Bouza Law Firm
3250 Ocean Park Boulevard, Suite 355
Santa Monica, CA 90405

Delivery of an executed copy of this Assignment to Consultant shall constitute notice of the assignment of the Agreement from Assignor to Assignee pursuant to the Agreement.

[Balance of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

“ASSIGNOR”

CITY OF INDUSTRY,
a Municipal corporation

By: _____
Paul J. Philips, City Manager

Attest:

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

Approved as to form:

By: _____
James M. Casso, City Attorney

“ASSIGNEE”

INDUSTRY PUBLIC UTILITIES
COMMISSION, a public body

By: _____
Paul J. Philips, Public Utilities Director

Attest:

By: _____
Diane M. Schlichting,
Assistant Secretary

Approved as to form:

By: _____
Anthony S. Bouza, General Counsel

EXHIBIT B

First Amendment to Professional Services Agreement with ENCO Utility Services, LLC

[Attached]

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“**First Amendment**”), is made and entered into as of December 14, 2017, by and between the INDUSTRY PUBLIC UTILITIES COMMISSION, a public body (“**IPUC**”), and ENCO UTILITY SERVICES LLC, a Delaware limited liability company (“**Consultant**”), with reference to the following facts. IPUC and Consultant are sometimes collectively referred to in this First Amendment as the “**Parties**”.

RECITALS

A. CITY OF INDUSTRY, a Municipal corporation (“**COI**”), as “**City**” and ENCO Utility Services, LLC, a Delaware limited liability company, as “**Consultant**”, executed that certain Professional Services Agreement, dated as of December 8, 2016 (the “**Agreement**”).

B. COI, as “**Assignor**”, and IPUC, as “**Assignee**”, executed that certain Assignment and Assumption of Professional Services Agreement, dated as of November 30, 2017 (“**Assignment**”), whereby COI assigned all its rights, and delegated all its duties, to IPUC, which accepted such assignment and delegation.

C. The Parties desire to amend the Agreement to (i) increase the scope of Consultant’s services to include providing assistance with the implementation and maintenance of an on-line billing/web-pay system, alarm monitoring, reporting and procedures services (ii) increase Consultant’s compensation by Twelve Thousand Two Hundred Dollars (\$12,200.00) as the result of such additional work, and (iii) to modify the Agreement as otherwise set forth below.

AMENDMENT

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise indicated, all capitalized terms in this First Amendment shall have the meanings ascribed to them in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as modified by this First Amendment, the Agreement shall remain unmodified and in full force and effect.

2. Assignment. Consultant acknowledges receipt of a copy of the Assignment and agrees that COI’s rights under the Agreement have been assigned, and its obligations delegated, to IPUC, and that COI has no further rights or obligations under the Agreement. Henceforth, all references in the Agreement to the defined term “**City**” shall mean and refer to IPUC.

3. Payment. The second sentence of Section 4(a) of the Agreement is hereby amended to read in its entirety as follows: "This amount shall not exceed One Hundred Two Thousand and Two Hundred Dollars (\$102,200.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement."

4. Scope of Services. The Scope of Services attached to the Agreement as **Exhibit A** to the Agreement is hereby amended to include the following services:

Consultant will perform the following scope of work to implement the alarm monitoring:

- a. Provide 24-hour monitoring and dispatch service
- b. Utilize the Tattletale services to monitor and dispatch for routine and emergency response base on the type of alarm.
- c. Set up the entry and exit procedures for the Waddingham Substation
- d. Document and maintain records in its call tracker system for routine and emergency entry and exit.

Consultant will perform the following scope of work to fulfill the reporting and procedures:

- a. Generate the California Energy Commission (CEC) quarterly reports from 2002 through 2016.
- b. Review the updated Rules and Rates for the IPUC.
- c. Complete the miscellaneous reports and procedures for the IPUC as necessary.
- d. Document and maintain records.

5. Authority. IPUC and Consultant, represent and warrant to each other that (a) it has the legal power, right and authority to enter into this First Amendment, (b) it has taken all requisite action (municipal, membership, corporate, trust, partnership or otherwise) in connection with the entering into this First Amendment and the Agreement, and (c) the individual(s) executing this First Amendment on its behalf have the legal power, right, and actual authority to bind it to the terms and conditions hereof and thereof.

6. Counterparts and Copies. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument. Copies of signed pages of this First Amendment shall be as binding as originals.

[Balance of page intentionally left blank. Signatures appear on next page.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year first above written.

“CONSULTANT”

ENCO UTILITY SERVICES LLC,
a Delaware limited liability company

By: *Ruby M. Iriboxer*
Name: *Ruby M. Iriboxer*
Its: *SVP Customer Service*

“IPUC”

INDUSTRY PUBLIC UTILITIES
COMMISSION, a public body

By: _____
Paul J. Philips, Public Utilities Director

Attest:

By: _____
Diane M. Schlichting,
Assistant Secretary

Approved as to form:

By: _____
Anthony S. Bouza, General Counsel

EXHIBIT C

Professional Services Agreement with ENCO Utility Services, LLC
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 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.

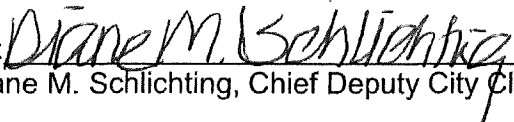
"CITY"
City of Industry

"CONSULTANT"
ENCO Utility Services, LLC

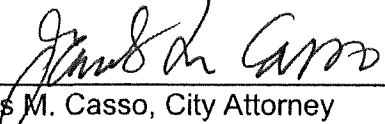
By: 
Paul J. Philips, City Manager

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. 5.2

Staff Report



To: Honorable President Radecki and Commission Board Members
From: Greg B. Galindo, General Manager
Date: December 14, 2017
Subject: Leasing Groundwater Production Rights from the La Puente Valley County Water District

- Purpose -** Secure additional Main San Gabriel Basin (Basin) Groundwater Production Rights for the City of Industry Waterworks System to minimize the impacts of the rising cost of replenishment water to the Industry Public Utilities (IPU) Water System Customers.
- Recommendation -** Approve the lease of 450 acre-feet of Groundwater Production Rights from the La Puente Valley County Water District's (District) at a rate of \$726.18 per acre-foot.
- Fiscal Impact -** The IPU Water Operations 2017-18 Fiscal Year (FY) Budget appropriates \$367,890 for the lease of groundwater production rights. The estimated cost of leasing 450 acre-feet from the District will be \$326,781 and is within the 2017-18 FY Budget appropriation. The lease will result in a \$32,319 savings in the cost of replenishment water.

Summary

The IPU Water System, also referred to as the City of Industry Waterworks System (CIWS) has 1,103 acre-feet (AF) of adjudicated prescriptive pumping rights in the Main San Gabriel Basin (Basin). These rights equal to a .5581% Pumper's Share of available pumping rights annually. These pumping rights allow the CIWS to produce water from the basin on an annual basis in accordance with the rules and regulations of the Basin's Watermaster. The Board of Directors of Watermaster annually establishes an Operating Safe Yield for the Basin, which is the amount of water that can be pumped annually from the Basin that is anticipated to be replenished by local precipitation within its watershed. For the current 2017-18 production year, the Operating Safe Yield was set at 150,000 AF. This results in the City having 837.15 AF of pumping rights for the current year.

