INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



SPECIAL MEETING AGENDA AUGUST 10, 2018 9:00 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 City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council 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 Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.
- 1. Call to Order
- Flag Salute
- 3. Roll Call
- 4. Public Comment

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands.

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

5.2 Consideration of the Statement of Investment Policy

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of Resolution No. IPUC 2018-01 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ("IPUC"), RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2017 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL

RECOMMENDED ACTION: Adopt Resolution No. IPUC 2018-01.

5.4 Consideration of Amendment No. 1 to the Agreement for Operations and Maintenance Services with Pacific Utility Installation, Inc., in the amount of \$173,035.00 for a total Agreement amount not-to-exceed \$391,035.00 through April 19, 2020

RECOMMENDED ACTION: Approve the Amendment.

5.5 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, September 13, 2018 at 8:30 a.m.

ITEM NO. 5.1

AUTHORIZATION FOR PAYMENT OF BILLS Board Meeting August 9, 2018

<u>FUND</u>	DESCRIPTION	DISBURSEMENTS
560	INDUSTRY PUBLIC UTILITIES	30,719.56
BANK	DESCRIPTION	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	30,719.56

APPROVED PER ACTING CITY MANAGER

Industry Public Utilities Commission Board Meeting August 9, 2018

Check	Date		Payee Name	Western Springer	Check Amount
IPUC.CHK	(- IPUC Water BofA Checkir	ng			
40385	07/12/2018		SO CALIFORNIA ED	ISON COMPANY	\$17,912.50
	Invoice	Date	Description	Amount	
	2018-00001728	06/30/2018	5/31-6/29/18 SVC-1991 WORKMAN MILL U	\$17,912.50	
40386	07/31/2018		SO CALIFORNIA ED	ISON COMPANY	\$2,450.00
	Invoice	Date	Description	Amount	
	7500899706	06/28/2018	PREDICTIVE MAINT SVC - RECLAIMED WATER PUMP S	\$2,450.00	
40387	08/09/2018		INDUSTRY PUBLIC	UTILITIES COMMIS	\$1,000.00
	Invoice	Date	Description	Amount	
	JUL-18	07/30/2018	REIMBURSE PAYROLL - JULY 2018	\$1,000.00	
40388	08/09/2018		ROWLAND WATER	DISTRICT	\$9,357.06
	Invoice	Date	Description	Amount	
	I-5312018-A	06/04/2018	CONTRACT SVC - MAY 2018	\$2,421.07	
	I-5312018-B	06/04/2018	CONTRACT SVC - MAY 2018	\$1,784.78	
	I-6302018-A	07/03/2018	CONTRACT SVC - JUNE 2018	\$2,833.77	
	I-6302018-B	07/03/2018	CONTRACT SVC - JUNE 2018	\$2,317.44	

Checks Status		Count	Transaction Amount		
	Total	4	\$30,719.56		

ITEM NO. 5.2



MEMORANDUM

To: President Radecki and Members of the Commission

From: Troy Helling, Public Utilities Director

Staff: Elise Calvo, Treasurer

Date: July 26, 2018

Subject: Statement of Investment Policy

OVERVIEW

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the Industry Public Utilities Commission, (IPUC) dated July 26, 2018, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the IPUC's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the IPUC's portfolio goals/priorities, with the intent to protect the assets of the Industry Public Utilities Commission. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

RECOMMENDATION

It is my recommendation that the Commission approve the Investment Policy.



City of Industry

STATEMENT OF INVESTMENT POLICY ELISE CALVO, CITY OF TREASURER

STATEMENT OF INVESTMENT POLICY

Contents

1.0	Introduction.	
2.0	Policy	
3.0	Scope	
3.1	Pooled Investments.	
3.2	Investments held separately.	
4.0	Objectives	3
4.1.	Safety.	3
4.2	Liquidity.	3
4.3	Return on investment	3
5.0	Authorized investments	4
6.0	Reporting	4
7.0	Selection of financial institutions and brokers/dealers.	5
7.1	Financial InstitutionsError! Bookmark not def	ined.
7.2	Broker/Dealers	,5
3.0	Ethics and conflicts of interest	,6

STATEMENT OF INVESTMENT POLICY

Effective July 26, 2018

(Supersedes All Previous Investment Policies)

- 1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.
- **2.0 Policy.** It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.
- **3.0 Scope.** It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City.
- 3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:
 - General Fund
 - Special Revenue Funds
 - Debt Service Funds
 - Capital Project Funds
 - Enterprise Funds
 - Trust Funds
 - Miscellaneous Special Funds
 - Any new funds created by the applicable governing board, unless specifically exempted
- **3.2** Investments held separately. Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

STATEMENT OF INVESTMENT POLICY

- **4.0 Objectives.** Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:
- **4.1. Safety.** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.
- **4.2 Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
- **4.3 Return on investment.** Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

STATEMENT OF INVESTMENT POLICY

5.0 Authorized investments. The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601 and is further limited to only these specified investments.

