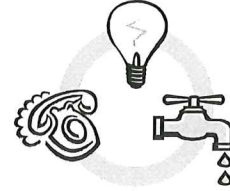


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA  
OCTOBER 8, 2020 8:30 A.M.

President Cory C. Moss  
Commissioner Michael Greubel  
Commissioner Cathy Marcucci  
Commissioner Mark D. Radecki  
Commissioner Newell W. Ruggles



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

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**Addressing the Commission:**

## **NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the IPUC shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264 and entering the following Conference ID: 696 813 255#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPUC meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, October 6, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**
- **Agenda Items:** Members of the public may address the Industry Public Utilities Commission on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
- **Public Comments (Non-Agenda Items Only):** Anyone wishing to address the Industry Public Utilities Commission on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the IPUC from taking action on a specific item unless it appears on the posted Agenda.

## **Agendas and other writings:**

- In compliance with Government Code Section 54957.5(b), 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 Secretary of the IPUC during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211

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

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Public Utilities Commission (IPUC), the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands for September 24, 2020

*RECOMMENDED ACTION: Ratify the Register of Demands.*

- 5.2 Consideration of the Register of Demands for October 8, 2020

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

- 5.3 Consideration of the minutes of the September 10, 2020 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **BOARD MATTERS**

- 6.1 Consideration of a Professional Services Agreement with The Technology Depot Inc., to provide information technology support on the remote monitoring of Waddingham Substation, in an amount not-to-exceed \$30,000.00 through December 31, 2021 (MP 02-05 #7)

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.2 Report from the General Manager for the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

*RECOMMENDED ACTION: Receive and file the report.*

7. Adjournment. Next regular meeting: Thursday, November 12, 2020 at 8:30 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1

**INDUSTRY PUBLIC UTILITIES COMMISSION**  
AUTHORIZATION FOR PAYMENT OF BILLS  
Board Meeting September 24, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	67,812.77

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	67,812.77

APPROVED PER CITY MANAGER

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**Industry Public Utilities Commission  
Wells Fargo - Electric  
September 24, 2020**