The CIWS's five-year average annual water production is approximately 1,357 AF, which is greater than its annual production rights in the Basin. This results in the CIWS having to lease groundwater production rights or purchase replenishment water to replace the water produced over its production rights. When needed, replenishment water is purchased from the Upper San Gabriel Valley Municipal Water District (Upper District). Upper District's rate for replenishment water is \$798.00 per AF. To avoid purchasing water at this cost, District Staff actively pursues leases of water production rights in the Basin to offset the amount of replenishment water the CIWS will be required to purchase. Leases are preferred by District Staff when the cost per AF to lease rights provides a savings to the CIWS's customers as compared to the purchase of replenishment water. District staff has been successful in the past in leasing water production rights at 91% and 92% of the Upper District rate for replenishment water.

For this fiscal year, District Staff has secured a lease of 1,000 AF of 2017-18 groundwater production rights at 91% of Upper District's replenishment rate. Provided below is a calculation of the production rights lease rate for the current year; ($\$798 \times 91\% = \726.18). The cost to lease 450 AF will be \$326,781. A draft of the Production Rights Lease Agreement is enclosed for your review and approval.

The Upper District Full Service Untreated Tier 1 Rate is subject to change and is expected to increase in January of 2019 by 4%. Any lease amount that results in the CIWS having more productions rights than its actual production will be carried over to the next production year. The District is committed to pursue effective cost savings measures that help maintain the affordability of the CIWS's rates. This water management strategy results in a 9% savings in the cost of water that is over the CIWS's annual production rights. Enclosed is a projection of the impact that leasing water production rights has on the cost of water annually.

In addition to the cost of the leasing water production rights or replenishment water purchases, the CIWS must pay assessments for each AF of water produced annually. These assessments are set by the Watermaster Board of Directors on an annual basis. A list of these assessments, their purpose and their current rate is shown below:

Assessment	Purpose	Current Rate \$/AF
Administrative	Fund Watermaster; pays for various programs that Watermaster is responsible for, such as water quality monitoring, well permitting, enforcing rules and regulations and Judgement provisions.	\$15.00
Make-Up Obligation	Pays for all necessary costs of administration and satisfaction of the Make-up Water Obligation to the area at or below Whittier Narrows, pursuant to the Judgment in the Long Beach Case.	\$0.00
In-Lieu	Pays for the In-Lieu water program. Funds the difference in cost for a Producer that is directed by Watermaster to utilize supplemental water (i.e., import water) in-lieu of producing a like amount of groundwater.	\$10.00
Resource Development	To fund the purchase, financing and/or development of new or additional supplemental water sources.	\$70.00

Recommendation

District Staff recommends the City approve the lease of 450 AF of groundwater production rights from the La Puente Valley County Water District for \$726.18 per AF. If approved, District Staff will process the necessary documents with the Main San Gabriel Basin Watermaster and expend Industry Public Utilities Water Operations Funds to complete the lease transaction. The District will provide the City confirmation from Watermaster upon their acceptance of the lease documentation.

Fiscal Impact from Recommendation

The IPU Water Operations 2017-18 FY Budget appropriates \$367,890 for the lease of groundwater production rights. The estimated cost of leasing 450 acre-feet from the District will be \$326,781 and is within the 2017-18 FY Budget appropriation. The lease will result in a \$32,319 savings in the cost of replenishment water.

Respectfully Submitted,

Greg B. Galindo

General Manager

La Puente Valley County Water District

Enclosures

- Agreement to Lease 450 Acre-Feet of Main San Gabriel Basin Water Production Rights from La Puente Valley County Water District
- Summary of Impact from Annual Water Production Rights Leases

LEASE OF WATER RIGHTS

PRODUCTION RIGHT

THIS LEASE OF WATER RIGHTS (the "Lease") is entered into on this ____ day of December, 2017, by and between La Puente Valley County Water District, a County Water District ("Lessor"), and the City of Industry Waterworks System, a California municipal corporation ("Lessee"), with respect to the following:

RECITAL

This Agreement is made with respect to the following facts:

Lessor controls and is the owner of certain water production rights (the "Production Rights") in the Main San Gabriel Basin as adjudicated in the case of "Upper San Gabriel Valley Municipal Water District vs. City of Alhambra, et al.," LASC No. 92418. The ownership of said Production Rights entitle Lessor to take delivery or otherwise produce from the Main San Gabriel Basin a specific amount of water on an annual basis, or, in such amount as is determined from time to time by the Main San Gabriel Groundwater Basin Watermaster ("Watermaster"). As of the date hereof, Lessor has 450 acre-feet of Production Right for the 2017-18 water year available for lease.

AGREEMENT

IN CONSIDERATION of the foregoing recital and the mutual promises set forth herein, Lessor and Lessee agree as follows:

1. Leasing of Production Rights. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Four Hundred and Fifty (450) acre-feet of Production Rights (the "Leased Production Rights") for the term and upon the terms and conditions set forth in this Lease.
2. Term. The term of this Lease shall be for a period commencing July 1, 2017 and ending June 30, 2018.
3. Lease Rate, Payment and Adjustment.

The lease rate under this Lease shall be ninety-one percent (91%) of the prevailing Pre-purchased Supplemental Water Rate (the "Pre-purchased SWR") set by the Upper San Gabriel Valley Municipal Water District's Board of Directors ("USGVMWD") on June 6, 2017. That Pre-purchased SWR is \$798 per acre foot for the current production year.

Thus, the gross rental amount payable for the lease of the Leased Production Rights under this Lease for the term as listed in paragraph 2 above shall be \$326,781, which is calculated on the basis of 91% of the Pre-purchased SWR of \$798 per acre foot. If the Pre-purchased SWR set by USGVMWD is revised or otherwise changed and made effective prior to June 30, 2018, a reconciling payment adjustment will be made by the Lessee or the Lessor, as the case may be, to the other party within 30 days from the date the revised Pre-purchased SWR is approved by USGVMWD.

Upon execution of this Lease, Lessor will send an invoice for, and Lessee will make the full payment of \$326,781 within 15 days of Watermaster's acknowledgement of the Lease.

All payments due Lessor pursuant to this Lease shall be made and sent as follows:

La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

4. Agreement Regarding Main San Gabriel Basin Watermaster.

- (a) Lessor agrees to execute and deliver to Lessee all documents which, from time to time, may be required by the Watermaster to reflect the lease to Lessee of the Leased Production Rights which are the subject of this Lease. All such documents shall be in such form and substance as shall be reasonably satisfactory to Lessor, Lessee and the Watermaster. If for any reason, the Watermaster elects not to acknowledge this Lease, Lessor agrees to refund prior payments to Lessee within 30 days from the date of a refund request by Lessee and substantiation of said refusal by Watermaster.
- (b) Lessee shall, at its expense, prepare and submit all reports required by the Watermaster in connection with the exercise by Lessee of the Leased Production Rights.
- (c) Lessee shall pay all assessments required by Watermaster and the San Gabriel Valley Water Association in connection with the exercise by Lessee of the Leased Production Rights.
- (d) This Lease entitles Lessee to the use only of the Leased Production Rights (i.e., lease of water rights) associated with Lessor's Production Rights. Lessor retains and does not convey to Lessee any other rights associated with said Production Rights.