	Investment Type	Maximun Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
a.	Securities of the US Government, or its agencie	5 years	None	None
b.	Negotiable certificates of deposits	5 years	30%	None
c.	Non-negotiable certificates of deposits	5 years	None	None
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commerical bank	None
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO
f.	Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)	N/A	None	None
g.	Passbook Savings account demand deposits			
h.	Repurchase Agreements	1 year	None	None
Ì.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None
j.	It is the City of Industry's policy not to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).			

STATEMENT OF INVESTMENT POLICY

- **6.0 Reporting.** Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.
- 7.0 Selection of financial institutions and brokers/dealers. Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

7.1 Financial Institutions

- Current audited financial statements
- Depository contracts, as appropriate
- · A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

7.2 Broker/Dealers

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had a positive net earnings for the last reporting period

STATEMENT OF INVESTMENT POLICY

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

ITEM NO. 5.3



MEMORANDUM

TO:

Honorable President Radecki and Commission Board Members

FROM:

Troy Helling, Acting Public Utilities Director

STAFF:

Joshua Nelson, Contract IPUC Engineer, CNC Engineering

Dev Birla, Operations Manager, CNC Engineering

DATE:

August 9, 2018

SUBJECT:

Consideration of Resolution No. IPUC 2018-01 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ("IPUC"), RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2017 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND

ANNUAL POWER CONTENT LABEL

Background:

In 1997, the California Legislature adopted Senate Bill 1305, adding Article 5, entitled "Electricity Generation Source Disclosure," ("Article 5") to the California Code of Regulations. Under state law (Public Utilities Code Sections 398.4 and 398.5), retail suppliers of electricity must annually: (1) disclose to their end use customers the electricity sources for their sales to those customers in the form of a Power Content Label; and (2) report this same information, together with supporting documentation in verified form, to the California Energy Commission (CEC), in the form of a Power Source Disclosure Report.

Discussion:

Article 5 requires that the information used to calculate the Power Content Label for each calendar year be sent to the CEC as a Power Source Disclosure report by June 1st and independently audited by October 1st. In lieu of an independent audit and verification, an authorized agent of the IPUC may submit to the CEC, under penalty of perjury, an attestation confirming the accuracy of the annual report. The CEC requires that the submission of the attestation be approved by the governing board of the IPUC at a public meeting.

IPUC Staff submitted the 2017 Power Source Disclosure Program Annual Report and Annual Power Content Label to the CEC, inclusive of the staff attestation, and provided the

required information to its customers by posting the Power Content Label on the City's website (http://www.cityofindustry.org/city-hall/departments/industry-public-utilities/electric). Additionally, a copy of the IPUC Resolution No. 2018-01 is included as Exhibit A.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends that the IPUC adopt Resolution 2018-01.

Exhibits:

- A. Resolution No. IPUC 2018-01
- B. 2017 Power Source Disclosure Program Annual Report and Annual Power Content Label

TH/JN/DB:jv

EXHIBIT A

Resolution No. IPUC 2018-01

[Attached]

RESOLUTION NO. IPUC 2018-01

A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, RATIFYING THE SUBMISSION TO THE CALIFORNIA ENERGY COMMISSION OF AN ATTESTATION OF THE VERACITY OF THE 2017 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL

WHEREAS, the City of Industry ("City"), a municipal corporation, is authorized under various provisions of the California Constitution and the general laws of California (including, specifically, Article XI, section 9(a) of the California Constitution, Public Utilities Code ("PUC") Section 10004, and Government Code section 39732(a) to establish, purchase, and operate a public utility to furnish its inhabitants with, among other things, electricity; and

WHEREAS, the City operates a municipal electric utility ("Industry Public Utilities Commission" or "IPUC); and

WHEREAS, as a municipal electric utility, the IPUC is generally subject to the legislative and regulatory requirement applicable to local publicly owned electric utilities; and

WHEREAS, in 1997 Senate Bill 1305, as amended in 1998 by Assembly Bill 162, requires retail suppliers of electricity to disclose sources of energy being used to the California Energy Commission ("CEC") and to consumers in the form of the Power Source Disclosure Program Annual Report and the Annual Power Content Label; and

WHEREAS, the 2017 Power Source Disclosure Program Annual Report and Annual Power Content Label have been submitted to the CEC, and the Annual Power Content Label has been posted on the City's website for consumers to view; and

WHEREAS, the 2017 Power Source Disclosure Program Annual Report includes an attestation from an authorized agent of the City, under penalty of perjury, confirming the accuracy of the information provided.