Check	Date	Payee Name			Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
10573	09/09/2020	FRONTIER			\$170.78
	Invoice	Date	Description	Amount	
	2021-00000421	08/28/2020	08/28-09/27/20 SVC - EM-21912 GARCIA LN	\$73.86	
	2021-00000422	08/28/2020	08/28-09/27/20 SVC - EM-21700 BAKER PKWY BLDG 23	\$56.32	
	2021-00000423	08/28/2020	08/28-09/27/20 SVC - EM-179 S. GRAND AVE	\$40.60	
10574	09/16/2020	AT & T			\$868.03
	Invoice	Date	Description	Amount	
	3120781347	09/01/2020	09/01-09/30/20 SVC - METROLINK-T1 CIRCUIT	\$868.03	
10575	09/16/2020	FRONTIER			\$2,041.92
	Invoice	Date	Description	Amount	
	2021-00000438	09/04/2020	09/04-10/03/20 SVC - EM-21858 GARCIA LN	\$73.86	
	2021-00000439	09/04/2020	09/04-10/03/20 SVC - GS-21620 VALLEY BLVD	\$60.08	
	2021-00000440	09/10/2020	09/10-10/09/20 SVC - GS-21640 VALLEY BLVD	\$56.32	
	2021-00000441	09/10/2020	09/10-10/09/20 SVC - EM-21808 GARCIA LN	\$73.86	
	2021-00000442	09/10/2020	09/10-10/09/20 SVC - 600 BREA CYN RD	\$240.25	
	2021-00000443	09/01/2020	09/01-09/30/20 SVC - VARIOUS GENERATOR SITES	\$1,421.15	
	2021-00000444	09/01/2020	09/01-09/30/20 SVC - GS-21650 VALLEY BLVD	\$56.32	
	2021-00000445	09/01/2020	09/01-09/30/20 SVC - GS-21700 VALLEY BLVD	\$60.08	
10576	09/16/2020	SO CALIFORNIA EDISON COMPANY			\$15,644.69
	Invoice	Date	Description	Amount	
	2021-00000446	09/02/2020	08/01-09/01/20 SVC - 600 BREA CYN RD	\$425.70	
	2021-00000447	09/09/2020	08/01-09/01/20 SVC - 208 S WADDINGHAM WAY	\$15,218.99	
10577	09/16/2020	SOCALGAS			\$50.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
September 24, 2020**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	Invoice	Date	Description	Amount
	2021-00000448	09/10/2020	08/01-09/01/20 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.00
<b>10578</b>	09/24/2020		<b>BUTSKO UTILITY DESIGN INC.</b>	<b>\$5,785.00</b>
	Invoice	Date	Description	Amount
	177005	08/28/2020	UTILITY ENG SVC-JUL 2020	\$5,785.00
<b>10579</b>	09/24/2020		<b>CNC ENGINEERING</b>	<b>\$23,157.50</b>
	Invoice	Date	Description	Amount
	501522	09/10/2020	INSTALLATION OF DIST FEEDER CABLE	\$7,465.00
	501524	09/10/2020	CITY ELECTRICAL FACILITES	\$13,232.50
	501525	09/10/2020	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$2,460.00
<b>10580</b>	09/24/2020		<b>ENCO UTILITY SERVICES</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	IPUC-2020-44076	09/02/2020	CUSTOMER ACCOUNT SVC-AUG 2020	\$2,500.00
<b>10581</b>	09/24/2020		<b>OCEAN BLUE ENVIRONMENTAL SERV</b>	<b>\$6,898.50</b>
	Invoice	Date	Description	Amount
	34051	08/24/2020	HAZARDOUS WASTE REMOVAL-JUL 2020	\$6,898.50
<b>10582</b>	09/24/2020		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$4,641.00</b>
	Invoice	Date	Description	Amount
	22141	08/31/2020	SUBSTATION MAINT	\$441.00
	22142	08/31/2020	SUBSTATION MAINT	\$4,200.00
<b>10583</b>	09/24/2020		<b>RICHARD HEATH &amp; ASSOCIATES, INC.</b>	<b>\$1,826.00</b>

**Industry Public Utilities Commission  
Wells Fargo - Electric  
September 24, 2020**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	Invoice	Date	Description	Amount
	IPUC-20-08	08/31/2020	LIGHTING PRE-INSPECTION REPORT	\$1,826.00
<b>10584</b>	09/24/2020		<b>SST CONSTRUCTION, LLC</b>	<b>\$1,305.00</b>
	Invoice	Date	Description	Amount
	014212	09/04/2020	PREVENTIVE MAINT-METRO SOLAR	\$870.00
	014228	09/04/2020	PREVENTIVE MAINT-METRO SOLAR	\$435.00
<b>10585</b>	09/24/2020		<b>TPX COMMUNICATIONS</b>	<b>\$2,924.35</b>
	Invoice	Date	Description	Amount
	133561702-0	08/23/2020	INTERNET SVC-SUBSTATION/METRO SOLAR	\$2,924.35

All	Status	Count	Transaction Amount
	Total	13	\$67,812.77

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2



**INDUSTRY PUBLIC UTILITIES COMMISSION**

**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting October 8, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC ELECTRIC FUND	1,504,932.61
560	IPUC WATER FUND	110,287.80
TOTAL ALL FUNDS		1,615,220.41

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
CITYELEC	CITY ELECTRIC BOFA CKING	548841.58
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	956,091.03
IPUC.CHK	IPUC WATER BOFA CKING	110,287.80
TOTAL ALL BANKS		1,615,220.41

**APPROVED PER CITY MANAGER**

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# Industry Public Utilities Commission

## Bank of America - Electric

October 8, 2020

Check	Date	Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1467	09/09/2020		INDUSTRY PUBLIC UTILITIES		\$548,841.58
	Invoice	Date	Description		Amount
	09/09/20	09/09/2020	TO CLOSE BANK ACCOUNT		\$548,841.58