5. Other Provisions.

- (a) In the event any dispute shall arise between the parties to this Lease, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration, as then in affect. Such arbitration shall be conducted in a site within Los Angeles County, California agreeable to both parties before three (3) arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of arbitrators within fifteen days, then each of the parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorneys' fees actually incurred in such amount as may be determined by the arbitrator.
- (b) All communications, notices and demands (collectively "Notices") of any kind shall be made in writing and personally served or sent by registered or certified mail, postage prepaid to the following:

Lessor: Greg B. Galindo
La Puente Valley County Water District
112 N. First Street
La Puente, CA 91744

Lessee: Paul Philips
City of Industry Waterworks System
15625 East Stafford Street #100
City of Industry, California 91744

Any Notice personally served shall be effective upon service. Any Notice sent by mail, and properly addressed, shall be effective upon date of receipt, or refusal as indicated on the return receipt. Either party may change its address for Notices by notice to the other given in a manner provided in this subparagraph.

- (c) This Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of both parties hereto.
- (d) Each party shall, upon request of the other party, take such further actions and execute and deliver such further instruments as shall be reasonably required to carry out the purpose and intent of this Lease.
- (e) This Lease is executed in the State of California and shall be governed by and construed in accordance with California law. Venue for any

action arising out of or related to the Lease shall be placed in any court of the State of California with appropriate jurisdiction and located in the County of Los Angeles, with service of process to be in accordance with the then provisions of the California Code of Civil Procedure.

- (f) This Lease may be executed in two or more counterparts, each of which shall be an original but all of which, together, shall constitute a single instrument. It shall not be necessary for both parties to execute the same counterpart(s) of this Lease for this Lease to become effective.
- (g) This Lease constitutes the entire agreement of Lessor and Lessee with respect to the subject matter hereof. This Lease supersedes all prior discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises or covenants as to the subject matter hereof except as expressly set forth in this Lease.
- (h) This Lease may be amended only by a written instrument executed by both parties.
- (i) The paragraph headings contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- (j) Lessor represents and acknowledges that it is executing this Lease as the owner of the Production Rights that are the subject of this Lease, and that said rights are not encumbered in any way that would interfere with Lessee's rights as set forth herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease of Water Rights as of the day first above written.

LESSOR

La Puente Valley County Water District

Greg B. Galindo
General Manager

LESSEE

City of Industry Waterworks System

Paul J. Philips
Public Utilities Director

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

Memo



To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District Board of Directors
From: Greg B. Galindo, General Manager
Date: December 14, 2017
Re: Industry Public Utilities Water Operations Quarterly Report (July 2017 – September 2017)

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 2017-18 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

- BPOU – District staff is still working with the Cooperating Respondents to update their agreement with the City related to the operation and treatment of the City’s Well No. 5.
- 2017-18 Fiscal Year Budget – A draft report of Revenue and Expenses as of September 30, 2017 is enclosed for your review as *Attachment 1*.
- 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 2*.
- IPU Water Operations 2016-17 Audit – In September, District Staff provided all requested financial information / records for the past fiscal year as requested by City Staff in support of the Audit effort.

Distribution, Supply and Production

- Summary of Activities – A summary report of CIWS field activities for the 1st Quarter of fiscal year 2017-18 is provided as *Attachment 3*.
- 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’	123’	144’	-21	1,120

- Production Summary – The production for the 1st Quarter of fiscal year 2017-18, to meet the needs of the CIWS, was 393 AF. The 2017-18 fiscal year production report and related graph are provided as *Attachment 4*.

- 2017 Water Conservation – A summary of water system usage for calendar year 2017 as compared to calendar year 2013 is shown below. The overall reduction in use for this time period is 15%.

Month	2013	2017	Difference 2017-2013 (%)	Accumulative Difference (%)
January	90.55	73.89	-18.4%	-18.4%
February	81.62	68.48	-16.1%	-17.3%
March	99.4	89.05	-10.4%	-14.8%
April	115.82	107.33	-7.3%	-12.6%
May	147.93	109.35	-26.1%	-16.3%
June	152.60	123.37	-19.2%	-16.9%
July	141.36	136.28	-3.6%	-14.7%
August	153.97	129.61	-15.8%	-14.8%
September	151.67	127.11	-16.2%	-15.0%
Totals	1134.92	964.47	-170.45	-15.0%

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, 2017, as *Attachment 5*.
- MSGB Groundwater Levels – On November 3, 2017 the Baldwin Park key well level was 183.2 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed as *Attachment 6*.

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 2017-18; 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.
- Lead Sampling for Schools – In January 2017, the CIWS received a permit amendment from DDW that requires sampling for lead at K-12 schools within the service area, upon request from a school administrator. There are three schools within the CIWS service area. District Staff will ensure that all requirements of this permit amendment are complied with.

Capital / Special Projects

- Industry Hills Meter Installations – District staff completed 40 meter installations at potable water use sites in the Industry Hills area of the CIWS. There are two meters still remaining to be installed, one of them for the Pacific Palms Hotel. Staff has worked with the hotel operator to

schedule this meter installation scheduled for November 5, 2017, to minimize any business interruption.

Personnel

- As of September 30, 2017, the District has 8 full time field employees, 5 full time office/administrative employees and 2 part-time office employees. A summary of the current hourly rates for each District employee has been provided as ***Attachment 7***.
- Weekly tailgate safety meetings continue to be conducted for all field employees.

Attachments

1. Statement of Revenue and Expenses for the 1st Quarter of 2017-18.
2. Fund Disbursement List for 1st Quarter of 2017-18.
3. Summary of Field Activities for 1st Quarter of 2017-18.
4. Production Summary for 1st Quarter of 2017-18.
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 1st Quarter of 2017-18.
6. Main San Gabriel Basin Hydrologic Report for October 2017.
7. Summary of Hourly Rates for District Staff for the 1st Quarter of 2017-18.

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending September 30, 2017
(Unaudited)

DESCRIPTION	SEPTEMBER 2017	FISCAL YTD 2017-2018	BUDGET FY 2017-2018	25% OF BUDGET	FY END 2016-2017
Total Operational Revenues	\$ 238,158	\$ 580,805	\$ 1,959,100	29.65%	\$ 1,919,277
Total Non-Operational Revenues	-	-	27,500	0.00%	57,344
TOTAL REVENUES	238,158	580,805	1,986,600	29.24%	1,976,621
Total Salaries & Benefits	50,945	156,862	629,700	24.91%	614,212
Total Supply & Treatment	2,071	36,097	804,060	4.49%	716,709
Total Other Operating Expenses	6,266	34,157	157,500	21.69%	166,293
Total General & Administrative	47,444	53,916	317,890	16.96%	245,348
Total Other & System Improvements	-	6,152	93,000	6.62%	132,828
TOTAL EXPENSES	106,725	287,184	2,002,150	14.34%	1,875,389
OPERATING INCOME	131,432	293,621	(15,550)	-1888.24%	101,232
NET INCOME (LOSS)	\$ 131,432	\$ 293,621	\$ (15,550)	-1888.24%	\$ 101,232

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2017

(Unaudited)