NOW, THEREFORE, THE COMMISSIONERS OF THE INDUSTRY PUBLIC UTILITIES COMMISSION DO HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

<u>Section 1</u>. The Commissioners of the IPUC hereby ratify the submission to the California Energy Commission of an attestation of the veracity of the 2017 Power Source Disclosure Program Annual Report and Annual Power Content Label, attached to this Resolution as Exhibits A and B, and incorporated herein by reference.

<u>Section 2</u>. That the Acting Executive Director shall provide any attestation to the Annual Report and Power Content Label required by law.

<u>Section 3</u>. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionally, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

<u>Section 4</u>. The City Clerk shall certify to the passage and adoption of this Resolution, and that the same shall be in full force and affect, and enter it into the book of original Resolutions.

EXHIBIT B

2017 Power Source Disclosure Program Annual Report and Annual Power Content Label

[Attached]

Version: May 2018



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:

Power Source Disclosure Program

Schedule 1 and 2, applicable to: Load Serving Entities
For the Year Ending December 31, 2017

Load serving entities are required to use the posted template and are not allowed to make edits to this format.

Please fill out the company name and contact information.

GENERAL INSTRUCTIONS

	COMPANY NAME
	Industry Public Utilities Commission
•	
	PRODUCT NAME (If Multiple Products Offered)
	CONTACT INFORMATION
Name	Joshua Nelson
· · · · · · ·	
Title	City Engineer
Mailing Address	255 North Hacienda Blvd
City, State, Zip	City of Industry, CA 91744
Oity, Otato, Eip	ony of madday, or comment
Phone	626.956.8038
E-mail	JNelson@cc-eng.com
Website	
for PCL Posting	
9	

Please fill out the schedules that apply to your company's filing requirements. Provide the annual report and attestation together in PDF format and the annual report in an excel file by email to PSDprogram@energy.ca.gov. Remember to fill in the company name above, submit separate reports and attestations for each additional product if multiple electric service products are offered. Report procurements in MWh (not kWh).

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at http://www.energy.ca.gov/commission/chief_counsel/documents/CEC13.pdf

Version: May 2018



INTRODUCTION

Each worksheet, with the exception of the Attestation, is identified by a schedule number and a title that describes the information to be entered. Power Source Disclosure Program participants are only required to submit schedules that are relevant to their role. If you need to report as a power pool, please use Schedules 3 and 4 found on the PSD webpage: http://www.energy.ca.gov/pcl/

The following schedules are required for load serving entities:

Schedule #	Schedule Name
1	Power Procurements and Retail Sales
2	Annual Power Content Label Calculation
N/A	Attestation



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program

For the Year Ending December 31, 2017 SCHEDULE 1: POWER PROCUREMENTS AND RETAIL SALES Applicable to: Load Serving Entities

INSTRUCTIONS: Enter information about power procurements supporting all electricity products for which your company is filing the Annual Report. If you need additional rows, add them from the INSERT menu. Please list all purchases (Specified and Unspecified purchases) as line items under the Facility Name heading. If a procurement was for unbundled RECs include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the fuel type of the generating facility from which the unbundled REC was derived. If procured power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the Fuel Type column.