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Check	Status	Count	Transaction Amount
	Total	1	\$548,841.58

**Industry Public Utilities Commission  
Wells Fargo - Electric  
October 8, 2020**

Check	Date	Payee Name			Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>10586</b>	09/23/2020	<b>FRONTIER</b>			<b>\$643.77</b>
	Invoice	Date	Description	Amount	
	2021-00000474	09/10/2020	04/10-10/09/20 SVC - EM-21508 BAKER PKWY BLDG 22	\$392.46	
	2021-00000475	09/07/2020	04/07-10/06/20 SVC - GS-408 BREA CYN RD	\$251.31	
<b>10587</b>	09/23/2020	<b>SO CALIFORNIA EDISON COMPANY</b>			<b>\$1,027.46</b>
	Invoice	Date	Description	Amount	
	7501185349	07/21/2020	06/01-06/30/20 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46	
<b>10588</b>	09/24/2020	<b>CALPINE ENERGY SOLUTIONS, LLC</b>			<b>\$91,668.71</b>
	Invoice	Date	Description	Amount	
	202670013307796	09/23/2020	WHOLESALE USE-AUG 2020	\$91,668.71	
<b>10589</b>	09/30/2020	<b>FRONTIER</b>			<b>\$166.07</b>
	Invoice	Date	Description	Amount	
	2021-00000479	09/19/2020	09/19-10/18/20 SVC - EM-21438 BAKER PKWY BLDG 25	\$56.32	
	2021-00000480	09/19/2020	09/19-10/18/20 SVC - EM-21415 BAKER PKWY	\$56.32	
	2021-00000481	09/16/2020	09/16-10/15/20 SVC - GS-208 OLD RANCH RD	\$53.43	
<b>10590</b>	09/30/2020	<b>INDUSTRY PUBLIC UTILITY COMMISSI</b>			<b>\$6,030.21</b>
	Invoice	Date	Description	Amount	
	2021-00000482	09/16/2020	08/10-09/10/20 SVC - 600 BREA CYN RD	\$6,030.21	
<b>10591</b>	10/08/2020	<b>APPLIED METERING TECHNOLOGIES</b>			<b>\$3,137.50</b>
	Invoice	Date	Description	Amount	
	6454	09/16/2020	UTILITY OPERATIONS-SEP 2020	\$3,137.50	

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**October 8, 2020**

Check	Date	Payee Name			Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>10592</b>	10/08/2020	<b>CNC ENGINEERING</b>			<b>\$23,612.50</b>
	Invoice	Date	Description	Amount	
	501619	09/24/2020	CITY ELECTRICAL FACILITIES	\$12,512.50	
	501620	09/24/2020	INSTALLATION OF DIST FEEDER CABLE	\$11,100.00	
<b>10593</b>	10/08/2020	<b>PACIFIC UTILITY INSTALLATION</b>			<b>\$821,972.50</b>
	Invoice	Date	Description	Amount	
	#5IPUC-007	10/01/2020	INSTALLATION OF DIST FEEDER CABLE-IBC EAST & W	\$864,770.00	
	22199	09/11/2020	OPERATIONS/MAINT EASTSIDE-POWER CHECKOUT	\$441.00	
<b>10594</b>	10/08/2020	<b>POWER ENGINEERS INCORPORATED</b>			<b>\$7,707.31</b>
	Invoice	Date	Description	Amount	
	373309	09/22/2020	REMOTE MONITORING-WADDINGHAM STATION	\$7,707.31	
<b>10595</b>	10/08/2020	<b>WREGIS</b>			<b>\$125.00</b>
	Invoice	Date	Description	Amount	
	WR21678	09/08/2020	ANNUAL FEE	\$125.00	