DESCRIPTION	SEPTEMBER 2017	FISCAL YTD 2017-2018	BUDGET FY 2017-2018	25% OF BUDGET	FY END 2016-2017
Operational Revenues					
Water Sales	\$ 166,132	\$ 396,937	\$ 1,250,000	31.75%	\$ 1,201,582
Service Charges	57,093	150,682	600,000	25.11%	604,883
Customer Charges	1,765	4,680	21,000	22.29%	20,115
Fire Service	13,168	28,507	88,100	32.36%	92,696
Miscellaneous Income	-	-	-	N/A	-
Total Operational Revenues	238,158	580,805	1,959,100	29.65%	1,919,277
Non-Operational Revenues					
Contamination Reimbursement	-	-	27,500	0.00%	38,462
Developer Fees	-	-	-	N/A	14,568
Miscellaneous Income	-	-	-	N/A	4,314
Total Non-Operational Revenues	-	-	27,500	0.00%	57,344
TOTAL REVENUES	238,158	580,805	1,986,600	29.24%	1,976,621
Salaries & Benefits					
Administrative Salaries	12,984	41,378	179,100	23.10%	165,274
Field Salaries	18,960	58,322	224,000	26.04%	225,518
Employee Benefits	11,172	35,639	139,000	25.64%	139,630
Pension Plan	4,128	12,981	51,600	25.16%	49,805
Payroll Taxes	2,285	7,127	29,000	24.58%	27,928
Workman's Compensation	1,415	1,415	7,000	20.22%	6,058
Total Salaries & Benefits	50,945	156,862	629,700	24.91%	614,212
Supply & Treatment					
Purchased Water - Leased	-	-	367,890	0.00%	496,961
Purchased Water - Other	1,685	3,914	14,400	27.18%	14,069
Power	-	25,705	125,000	20.56%	107,347
Assessments	-	5,515	132,770	4.15%	91,367
Treatment	-	-	7,000	0.00%	4,589
Well & Pump Maintenance	386	963	157,000	0.61%	2,376
Total Supply & Treatment	2,071	36,097	804,060	4.49%	716,709
Other Operating Expenses					
General Plant	712	1,417	10,500	13.50%	5,313
Transmission & Distribution	1,459	23,679	60,000	39.46%	67,558
Vehicles & Equipment	-	-	30,000	0.00%	31,515
Field Support & Other Expenses	1,545	4,214	27,000	15.61%	26,761
Regulatory Compliance	2,550	4,848	30,000	16.16%	35,146
Total Other Operating Expenses	6,266	34,157	157,500	21.69%	166,293

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending September 30, 2017

(Unaudited)

DESCRIPTION	SEPTEMBER 2017	FISCAL YTD 2017-2018	BUDGET FY 2017-2018	25% OF BUDGET	FY END 2016-2017
General & Administrative					
Management Fee	45,518	45,518	183,890	24.75%	180,285
Office Expenses	623	2,121	20,500	10.35%	22,806
Insurance	-	-	25,500	0.00%	12,323
Professional Services	68	1,796	45,000	3.99%	4,739
Customer Accounts	981	3,537	16,000	22.11%	15,748
Public Outreach & Conservation	14	41	25,000	0.16%	4,688
Other Administrative Expenses	241	903	2,000	45.16%	4,758
Total General & Administrative	47,444	53,916	317,890	16.96%	245,348
Other Expenses & System Improvements (Water Operations Fund)					
Transfer to Capital or Expense	-	-	-	N/A	-
Developer Capital Contributions	-	-	-	N/A	(135,303)
Developer Project - Andrews School #2	-	-	-	N/A	72,134
Developer Project - Don Julian Unit D	-	-	-	N/A	893
Developer Project - 13936-38 Valley Blvd	-	-	-	N/A	62,277
Net Developer Project Activity	-	-	-	-	-
Master Plan Update / Hydraulic Model	-	-	-	N/A	11,359
Other System Improvements (Materials)	-	-	-	N/A	223
FH Laterals	-	208	9,000	2.32%	83
Service Line Replacements	-	-	30,000	0.00%	71,893
Valve Replacements	-	13	25,000	0.05%	660
Plant Electrical System Improvements	-	-	20,000	0.00%	-
Meter Installations - Industry Hills	-	5,930	-	0.00%	24,818
Meter Read Collection System	-	-	-	0.00%	23,792
SCADA System Assessment & Upgrades	-	-	9,000	0.00%	-
Total Other & System Improvements	-	6,152	93,000	6.62%	132,828
TOTAL EXPENSES	106,725	287,184	2,002,150	14.34%	1,875,389
OPERATING INCOME	131,432	293,621	(15,550)	N/A	101,232

Attachment 2

Industry Public Utilities July 2017 Disbursements

Check #	Payee	Amount	Description
2654	CCSInteractive	\$ 27.20	Monthly Website Hosting
2655	Ferguson Enterprises Inc #1350	\$ 41.56	Field Supplies
2656	Ferguson Waterworks	\$ 2,373.12	Industry Hills Meter Installations
2657	Highroad IT	\$ 268.00	Technical Support
2658	La Puente Valley County Water District	\$ 52,269.23	Labor Costs June 2017
2659	Merritt's Hardware	\$ 116.13	Field Supplies
2660	Sunbelt Rentals	\$ 224.43	Equipment Rental
2661	Time Warner Cable	\$ 51.60	Telephone Service
2662	Weck Laboratories Inc	\$ 215.00	Water Sampling
2663	Time Warner Cable	\$ 261.62	Telephone Service
2664	Underground Service Alert	\$ 59.25	Line Notifications
2665	ACWA/JPIA	\$ 1,484.20	Worker's Comp 04/01/17 - 06/30/17
2666	Answering Service Care	\$ 169.70	Answering Service
2667	Bank of America-Visa	\$ 153.91	Administrative Expense
2668	County Sanitation Dists of LA County	\$ 155.40	Refuse Fee's
2669	G. M. Sager Construction	\$ 2,640.25	Patchwork
2670	Industry Public Utility Commission	\$ 923.50	Industry Hills Power Expense
2671	InfoSend	\$ 693.16	Billing Expense
2672	Jack Henry & Associates	\$ 45.75	Web E-Check Fee's
2673	La Puente Valley County Water District	\$ 571.75	Web CC & Bank Fee's Reimbursement
2674	MJM Communications & Fire	\$ 150.00	Security Monitoring
2675	Peck Road Gravel	\$ 240.00	Asphalt & Concrete Disposal
2676	Platinum Consulting Group	\$ 85.00	Administrative Support
2677	S & J Supply Co Inc	\$ 190.10	ClaVal Maintenance
2678	SoCal Gas	\$ 36.95	Gas Expense
2679	Vulcan Materials Company	\$ 18.00	Field Supplies - Asphalt
2680	Weck Laboratories Inc	\$ 18.50	Water Sampling
2681	Bryan Press	\$ 175.34	Office Expense
2682	Cell Business Equipment	\$ 64.49	Office Expense
2683	Continental Utility Solutions Inc	\$ 860.00	Technical Support
2684	CV Strategies	\$ 4,810.61	2016 CCR's and Newsletter Expense
2685	Ferguson Enterprises Inc #1350	\$ 61.89	Field Supplies
2686	Hunter Electric	\$ 576.76	Booster Maintenance
2687	J.G. Tucker & Son Inc	\$ 25.00	Field Expense
2688	La Puente Valley County Water District	\$ 17,425.88	Truck, Equipment & Fuel Reimbursement
2689	La Puente Valley County Water District	\$ 25,655.77	Inventory Reimbursement
2690	MJM Communications & Fire	\$ 286.00	Security Monitoring
2691	Resource Building Materials	\$ 47.05	Field Supplies
2692	S & J Supply Co Inc	\$ 768.68	Industry Hills Meter Installations
2693	San Gabriel Valley Water Company	\$ 1,417.23	Purchased Water - Salt Lake
2694	SC Edison	\$ 11,374.12	Power Expense
2695	Staples	\$ 33.08	Office Supplies
2696	Sunbelt Rentals	\$ 382.82	Equipment Rental