ALL PROCUREMENTS (Specified and Unspecified)										
Facility Name	Unit No.	Fuel Type	Location (State or Province)	RPS ID	WREGIS GU ID	EIA ID	FERC QF ID	Gross MWh Procured	MWh Resold or Self- Consumed	Net MWh Procured
Unspecified Purchases - Shell Energy North America (US) L.P.			CA					19,584		19584
Unspecified Purchases - CAISO			CA					22,872		22872
										0
										0
										0
										0
										0
										0
										0
										0

Total Hotel diolidoco	72,700
Total Retail Sales	39,750

Version: May 2018



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program For the Year Ending December 31, 2017 SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION Applicable to: Load Serving Entities

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. Total retail sales information from Schedule 1 will autopopulate on this schedule. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. Each fuel type total will them be devided by retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	- 1	0%
Biomass & Biowaste		0% 0%
Geothermal		0%
Eligible hydroelectric Solar		0%
Wind		0%
Coal		0%
Large Hydroelectric		0%
Natural Gas		0%
Nuclear		0%
Other		0%
Total Specific Purchases	-	0%
Unspecified Power (MWh)	100,594	100%
Total	100,594	100%
Total Retail Sales (MWh)	39,750	
COMMENTS:		

Version: May 2018



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program For the Year Ending December 31, 2017 ATTESTATION FORM

Applicable to: All participants in the Power Source Disclosure Program

I, Troy Helling, Acting City Manager, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of Industry Public Utilities Commission, have authority to submit this report on the company's behalf. I further declare that the megawatthours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Name: Troy Helling
Signed:
Dated:
Executed at:

ITEM NO. 5.4



MEMORANDUM

TO: Honorable President Radecki and Commission Board Members

FROM: Troy Helling, Acting Public Utilities Director

STAFF: Joshua Nelson, Contract IPUC Engineer, CNC Engineering

Dev Birla, Operations Manager, CNC Engineering

DATE: August 9, 2018

SUBJECT: Consideration of Amendment No. 1 to the Agreement for Operations and

Maintenance Services with Pacific Utility Installation, Inc. in the amount of \$173,035.00 for a total Agreement amount not to exceed \$391,035.00

through April 19, 2020

Background:

On April 20, 2017, the Industry Public Utilities Commission ("IPUC") awarded a three year operations and maintenance ("O&M") services contract to Pacific Utility Installation, Inc., ("PUI") in an amount of \$218,000.00 for the Waddingham Substation ("Substation"). The Substation is one of the interconnections of IPUC with Southern California Edison ("SCE"), which was completed three years ago. It has been providing customers with power for over a year.

A review of the history and record of invoices submitted by PUI between June and October 2017 reveals that there was an increase in the maintenance of the Substation during that time in addition to the regular monthly inspections. Various unforeseen repairs and site visits were required for the Substation to remain operational and functional.

As a result of the increased repair work PUI provided, more funds were spent on maintenance than were originally budgeted for and it is necessary to amend the Agreement to increase the compensation. Further, after a recent review and inspection of the Substation, Staff has determined that major maintenance and testing is still needed. Staff plans to schedule the three year maintenance and testing on August 20, 2018, which will provide major maintenance and testing on the substation that is overdue.

Table 1 below shows the amount of funds required to cover the inspection and maintenance for the remaining period of the Agreement through April 19, 2020.

<u>Table 1 – Project Summary</u>

Task #	Type of Inspection	Number of Inspections or Maintenance	Cost per inspection	Estimate of budget until contract expires			
1	Monthly Inspection	Inspections from July 2018 to April 2020	\$4,200	\$92,400			
2	Annual Inspection	One in July or August 2019	\$14,000	\$14,000			
3	3 years major maintenance & testing required per California Public Utilities Commission General Order (CPUC- GO) 174	Tentatively planned and scheduled on August 20, 2018	\$79,000	\$79,000			
4	Follow-up work of 3 years maintenance & call outs if needed including miscellaneous work	TBD		\$30,000			
Subtotal							
Balance at this time							
Additional Budget required (rounded up)							

Discussion:

Monthly, annual and three year inspections and maintenance is a requirement by CPUC-GO 174. Upon further review of the original Agreement, Staff found that all of the required inspections were not properly accounted for in the original budget. This budget increase now includes the remaining required inspections through April 2020.

Fiscal Impact:

The recommended actions for this amendment will have a fiscal impact in the amount of \$173,035.00. An appropriation request from the Electric Utility Reserve Fund to the Electric Utility Fund - City Electric - Budget Contract Labor Professional and Technical (Account No. 161-300-6200) is being requested.

Recommendation:

- 1. It is recommended that the IPUC approve Amendment No. 1 in the amount of \$173,035.00 to the Agreement for Operations and Maintenance Services with Pacific Utility Installation, Inc. for a total not to exceed agreement amount \$391,035.00.
- 2. Appropriate \$173,035.00 from the Electric Utility Reserve Fund to Electric Utility Fund- City Electric Budget Contract Labor Professional and Technical (Account No. 161-300-6200.