Checks	Status	Count	Transaction Amount
	Total	10	\$956,091.03

**Industry Public Utilities Commission  
Bank of America - Water  
October 8, 2020**

Check	Date			Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>					
40473	09/16/2020			SO CALIFORNIA EDISON COMPANY	\$38,393.33
	Invoice	Date	Description	Amount	
	2021-00000449	09/04/2020	07/31-08/31/20 SVC - 1991 WORKMAN MILL U	\$38,393.33	
40474	10/08/2020			ROWLAND WATER DISTRICT	\$71,894.47
	Invoice	Date	Description	Amount	
	I-8/31/2020-A	08/31/2020	CONTRACT SVC - AUGUST 2020	\$2,274.18	
	I-8/31/2020-B	08/31/2020	CONTRACT SVC - AUGUST 2020	\$1,356.29	
	COI-09182020	09/18/2020	REIMB FOR OVERPAYMENT ON RECYCLED WATER FR	\$68,264.00	

Checks	Status	Count	Transaction Amount
	Total	2	\$110,287.80

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.3

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2020  
PAGE 1

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**CALL TO ORDER**

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number 657-204-3264, Conference ID: 717 653 695#.

**ROLL CALL**

PRESENT: Cory C. Moss, President  
Michael Greubel, Commissioner  
Cathy Marcucci, Commissioner  
Mark D. Radecki, Commissioner  
Newell W. Ruggles, Commissioner

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Director of Public Works/City Engineer/Assistant City Manager, Josh Nelson; James M. Casso, General Counsel; and Julie Robles, Secretary.

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 27, 2020**

*RECOMMENDED ACTION: Ratify the Register of Demands.*

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 10, 2020**

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

**5.3 CONSIDERATION OF THE MINUTES OF THE AUGUST 17, 2020 REGULAR MEETING**

*RECOMMENDED ACTION: Approve as submitted.*

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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2020  
PAGE 2

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**5.4 CONSIDERATION OF RESOLUTION NO. IPUC 2020-04 - A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2019 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT**

*RECOMMENDED ACTION: Adopt Resolution No. IPUC 2020-04.*

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

**BOARD MATTERS**

**6.1 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS**

*RECOMMENDED ACTION: Receive and file the report.*

Greg Galindo, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

MOTION BY PRESIDENT MOSS, AND SECOND BY COMMISSIONER MARCUCCI TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE



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INDUSTRY PUBLIC UTILITIES COMMISSION  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2020  
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**ADJOURNMENT**

There being no further business, the Industry Public Utilities Commission adjourned at 8:39 a.m.

\_\_\_\_\_  
CORY C. MOSS  
PRESIDENT

\_\_\_\_\_  
JULIE ROBLES  
SECRETARY

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.1



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President Moss and Commissioners

**FROM:** Troy Helling, Public Utilities Director *TH*

**STAFF:** Joshua Nelson, IPU Engineer  
Dev Birla, Operations Manager, CNC Engineering

**DATE:** October 8, 2020

**SUBJECT:** Consideration of a Professional Services Agreement with The Technology Depot Inc., to provide information technology support on the remote monitoring of Waddingham Substation, in an amount not-to-exceed \$30,000.00 through December 31, 2021 (MP 02-05 #7)

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### **Background:**

Industry Public Utility (“IPU”) Staff has been working with POWER Engineers, Inc. (“PEI”) on the engineering design for the remote monitoring of the Waddingham Substation. PEI has identified certain information technology (“IT”) related items such as internet access, cyber security firewall and security cameras which need to be directly purchased by the IPU. IPU’s contractor Pacific Utility Installation, Inc. (“PUI”) who will perform the construction inside the substation after PEI issues the final drawings for construction, has no expertise in these information technology related items.

### **Discussion:**

The Technology Depot (“TTD”) is currently providing information technology support to the City and, for consistency, IPU staff approached TTD to provide the IT support on items related to remote monitoring of the Waddingham Substation. TTD made site visits to the Waddingham Substation and submitted a quote for the equipment, including the warranties and the installation of the equipment. The equipment part numbers proposed by TTD were reviewed and approved by PEI and IPU staff. The total quote is \$29,803.92.