Industry Public Utilities July 2017 Disbursements - continued

Check #	Payee	Amount	Description
2697	Verizon Wireless	\$ 392.62	Cell Phone Service
2698	Weck Laboratories Inc	\$ 322.50	Water Sampling
2699	Western Water Works	\$ 769.97	Valve Repairs
2700	Petty Cash	\$ 49.00	Office Expense
Online	Home Depot Credit Services	\$ 47.73	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 92.27	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 60.76	Credit Card Machine Lease
Autodeduct	First Data Global Leasing	\$ 30.20	Credit Card Machine Lease - Annual Fee
Total July 2017 Disbursements		\$ 129,213.08	

Industry Public Utilities August 2017 Disbursements

Check #	Payee	Amount	Description
2701	RIF I - Valley Blvd LLC	\$ 46.20	Customer Overpayment Refund
2702	RIF 5 - Glolden Valley LLC	\$ 20.00	Customer Overpayment Refund
2703	CCSInteractive	\$ 27.20	Monthly Website Hosting
2704	County of LA Dept of Public Works	\$ 501.00	Permit Fee's
2705	Highroad IT	\$ 268.00	Technical Support
2706	InfoSend	\$ 610.67	Billing Expense
2707	La Puente Valley County Water District	\$ 50,533.26	Labor Costs July 2017
2708	Merritt's Hardware	\$ 63.03	Field Supplies
2709	Peck Road Gravel	\$ 720.00	Asphalt & Concrete Disposal
2710	SoCal Gas	\$ 16.69	Gas Expense
2711	Sunbelt Rentals	\$ 388.06	Equipment Rental
2712	Time Warner Cable	\$ 51.57	Telephone Service
2713	Time Warner Cable	\$ 261.50	Telephone Service
2714	Underground Service Alert	\$ 52.02	Line Notifications
2715	Vulcan Materials Company	\$ 461.70	Field Supplies - Asphalt
2716	Aaron Zhiyi Li	\$ 65.36	Customer Overpayment Refund
2717	County of LA Dept of Public Works	\$ 1,030.00	Permit Fee's
2718	Industry Public Utility Commission	\$ 964.19	Industry Hills Power Expense
2719	Jack Henry & Associates	\$ 31.13	Web E-Check Fee's
2720	La Puente Valley County Water District	\$ 678.90	Web CC & Bank Fee's Reimbursement
2721	Platinum Consulting Group	\$ 450.00	Administrative Support
2722	S.E. Nelson Construction	\$ 1,949.46	Valley Rd Improvement Projecct
2723	Sunbelt Rentals	\$ 388.29	Equipment Rental
2724	Western Water Works	\$ 4,746.01	Field Supplies
2725	Cell Business Equipment	\$ 81.24	Office Expense
2726	Citi Cards	\$ 222.63	Field Supplies
2727	Dive/Corr Inc	\$ 4,368.25	Reservoir Maintenance
2728	InfoSend	\$ 107.90	Billing Expense
2729	Main SG Basin Watermaster	\$ 80,336.75	Production Assessments FY 2016/2017
2730	Peck Road Gravel	\$ 120.00	Asphalt & Concrete Disposal
2731	Rafael Arambul & Son	\$ 4,450.00	Patchwork
2732	San Gabriel Basin WQA	\$ 5,515.00	Pumping Right Assessments FY 2017/2018
2733	San Gabriel Valley Water Company	\$ 1,456.07	Purchased Water - Salt Lake
2734	SC Edison	\$ 12,128.03	Power Expense
2735	SoCal Gas	\$ 14.30	Gas Expense
2736	Time Warner Cable	\$ 51.57	Telephone Service
2737	Verizon Wireless	\$ 384.61	Cell Phone Service
2738	Weck Laboratories Inc	\$ 107.50	Water Sampling
2739	Petty Cash	\$ 16.74	Office Expense
Online	Home Depot Credit Services	\$ 369.91	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 57.01	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 80.12	Credit Card Machine Lease - Monthly
Total August 2017 Disbursements		\$ 174,191.87	

Industry Public Utilities September 2017 Disbursements

Check #	Payee	Amount	Description
2740	Answering Service Care	\$ 108.87	Answering Service
2741	CCSInteractive	\$ 13.60	Monthly Website Hosting
2742	Colby Pest Control Service	\$ 75.00	Bee Removal
2743	Highroad IT	\$ 268.00	Technical Support
2744	InfoSend	\$ 541.09	Billing Expense
2745	La Puente Valley County Water District	\$ 55,383.79	Labor Costs August 2017
2746	Merritt's Hardware	\$ 90.83	Field Supplies
2747	Peck Road Gravel	\$ 120.00	Asphalt & Concrete Disposal
2748	SoCal Gas	\$ 16.16	Gas Expense
2749	Time Warner Cable	\$ 311.27	Telephone Service
2750	Underground Service Alert	\$ 100.70	Line Notifications
2751	Vulcan Materials Company	\$ 1,072.78	Field Supplies - Asphalt
2752	Weck Laboratories Inc	\$ 322.50	Water Sampling
2753	Western Water Works	\$ 5,966.09	Industry Hills Meter Installations
2754	Jose Lopez	\$ 5.44	Customer Overpayment Refund
2755	Answering Service Care	\$ 148.30	Answering Service
2756	Cell Business Equipment	\$ 26.22	Office Expense
2757	Hach Company	\$ 116.43	Field Supplies
2758	Highroad IT	\$ 50.00	Technical Support
2759	Industry Public Utility Commission	\$ 1,156.48	Industry Hills Power Expense
2760	InfoSend	\$ 118.72	Billing Expense
2761	Jack Henry & Associates	\$ 49.87	Web E-Check Fee's
2762	La Puente Valley County Water District	\$ 640.68	Web CC & Bank Fee's Reimbursement
2763	Platinum Consulting Group	\$ 1,278.75	Administrative Support
2764	Resource Building Materials	\$ 43.57	Field Supplies
2765	San Gabriel Valley Water Company	\$ 1,684.93	Purchased Water - Salt Lake
2766	SC Edison	\$ 11,525.48	Power Expense
2767	Staples	\$ 199.32	Office Supplies
2768	Time Warner Cable	\$ 51.47	Telephone Service
2769	Verizon Wireless	\$ 470.70	Cell Phone Service
2770	Weck Laboratories Inc	\$ 452.00	Water Sampling
2771	SoCal Gas	\$ 14.79	Gas Expense
2772	La Puente Valley County Water District	\$ 45,517.50	3rd Quarter 2017 O&M Fee
Online	Home Depot Credit Services	\$ 221.73	Field Supplies
Online	County of LA Dept of Public Works	\$ 1,545.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 84.77	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 43.70	Credit Card Machine Lease
Autodeduct	Superior Press	\$ 63.34	Banking Supplies
Total September 2017 Disbursements		\$ 129,899.87	