Exhibits:

A. Amendment No. 1 to the Agreement for Operations and Maintenance Services with Pacific Utility Installation, Inc. dated August 9, 2018

TH/JN/DB:jv

EXHIBIT A

Amendment No. 1 to the Agreement for Operations and Maintenance Services with Pacific Utility Installation, Inc. dated August 9, 2018

[Attached]

AMENDMENT NO. 1 TO AGREEMENT FOR MAINTENANCE SERVICES WITH PACIFIC UTILITY INSTALLATION, INC.

This Amendment No. 1 to the Agreement for Maintenance Services ("Agreement"), is made and entered into this 9th day of August, 2018, ("Effective Date") by and between the Industry Public Utilities Commission, a public body ("IPUC") and Pacific Utility Installation Inc., a California corporation ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about April 20, 2017, the IPUC, approved an Agreement for Maintenance Services ("Agreement") with Pacific Utility Installation, Inc., to provide Operation and Maintenance ("O&M") services for the Waddingham Way 66kV Substation ("Substation"); and

WHEREAS, given the condition of the Substation, the costs associated with the O&M services is greater than anticipated, and it is therefore necessary to increase the compensation under the Agreement; and

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

AMENDMENT

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

Section 4. Compensation

The dollar figure of \$218,000.00 shall be amended, in all instances, to read \$391,035.00.

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

"IPUC" INDUSTRY PUBLIC UTILITIES COMMISSION	"CONSULTANT" PACIFIC UTILITY INSTALLATION, INC.
By: Troy Helling, Acting Public Utilities Director	By: William Pfeifer, President
ATTEST:	
By:	
APPROVED AS TO FORM:	
By:	

EXHIBIT A TO AMENDMENT NO. 1:

AGREEMENT FOR MAINTENANCE SERVICES WITH PACIFIC UTILITY INSTALLATION, INC. (DATED APRIL 20, 2017)

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 20, 2017 ("Effective Date"), between the Industry Public Utilities Commission, IPUC a public body ("IPUC") and Pacific Utilities Installation, Inc., a California corporation ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, IPUC 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, IPUC 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 April 19, 2020, 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) IPUC 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 IPUC and in a first-class manner in conformance with the standards of quality normally observed by an entity providing substation operation and maintenance services, serving a municipal agency.
- (d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, 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) IPUC has not consented in writing to Consultant's performance of such work. No officer or employee of IPUC 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 IPUC 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 IPUC 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 IPUC Manager shall represent the IPUC 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 IPUC 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 Two Hundred Eighteen Thousand Dollars (\$218,000.00) 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 IPUC 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 IPUC 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. <u>LABOR CODE AND PREVAILING WAGES</u>

- Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more. Consultant agrees to fully comply with such Prevailing Wage Laws. IPUC shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.
- (b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.
- (c) To the extent applicable, Cosultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.
- (d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.
- (e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

- (a) The IPUC 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 IPUC suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the IPUC 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 IPUC pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPUC 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 IPUC or its designees at reasonable times to review such books and records; shall give IPUC the right to examine and audit said books and records; shall permit IPUC 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 IPUC and may be used, reused, or otherwise disposed of by the IPUC 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 IPUC 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.

8. 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 IPUC 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) <u>DUTY TO DEFEND</u>. 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 IPUC at Consultant's cost or at City's option, to reimburse the IPUC for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPUC 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 IPUC 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 IPUC 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.

9. 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.

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPUC 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 IPUC 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 IPUC 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, IPUC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. IPUC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. 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.

12. 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 IPUC 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 IPUC 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 IPUC to any and all remedies at law or in equity.

13. 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.

14. 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 IPUC 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 IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obli-

gation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC 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 IPUC 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 IPUC to control, direct, or rewrite said response.

15. 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: Public Utilities Director

With a Copy To:

James M. Casso, General Counsel

Casso & Sparks, LLP

13200 Crossroads Parkway North, Suite 345

City of Industry, CA 91746

To Consultant:

William Pfeifer, President Pacific Utility Installation, Inc.

1585 Harmony Circle Anaheim, CA 92807

16. 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 IPUC 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 IPUC 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 IPUC for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPUC for the performance of its subconstultant 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 IPUC 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.

17. GOVERNING LAW/ATTORNEYS' FEES

The IPUC 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. WAIVER

The waiver by IPUC 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 IPUC or Consultant unless in writing.

23. 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

Exhibit A

Exhibit B

Exhibit C

Attachments:

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.