The internet access, cyber security firewall and security cameras are essential components of the work to be done to enable remote monitoring of the Waddingham Substation. TTD is best suited for this role to provide equipment and installation of the equipment due to its familiarity and consistency with the cyber security firewall with the other City facilities. PEI has approved the part numbers for the equipment proposed for installation. IPU staff has reviewed the price quote and found it to be in order and recommend approving the Agreement with TTD in an amount no-to-exceed \$30,000.00.

installation. IPU staff has reviewed the price quote and found it to be in order and recommend approving the Agreement with TTD in an amount no-to-exceed \$30,000.00.

**Fiscal Impact:**

The fiscal impact is \$30,000.00. In the fiscal year 2020-21, under capital electrical improvement budget, \$70,000 was budgeted for the remote monitoring of Waddingham Substation (Account No. 120-718-5205, MP 02-05 #7).

**Recommendation:**

It is recommended that the Commission approve the Professional Services Agreement with The Technology Depot, Inc., in an amount not-to-exceed \$30,000.00.

**Exhibit:**

- A. Professional Services Agreement with The Technology Depot, Inc., dated October 8, 2020

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TH/JN/DB:jf

**EXHIBIT A**

Professional Services Agreement with The Technology Depot, Inc., dated October 8,  
2020

[Handout]

*INDUSTRY PUBLIC UTILITIES COMMISSION  
OCTOBER 8, 2020*

ITEM NO. 6.1  
HANDOUT

**INDUSTRY PUBLIC UTILITIES  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of October 8, 2020 (“Effective Date”), between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California (“IPU”) and The Technology Depot Inc., a California corporation (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, IPU 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, IPU 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 31, 2021, 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 IPU. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPU. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPU 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 IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing information technology and installation 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) IPU has not consented in writing to Consultant's performance of such work. No officer or employee of IPU 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 IPU. If Consultant was an employee, agent, appointee, or official of the IPU 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 IPU 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**

IPU's Public Utilities Director or his designee shall represent the IPU 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 IPU 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 Thirty Thousand Dollars (\$30,000.00) 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 IPU. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPU and Consultant at the time IPU'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 IPU disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. LABOR CODE AND PREVAILING WAGES**

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPU 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 IPU, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The IPU 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 IPU 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 IPU 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 IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPU 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 IPU 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 IPU or its designees at reasonable times to review such books and records; shall give IPU the right to examine and audit said books and records; shall permit IPU 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 IPU and may be used, reused, or otherwise disposed of by the IPU without the permission of the Consultant. With respect to computer files, Consultant shall make available to the IPU, at the Consultant's office, and upon reasonable written request by the IPU, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying

and/or printing computer files. Consultant hereby grants to IPU 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 IPU.

## **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 IPU 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 IPU, 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 IPU, 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 IPU, Consultant shall have an immediate duty to defend the IPU at Consultant's cost or at IPU's option, to reimburse the IPU for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPU is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPU, as to whether liability arises from the sole negligence of the IPU or its officers, employees, or agents, Consultant will be obligated to pay for IPU's defense until such time as a final judgment has been entered adjudicating the IPU 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 IPU 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 IPU 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 IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPU, or bind the IPU 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, IPU shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPU. IPU shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, the IPU, 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 the provisions of AB 5 and/or Labor Code Section 2750.3.

**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 IPU, 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 IPU 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 IPU 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 IPU 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 IPU, 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 IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPU, 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 IPU, unless otherwise required by law or court order. (b) Consultant shall promptly notify IPU 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 IPU, unless Consultant is prohibited by law from informing the IPU of such Discovery, court order or subpoena. IPU 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 IPU 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 IPU and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPU's right to review any such response does not imply or mean the right by IPU 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 IPU: Industry Public Utilities  
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  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

To Consultant: Brian Dean, President  
The Technology Depot Inc.  
1207 S. Shamrock Avenue  
Monrovia, CA 91016

## **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 IPU.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPU with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPU 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 IPU for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPU 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 IPU 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 IPU 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 IPU 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 IPU 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**

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.