Attachment 3

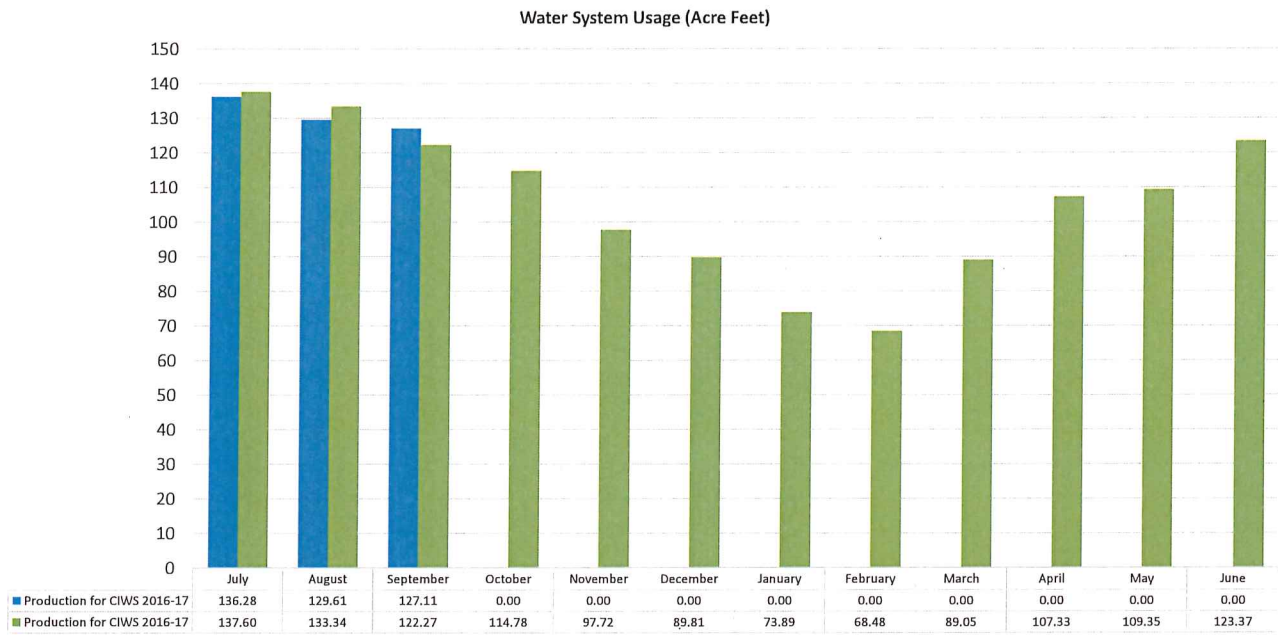
Attachment 4

Industry Public Utilities - Water Operations

PRODUCTION REPORT - FISCAL 2017-18

CIWS PRODUCTION	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	2017-18 FISCAL	2016-17 FISCAL
COI Well No. 5 To SGVCW B5	150.02	143.73	138.43										432.18	1711.77
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.80	0.92	0.90										2.62	8.33
SGVWC Lomas Ave	135.81	127.72	127.13										390.66	1252.84
SGVWC Workman Mill Rd	0.03	0.20	0.17										0.40	1.32
Interconnections from LPVCWD	2.27	3.25	6.48										12.00	53.84
Subtotal	138.91	132.09	134.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	405.68	1316.33
Interconnections to LPVCWD	2.63	2.48	7.57										12.68	49.34
Production for CIWS 2016-17	136.28	129.61	127.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	393.00	1266.99

Industry Public Utilities - Water Operations



Attachment 5

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

Deliveries from LPVCWD to CIWS

Report for First Quarter 17/18

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 (16-17)					102.88	102.88	0.00						62.37	62.37	0.00	165.25	111.92
17-18 QTR 1	4.75	0.00	0.00	0.00	4.75	107.63	1.64			7.24	0.00		7.24	69.61	22.92	11.99	123.91
17-18 QTR 2	0.00	0.00	0.00	0.00	0.00	107.63	2.05			0.00	0.00		0.00	69.61	0.00	0.00	123.91
17-18 QTR 3	0.00	0.00	0.00	0.00	0.00	107.63	6.32			0.00	0.00		0.00	69.61	5.83	0.00	123.91
17-18 QTR 4	0.00	0.00	0.00	0.00	0.00	107.63	6.62			0.00	0.00		0.00	69.61	7.95	0.00	123.91
Annual Total	4.75	0.00	0.00	0.00	107.63		102.88			7.24	0.00		69.61		62.37	177.24	123.91

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 (16-17)					99.51	99.51	99.51						61.98	61.98	61.98	161.49	161.49
17-18 QTR 1	3.85	0.00		0.00	3.85	103.36	7.80	1.71	0.90	5.59	0.62	0.01	8.83	70.81	10.89	12.68	174.17
17-18 QTR 2	0.00	0.00		0.00	0.00	103.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.81	7.55	0.00	174.17
17-18 QTR 3	0.00	0.00		0.00	0.00	103.36	6.65	0.00	0.00	0.00	0.00	0.00	0.00	70.81	10.41	0.00	174.17
17-18 QTR 4	0.00	0.00		0.00	0.00	103.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.81	6.87	0.00	174.17
Annual Total	3.85	0.00		0.00	103.36		99.51	1.71	0.90	5.59	0.62		70.81		61.98	174.17	174.17

Delivery Summary

Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	A			B		C			D		E
				LPVCWD to CIWS in 488	CIWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	CIWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to CIWS in 775	CIWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes \$ to CIWS for 775 Deliveries	LPVCWD Owes \$ to CIWS
Prior Period (16-17)	165.25	161.49	-3.76	102.88	99.51	-3.37	0.00	0.00	62.37	61.98	-0.39	0.00	0.00	0.00
17-18 QTR 1	11.99	12.68	0.69	4.75	3.85	-0.90	0.00	0.00	7.24	8.83	1.59	0.00	0.00	0.00
17-18 QTR 2	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
17-18 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
17-18 QTR 4	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00			
Running Total	177.24	174.17	-3.07	107.63	103.36	-4.27			69.61	70.81	1.20			

Balance Owed by CIWS Overall 3.07 Balance Owed by CIWS in 488 4.27 Balance Owed to LPVCWD in 775 1.20

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 rate to convey water to the 448 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 rate to convey water to the 775 zone as detailed in example table above.
- Column E represents the difference between what each party owes.

Attachment 6



Main San Gabriel Basin WATERMASTER

NOVEMBER 1, 2017

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 September 29, 2017, the Baldwin Park Key Well groundwater elevation was 182.3 feet.
- On October 20, 2017, the Baldwin Park Key Well groundwater elevation was 183.7 feet. The historical low was 172.2 feet on September 30, 2016. No change from the prior week in response to USG-3 deliveries which began on August 3, 2017 at the rate of about 250 cfs. An increase of about 1 foot from the prior month.
 - ❖ About 10 feet higher than one year ago (represents about 80,000 acre-feet.) Includes about 135,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 17 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 October 25, 2017
 - ❖ Average rainfall from July 1st through October 31st of each year is 1.10 inches
 - ❖ Rainfall during July 1, 2017 through October 25, 2017 is 0.11 inches, which is 10 percent of average
 - ❖ Rainfall during July 1, 2016 through October 31, 2016 was 0.55 inches, which was 50 percent of average
 - ❖ Rainfall last year (during July 1, 2016 through June 30, 2017) was 20.81 inches, which was 115 percent of average
- Los Angeles Civic Center as of October 25, 2017
 - ❖ Average rainfall from July 1st through October 31st of each year is 0.95 inches
 - ❖ Rainfall during July 1, 2017 through October 25, 2017 is 0.17 inches, which is 18 percent of average

Report of the Watermaster Engineer on Hydrologic Conditions – November 1, 2017
(continued)

- ❖ Rainfall during July 1, 2016 through October 31, 2016 was 0.52 inches, which was 55 percent of average
- ❖ Rainfall last year (during July 1, 2016 through June 30, 2017) was 19.00 inches, which was 125 percent of average

✚ 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 October 23, 2017 was 23,053 acre-feet (about 28 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 18 cfs and release was 0 cfs as of October 23, 2017.
 - ❖ Morris Reservoir inflow was 0 cfs and release was 0 cfs as of October 23, 2017.