"IPUC" Industry Public Utilities Commission	"CONSULTANT" Pacific Utility Installation, Inc.				
By:Paul J. Philips, Public Utilities Director	By: William Pfelfer, President				
Attest:	•				
By: Diane M. Schlichting, Assistant Secretary					
Approved as to form:					
By: James M. Casso, General Counsel .					

Scope of Services

Insurance Requirements

Rate Schedule

EXHIBIT A

SCOPE OF SERVICES

1. Operations and Maintenance ("O&M") Scope of Services

Consultant shall perform full O&M responsibilities for the IPUC's Substation ("Substation"), with the exception of the items listed in Section 4. The Consultant will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the substation is safe, reliable, and operating at its optimum efficiency. In addition, the Consultant will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, SCE meter configuration assistance; review & correct the IPUC's operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain As-Built drawings, as well as, configuration & maintenance records of the substation.

1.1. Monitoring, and Coordination

- Consultant will coordinate with the City's call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers
- Communicate with Southern California Edison ("SCE") and the California Independent System Operator ("CAISO"), as necessary, to maintain reliable service, coordinate power connections and sound communication links

1.2. Dispatching of Subcontractors and Own Employees

Consultant shall dispatch and inform the IPUC when approved vendors, have been dispatched to preform required and emergency services needed to maintain, repair or test the Substation.

1.3. Troubleshooting and Service Response

If the Substation's performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the Consultant shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation's performance and/or power to the IPUC system.

The Consultant will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the substation operational performance check

and/or emergency service request. The appropriate employee and/or subcontractor must be on site within 24 hours of the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

"Service Operations" refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The Consultantwill be responsible and make available to the IPUC a log of troubleshooting, service and repairs performed at the Substation.

1.4. Corrective Maintenance

Consultant will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation's full operation and optimal performance.

The Consultant shall be responsible for maintaining and make available, to the IPUC, an ongoing corrective maintenance report.

1.5. Routine Inspections and Preventive Maintenance

The Consultant shall establish a bi-monthly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer's specifications as required and needed to ensure the substation's optimal performance. The Consultant's preventive maintenance shall include proactive maintenance intended to keep the substation facility and equipment in good repair, good operating condition, appearance and working order; and to keep the substation's equipment in compliance with the manufacturer's warranties and standard practices.

The Consultant's bi-monthly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the substation's main power transformer, batteries & charging

system, and circuit breakers

- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer's specification
- Inspection and testing of fuses and breakers
- Wear and tear repairs

Consultant shall also comply with the routine inspection and preventative maintenance tasks set forth in Exhibit D, attached hereto, and incorporated herein by reference. Appendix 1 provides a list of anticipated routine inspection and preventive maintenance tasks.

As part of the preventative maintenance of the substation, the Consultant will provide a recommended list of spare parts based on the O&M Manual, attached hereto as Exhibit E and incorporated herein by reference, and anticipated scope of services. The Consultant shall be responsible for keeping an inventory of spare parts and equipment needed for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the Consultant to ensure timely repairs.

Detailed orders of replacement parts will be provided to the IPUC for review and approval prior to the authorization of payment.

1.6. IPUC Customer Load Connections

Consultant will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

Consultant will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

1.7. Hazardous Material and Waste

Consultant will apply best management practices in dealing with hazardous material and waste, including, at a minimum, the preparation and implementation of a Spill Prevention, Control and Countermeasure Plan ("SPCC"), by qualified personnel or consultant and monthly inspections required to meet the requirements of a SPCC plan.

Consultant will plan and direct the release, capture and cleanup of hazardous material and waste generated from the substation's operation and maintenance. The services needed to ensure proper capture and cleanup-of hazardous material and waster will be the responsibility of the Consultant and must meet the local state and federal regulatory requirements for the materials and waste designation.

Consultant will report and document spills and release of hazardous material and waste, and the proposed or executed corrective actions taken in cleanup and disposal of material and waste to the IPUC in written form.

1.8. SCE Switch Yard Metering

Consultant will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination on if the SCE meters are reporting and configured correctly must be completed and agreed upon prior to the substation being used for IPUC customer load.

1.9. Operation and Maintenance Manual

Consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the Consultant finds information lacking, incomplete or in error the Consultant shall provide and/or create the documents needed to update and correct the substation O&M manual. Consultant will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance Consultant will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

1.10. 66kV Substation Start-Up, Shut-Down and Testing Procedures

Consultant will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the Consultant will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

1.11. As-Built Drawings and Configuration Control

Consultant shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to IPUC representative and contractors.