**“IPU”**  
**Industry Public Utilities**

**“CONSULTANT”**  
**The Technology Depot Inc.**

By: \_\_\_\_\_  
Troy Helling, Public Utilities Director

By: \_\_\_\_\_  
Brian Dean, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Commission Secretary

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, General Counsel

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



## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services:

Provide information technology support for internet access, cyber security firewall and security cameras at Waddingham Substation in order to enable remote monitoring of the substation. Consultant shall also provide the equipment and installation for the aforementioned technology within six months of the notice to proceed and based on the drawings issued by POWER Engineers, Inc. ("PEI") and the equipment approved by PEI and CNC Engineering Staff. The locations include the control house, the battery house, the two light poles along the north east fence and the rear of the control house.

The complete list of the equipment and labor support quote is described below:

#### 1. Internet Access and Cyber Security Firewall

- Furnish and install Fortinet FortigateRugged FG- 30D Firewall with ASE Forticare and FortiGuard 360 Protection, three-year product warranty transferrable to IPU, Part No. FGR- 30D- BDL- 816-DD- 3 YR
- Furnish and install Fortinet FortSwitchRugged FS- 124D- Ethernet Switch with 20 GE ports, - 48 V DC. Part No. FSR- 124D-FC-10-SR124
- Furnish and install FS-124D Ethernet Switch 24x7 Forticare Support Coverage – three year the product warranty transferrable to IPU. Part No. 247-02-DD-3 YR
- Furnish and install The Technology Depot MGMT PROBE - The Technology Depot onsite management probe for remote monitoring of internet, Firewall, Ethernet switch, Camera system with monitoring and support through December 31, 2021. TTD-PROBE- 1YR
- Provide 12 hours of labor for installation, training up to two hours for IPU Staff, CNC Engineering Staff and PEI personnel and one-year warranty on labor. LBR185
- All the products and the service warranties from the Fortinet shall be transferred to the Industry Public Utilities.

#### 2. Security Cameras at the locations shown on PEI drawings and approved by IPU and CNC Engineering Staff

- Furnish and install three (3) Wisenet Q network outdoor dome camera 5MP @30fps, 3.9-9.4mm motorized Vari-focal lens, triple codec H.265/H.264/MJPEG with Wisestream II, WDR 120dB, IR LEDs range 65', AI-Loitering & Directional Detection, Audio Detection, Digital auto tracking, Sound classification, LDC support( Lens Distortion Correction). Part No. XNV-8080R
- Furnish and install two(2) Wisenet Q network outdoor dome camera 12MP@20fps,8M@30fps, 4.5-10 mm motorized Vari-focal lens, True D/N,triple

codec H.265/H.264/MJPEG with Wisestream II, True WDR(120dB) IR 30m, LEDs Edge Analytics, range 131'. Part No. PNV-9080R

- Furnish and install five (5) Wisenet Camera Mount Bundle-SBV-158G/SBP-300WM/SBP-300HM6. Part No. SBP-SBV-MT-BNDL
- Furnish and install one (1) Wisenet WAVE Network Video Recorder with 4K HDMI/1080p VGA monitor out, 8 PoE/PoE+100W power budget, 8 WAVE Professional Licenses, Wisenet WAVE pre- installed 2 TB raw 3.5" HDD, Ubuntu 18.04 LTS Linux, 32 to 104 F Operating range, 100-240v AC, 5 Year Hardware Warranty on Recorder transferrable to IPU. Part No. WRN-810S-2TB
- Provide 24 hours of labor for installation, training up to two hours for IPU Staff, CNC Engineering Staff and PEI personnel and one-year warranty on labor. LBR 185
- All product and service warranties from the Wisenet shall be transferrable to the Industry Public Utilities.