✚ 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)
 - Upper District started deliveries through USG-3 on August 3, 2017 at 250 cfs in association with the planned pre-delivery of approximately 80,000 acre-feet during calendar year 2017. Upper District and Watermaster have agreed to pay MWD for a minimum of 16,000 acre-feet per year over each of the next five years commencing in December 2017
 - During August 2017, 15,239.4 acre-feet was delivered through USG-3
 - During September 2017, 16,313.7 acre-feet was delivered through USG-3

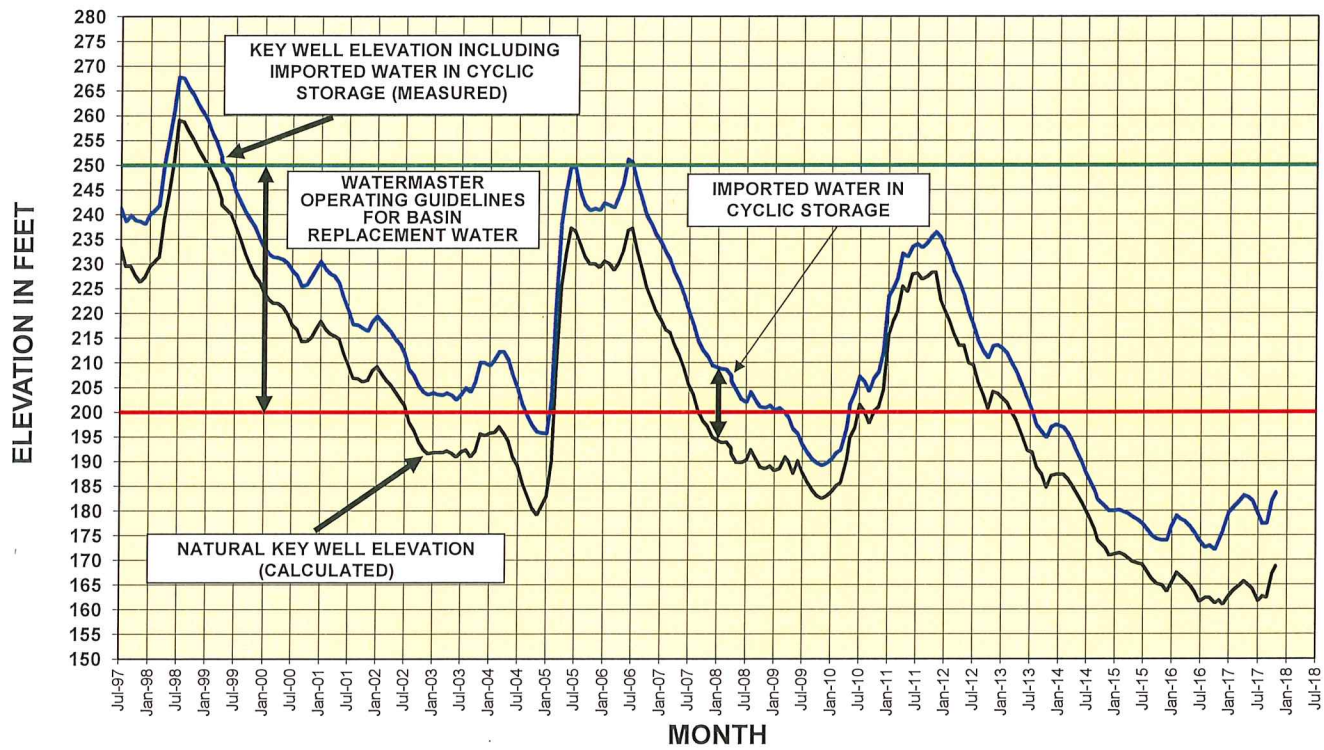
Report of the Watermaster Engineer on Hydrologic Conditions – November 1, 2017
(continued)

- Three Valleys District
 - ❖ Three Valleys District delivered 188.2 acre-feet through PM-26 during September 2017.

- San Gabriel District
 - ❖ San Gabriel District delivered about 113 AF to the San Gabriel Canyon Spreading Grounds during September 2017. San Gabriel District delivered 2,132 acre-feet to the San Gabriel River during September 2017.

✚ *Landfill Report*

- Watermaster staff toured the following landfills during the month of October 2017:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
 - ❖ Arcadia Reclamation Inc. (formerly Nu Way – Arrow)
 - ❖ Manning Pit
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