1.12. Reporting

Consultant shall provide reports and reporting documents to the IPUC in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the IPUC with brief outline on recommended corrective actions
- Furnish information required to enable the IPUC to respond to CAISO or SCE.
- Provide as built information and updated drawings

EXHIBIT B

RATE SCHEDULE

Service	PARTIES CONTRACTOR	(Securences a(limtee year) period)	The Control of the Co
Monthly Service	\$4,20000	18	\$75,600.00
Annual Service	\$14,000.00	. 2	\$28,000.00
Three-Year Major Service	\$79,000.00	1	\$79,000.00
As meeded services			
IPUC Customer Load Connections		1	\$7,500.00
Hazardous Materials and Waste Plan		. 1	\$4,800.00
SCE Switch Yard Metering		. 1	\$7,800.00
Operations & Maintenance Manual		1	\$7,500.00
Start-up/Shut-down/Testing procedures		1	\$7,800.00
		Total	\$218,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the IPUC, 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 the IPUC.

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 the IPUC, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the IPUC, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPUC 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 the IPUC's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPUC at all times during the term of this contract. IPUC 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 IPUC 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 IPUC before the IPUC's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPUC'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, IPUC has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPUC will be promptly reimbursed by Consultant, or IPUC will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPUC 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 IPUC's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the IPUC, 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 the IPUC, 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 IPUC to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPUC 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 IPUC 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 IPUC.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPUC 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 IPUC 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 IPUC 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 IPUC for review.

IPUC's right to revise specifications. The IPUC 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 IPUC and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPUC. The IPUC 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 IPUC.

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

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

EXHIBIT D

APPENDIX 1

<u>EXHIBIT E</u> OPERATIONS AND MAINTENANCE MANUAL

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5

Memo

To: Industry Public Utilities Commission

Cc: La Puente Valley County Water District, Board of Directors

From: Greg B. Galindo, General Manager

Date: August 9, 2018

Re: Industry Public Utilities Water Operations Quarterly Report (April – June 2018)

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 4th 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 & Well No. 5 District staff completed a draft of an updated agreement between the Cooperating Respondents (CRs) and the City related for the operation and treatment of the City's Well No. 5. This draft was submitted to the CRs for comment. The District received comments back from the CR's and a proposed updated agreement will be submitted within the next couple of weeks to the City for final consideration.
- 2017-18 Fiscal Year Budget A draft report of Revenue and Expenses as of June 30, 2018, is enclosed for your review as *Attachment 1*. District staff is still working on final year-end entries. Once completed a report with final account balances will be issued to the City.
- Fund Disbursements For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as *Attachment 2*.

Distribution, Supply and Production

- Summary of Activities A summary report of CIWS field activities for the 4th Quarter of fiscal year 2017-18 is provided as *Attachment 3*.
- City of Industry Well No. 5 Operations Well No. 5 operated without issue in the 4th quarter. The current static water level, pumping water level and pumping rate for Well No. 5 is shown in the table below. A graph depicting the static water level at Well No. 5 since 1993 is provided as *Attachment 4*.

Well	Pump Setting (below surface)	1		Drawdown	Current GPM Pumping Rate	
COI 5	162'	123'	139'	-16	1,099	

Production Summary – The production for the 4th Quarter of fiscal year 2017-18, to meet the needs of the CIWS, was 337.49 AF. The 2017-18 fiscal year production report and related graph are provided as *Attachment 5*.

• 2017-18 Water Conservation – A summary of water system usage for fiscal year 2017-18 as compared to calendar year 2013 is shown below. The overall reduction in use for this time period is 11.2%.

			Difference	Accumulative	
Month	2013	2017-18	Current-2013 (%)	Difference (%)	
July	141.36	136.28	-3.6%	-3.6%	
August	153.97	129.61	-15.8%	-10.0%	
September	151.67	127.11	-16.2%	-12.1%	
October	137.26	126.02	-8.2%	-11.2%	
November	110.83	99.81	-9.9%	-11.0%	
December	99.84	105.14	5.3%	-8.9%	
January	90.55	91.92	1.5%	-7.9%	
February	81.62	84.99	4.1%	-6.8%	
March	99.4	78.26	-21.3%	-8.2%	
April	115.82	101.26	-12.6%	-8.6%	
May	147.93	112.48	-24.0%	-10.3%	
June	152.6	123.75	-18.9%	-11.2%	
Totals	1482.85	1316.63			

- 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 June 30, 2018, as *Attachment 6*.
- MSGB Groundwater Levels On, July 27, 2018, the Baldwin Park key well level was 176 feet asl. Watermaster's latest report on hydrologic conditions is enclosed as *Attachment 7*.