EXHIBIT B

RATE SCHEDULE

The following rates shall apply to the Services:

**Internet Access and Cyber Security Firewall:**

Description	Product Part No.	Unit Price	Qty.	Price
Fortinet-Fortigate Rugged FG-30D Firewall with ASE Forticare and FortiGuard 360 Protection, 3-year product warranty transferrable to IPU	FGR-30D-BDL-816-DD- 3YR	\$4,792.00	1	\$4,792.00
Fortinet- FortiSwitch Rugged FS-124D-Ethernet switch with 20 GE ports, -48V DC.	FSR-124D-FC-10-SR124	\$7,000.00	1	\$7,000.00
Fortinet- FortiSwitch Rugged FS-124D-Ethernet switch 24x7 Forticare Support Coverage – 3 Year support warranty transferrable to IPU	247-02-DD-3YR	\$2,100.00	1	\$2,100.00
TTDEPOT MGMT PROBE - TTDepot onsite management probe for remote monitoring of internet, Firewall, Ethernet switch, Camera system with till December 31, 2021 Monitoring and Support. Assume 3 months of construction time and would include only one year of monitoring support,	TTD-PROBE-3 YR	\$29.95 per month	12	\$359.40
TTDepot Installation, 2 hours of Training and Warranty until December 31, 2021	LBR185	\$185 per hour	12	\$2,220.00
Sub-Total Fortinet Cyber Security Quote				\$16,471.40
Cyber Security Project Discount				(-3,2948.28)
Adjusted Sub-Total Cyber Security Quote				\$13,177.12
Sales Tax 10.25%				\$1,182.05
Grand Total Cyber Security Quote				\$14,359.17

**Security Cameras:**

Description	Product Part No.	Unit Price	Qty.	Price
Wisenet Q network outdoor dome camera 5MP @30fps, 3.9-9.4mm motorized Vari-focal lens, triple codec H.265/H.264/MJPEG with Wisestream II, WDR 120dB, IR LEDs range 65', AI-Loitering & Directional Detection, Audio Detection, Digital auto tracking, Sound classification, LDC support( Lens Distortion Correction)	XNV-8080R	\$1,550.00	3	\$4,650.00
Wisenet Q network outdoor dome camera 12 MP @20fps, 8M @30fps, 4.5-10mm motorized Vari-focal lens, True D/N, triple codec H.265/H.264/MJPEG with Wisestream II, True WDR (120dB) IR 30m, LEDs Edge Analytics, range 131'	PNV-9080R	\$1,699.00	2	\$3,398.00
Wisenet Camera Mount Bundle-SBV-158G/SBP-300WM/SBP-300HM6	SBP-SBV-MT-BNDL	\$213.00	5	\$1,065.00
Wisenet WAVE Network Video Recorder with 4K HDMI/1080p VGA monitor out, 8 PoE/PoE+100W power budget, 8WAVE Professional Licenses, Wisenet WAVE pre-installed 2 TB raw 3.5" HDD, Ubuntu 18.04 LTS Linux, 32 to 104 F Operating range, 100-240v AC, 5 Year Hardware Warranty transferrable to IPU on Recorder.	WRN-810S-2TB	\$2,800.00	1	\$2,800.00
TTDepot Installation, Training and One - Year Warranty	LBR185	\$185 per hour	24	\$4,440.00
Sub-Total Hanwha –Wisenet Security Camera Quote				\$16,353.00
Security Camera Project Discount				(-\$2,452.95)
Adjusted Sub- Total Security Camera Quote				\$13,900.05
Sales Tax 10.25%				\$969.66
Grand Total Security Camera Quote				\$14,869.71
<b>Grand Total</b>				<b>\$29,228.88</b>

TTD to comply with the prevailing wage clause for the labor part as applicable.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPU, 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 IPU.

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

**Proof of insurance.** Consultant shall provide certificates of insurance to IPU 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 IPU's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPU at all times during the term of this contract. IPU 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 IPU 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 IPU before the IPU'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, IPU has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPU will be promptly reimbursed by Consultant, or IPU will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPU 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 IPU's Risk Manager.

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

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

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

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

**Timely notice of claims.** Consultant shall give the IPU 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.