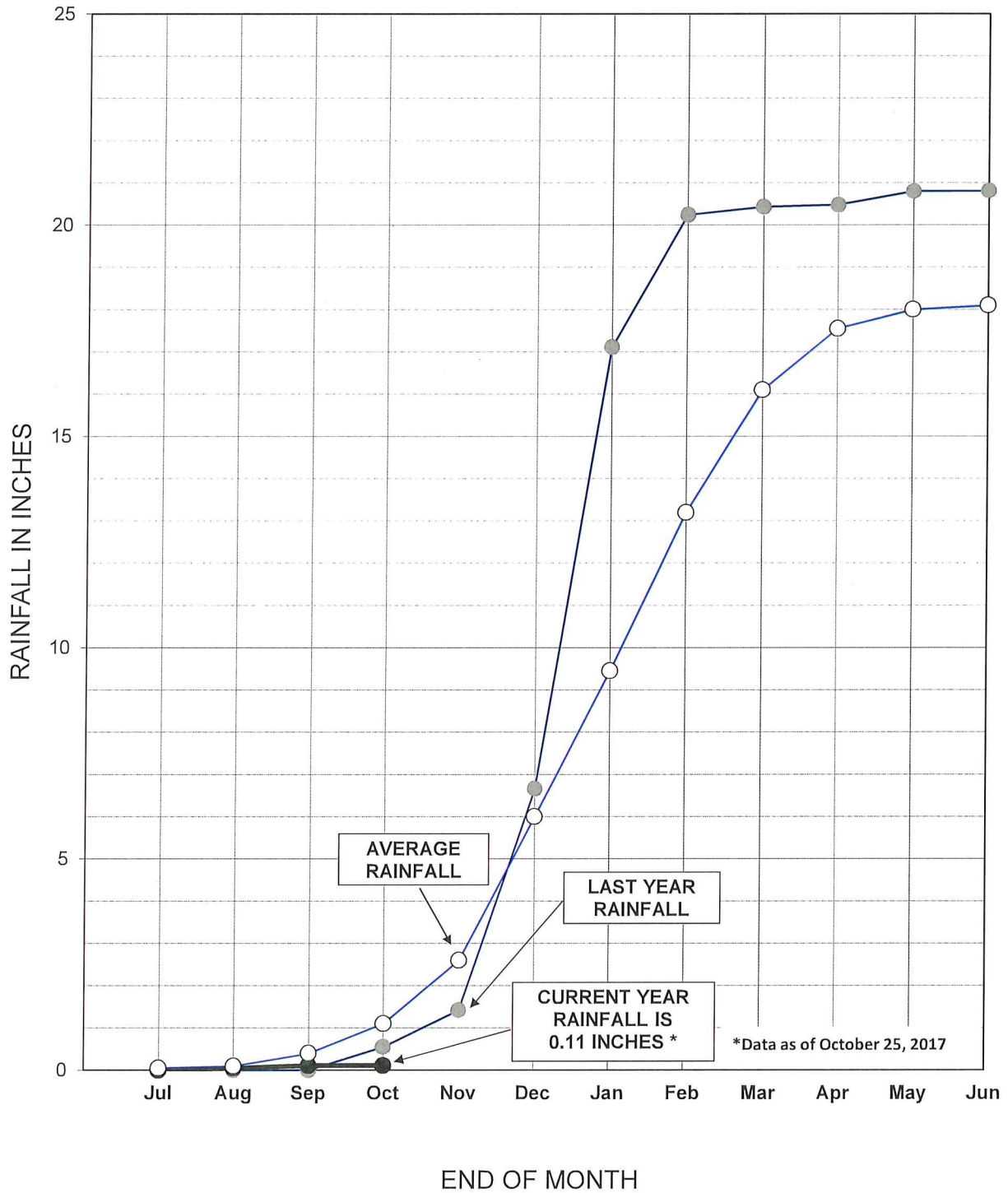


MAIN SAN GABRIEL BASIN WATERMASTER



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

**BALDWIN PARK KEY WELL
 GROUNDWATER ELEVATION**

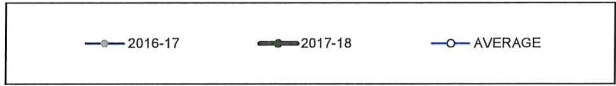
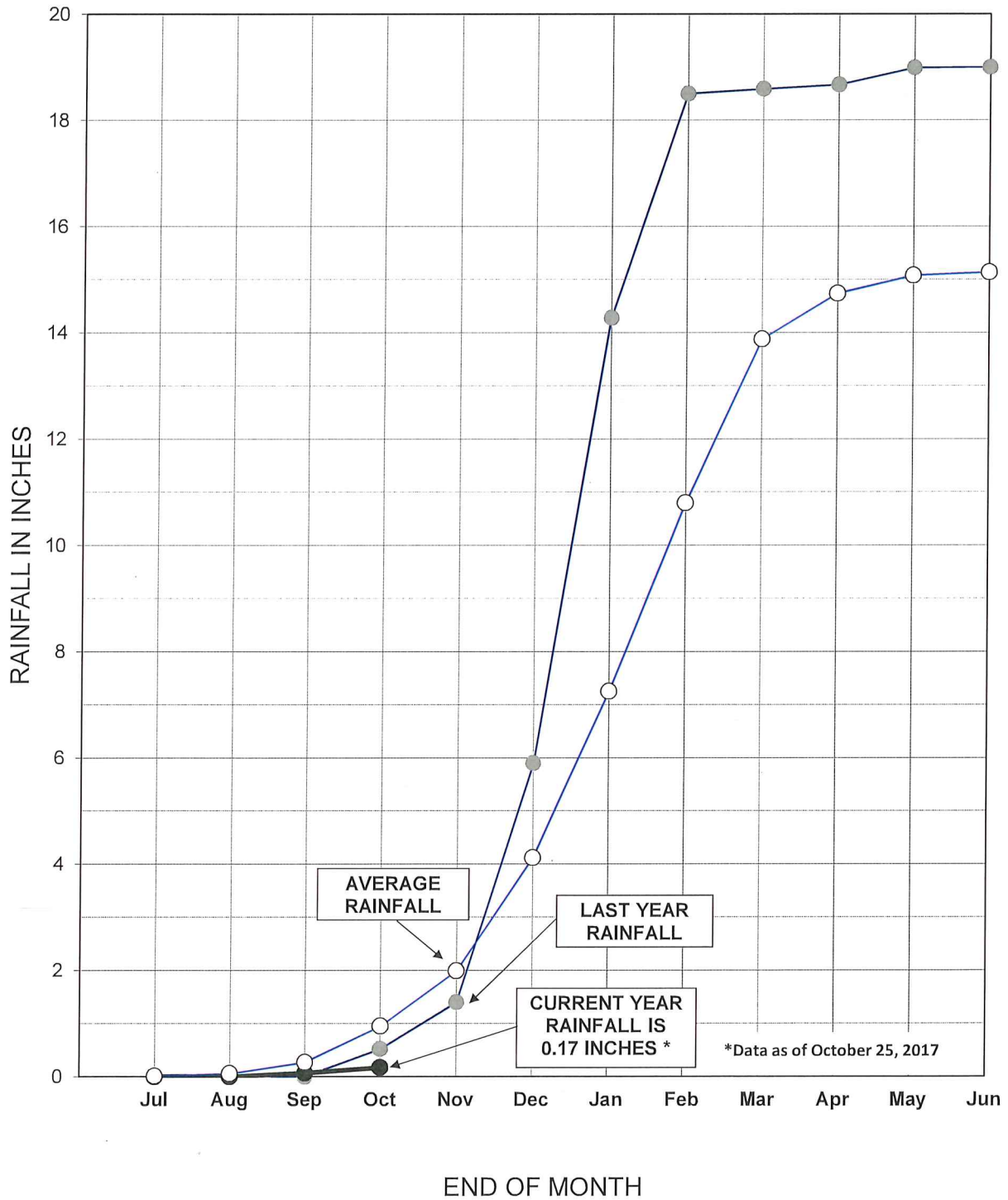


*Data as of October 25, 2017



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 7

SALARY AND BENEFITS SUMMARY OF LPVCWD STAFF - AS OF SEPTEMBER 30, 2017

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		\$ 17.29	\$ 12.01	\$ 100.56
Compliance Officer / Project Engineer*	40	\$ 45.35		\$ 21.66	\$ 3.16	\$ 70.17
Board Secretary / Office Administrator	1	\$ 40.72		\$ 24.08	\$ 6.87	\$ 71.67
Cust Serv/Accounting Supervisor	9	\$ 39.89	\$ 59.84	\$ 23.35	\$ 6.73	\$ 69.97
Water Production & Treatment Supervisor	12	\$ 39.60	\$ 59.40	\$ 21.05	\$ 6.68	\$ 67.33
Water Distribution Supervisor	7	\$ 36.00	\$ 54.00	\$ 19.89	\$ 6.07	\$ 61.96
Water Production & Treatment Operator II	23	\$ 35.70	\$ 53.55	\$ 20.65	\$ 6.02	\$ 62.37
Lead Water Service Worker	15	\$ 34.89	\$ 52.34	\$ 21.24	\$ 5.88	\$ 62.01
Service Worker II**	38	\$ 30.46	\$ 45.68	\$ 18.08	\$ 2.12	\$ 50.66
Service Worker II	18	\$ 26.38	\$ 39.57	\$ 18.83	\$ 4.45	\$ 49.66
Water Production & Treatment Operator I	31	\$ 26.03	\$ 39.05	\$ 19.58	\$ 4.39	\$ 50.00
Service Worker II	22	\$ 27.00	\$ 40.49	\$ 19.55	\$ 4.55	\$ 51.10
Billing Clerk II	11	\$ 25.39	\$ 38.09	\$ 12.66	\$ 4.28	\$ 42.33
Blling Clerk Part-Time	41	\$ 17.11		\$ 0.28		\$ 17.39
Field Operations Assistant P/T (Hourly)*	33	\$ 22.56	N/A	\$ 0.36	\$ 2.42	\$ 25.34