Water Quality / Compliance

- State Water Board Division of Drinking Water (DDW) Electronic Annual Report Staff submitted the Annual Report the CIWS on May 30, 2018.
- Distribution System Monitoring District Staff has collected all required water quality samples from the distribution system for the 4th Quarter of fiscal year 2017-18; approximately 92 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. The table below summarizes Well No. 5's current water quality for the certain constituents.

Month Sampled Flow Rate	1,1 DCE	TCE	PCE	All Other	Perchlorate	1,4-Dioxane	NDMA	Nitrate	
	MCL=6 ppb	MCL= 5 ppb	MCL= 5 ppb	VOCs	MCL= 6 ppb	NL=1 ppb	NL= 10 ppt	MCL=10 ppm	
Jun-18	1,099	1.9	3.1	11	ND	2.6	<.5	ND	6.9

Lead Service Inventory – Under Section 116885 of the Health and Safety Code, water systems need to
compile an inventory of known lead service lines in use in its distribution system and identify areas that
may have lead service lines in use in its distribution system by July 1, 2018. LPVCWD staff has identified
the material of each service line in the CIWS distribution system to ensure no lead services existed. As a
result, no lead services were identified and inventory findings were reported in the 2017 DDW Electronic
Annual Report.

- Lead Sampling for Schools AB 746 requires community water systems to test the lead levels of drinking water at all California public K-12 schools (constructed before January 1, 2010) and preschools and child daycare facilities located on public school property by July 1, 2019. LPVCWD staff will reach out to schools/facilities to coordinate the sampling effort required by AB 746 by July 1, 2019.
- DDW Sanitary Survey On January 11, 2018, DDW visited and inspected the CIWS facilities as part of their tri-annual sanitary survey inspection. During the inspection, no noticeable deficiencies were noted. On May 30, 2018, a letter with respect to the findings of the Sanitary Survey was received summarizing two items that needed to be addressed. The first item was to revise the 2017 Valve Exercise and Maintenance Program to include an inventory of all valves and the second item was to clarify the CIWS's valve exercise goal. Item 1 will be submitted by the end of August and item two has been clarified to relay that all valves are exercised at least once every four years.
- 2018 Permit Amendment In response to a request by DDW, at the end of April 2018, District staff submitted a water system permit amendment application, which included an updated operating and monitoring plan. DDW then provided, on July 23, 2018, a draft version of a permit amendment to District staff for review and comment. Staff reviewed and provided comments to the draft version of the permit. A final updated permit is expected to be issued by September 2018.

Capital / Special Projects

- Industry Hills Meter Installations –Meter reading of the newly installed meters has been conducted monthly for the last 12 months. A staff report was submitted to City Staff, recommending how and when to initiate billing for each metered service. District staff will initiate this new billing, beginning the first billing cycle after July 1, 2018.
- Starhill Lane and 3rd Avenue Waterline Improvement Project The 2017 CIWS Water Master Plan recommended improvements to waterlines in Starhill Lane and 3rd Avenue south of Lomitas Avenue. The Project's total budget is estimated at \$538,000 for the 2018-19 FY. In January 2018, District staff provided City staff a draft RFP for the preparation of plans, specifications and an estimate for the Project.

Personnel

- As of June 30, 2018, 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 8*.
- Weekly field tailgate safety meetings continue to be conducted for all field employees.

Attachments

- 1. Statement of Revenue and Expenses for the 4th Quarter of 2017-18.
- 2. Fund Disbursement List for 4th Quarter of 2017-18.
- 3. Summary of Field Activities for 4th Quarter of 2017-18.
- 4. Graph of CIWS Well No. 5 Static Water Level (1993 to Current)
- 5. Production Summary for 4th Quarter of 2017-18.
- 6. CIWS LPVCWD Water Exchange and Delivery Summary for 4th Quarter of 2017-18.
- 7. Main San Gabriel Basin Hydrologic Report for June 2018.
- 8. Summary of Hourly Rates for District Staff for the 4th Quarter of 2017-18.