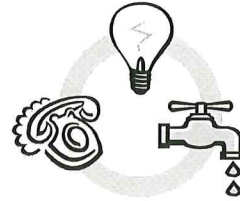


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA  
JANUARY 13, 2022 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 Mayor Dave Way, City of Industry, California

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**Addressing the Commission:**

## **NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 172 576 117#. In accordance with Section 4 of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated July 30, 2021, and the State of California Health Officer Order dated January 5, 2022, all individuals who attend the meeting in person must wear a mask. Pursuant to the Governor's 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, January 11, 2022, 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 IPUC 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 Mayor Dave Way, 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 are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.**

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

5. **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) request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands for December 23, 2021

*RECOMMENDED ACTION: Ratify the Register of Demands.*

- 5.2 Consideration of the Register of Demands for January 13, 2022

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

- 5.3 Consideration of a Professional Services Agreement with AKM Consulting Engineers to provide engineering services for the Industry Hills recycled water system, in an amount not-to-exceed \$30,000.00, through November 1, 2022 (MP 02-14 #1)

*RECOMMENDED ACTION: Approve the Agreement.*

- 5.4 Consideration of Resolution No. IPUC 2022-01 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

*RECOMMENDED ACTION: Adopt Resolution No. IPUC 2022-01, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

6. **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.*

7. **PUBLIC UTILITIES DIRECTOR COMMENTS**
8. **AB 1234 REPORTS**
9. **COMMISSIONER COMMUNICATIONS**
10. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, February 10, 2022, at 8:30 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1

**INDUSTRY PUBLIC UTILITIES COMMISSION**  
**AUTHORIZATION FOR PAYMENT OF BILLS**  
**Board Meeting December 23, 2021**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	2,665.00
161	IPUC - ELECTRIC	390,930.69
TOTAL ALL FUNDS		393,595.69

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	393,595.69

**APPROVED PER CITY MANAGER**

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**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**December 23, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10897</b>	12/08/2021		<b>FRONTIER</b>	<b>\$538.47</b>
	Invoice	Date	Description	Amount
	2022-00000928	11/22/2021	11/22-12/21/21 SVC - 21858 VALLEY BLVD	\$60.86
	2022-00000929	11/22/2021	11/22-12/21/21 SVC - 21733 BAKER PKWY BLDG 21	\$57.06
	2022-00000930	11/19/2021	11/19-12/18/21 SVC - 21415 BAKER PKWY	\$57.06
	2022-00000931	11/19/2021	11/19-12/18/21 SVC - 21438 BAKER PKWY BLDG 25	\$57.06
	2022-00000932	11/25/2021	11/25-12/24/21 SVC - EM 21535 BAKER PKWY BLDG 20	\$57.06
	2022-00000933	11/25/2021	11/25-12/24/21 SVC - EM 21760 GARCIA LN	\$75.56
	2022-00000971	11/28/2021	11/28-12/27/21 SVC - EM 179 S GRAND AVE	\$41.19
	2022-00000972	11/28/2021	11/28-12/27/21 SVC - EM 21700 BAKER PKWY BLDG 23	\$57.06
	2022-00000973	11/28/2021	11/28-12/27/21 SVC - EM 21912 GARCIA LN	\$75.56
<b>10898</b>	12/08/2021		<b>NEXTERA ENERGY MARKETING, LLC</b>	<b>\$143,767.40</b>
	Invoice	Date	Description	Amount
	677600	12/02/2021	WHOLESALE USE - NOV 2021	\$143,767.40
<b>10899</b>	12/08/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$11,154.88</b>
	Invoice	Date	Description	Amount
	7501325622	11/18/2021	10/01-10/31/21 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501325632	11/18/2021	10/01-10/31/21 SVC - 133 N AZUSA AVE	\$1,860.71
	7501325633	11/18/2021	10/01-10/31/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
<b>10900</b>	12/15/2021		<b>FRONTIER</b>	<b>\$1,761.05</b>
	Invoice	Date	Description	Amount
	2022-00001006	12/01/2021	12/01-12/31/21 SVC - VARIOUS GENERATOR SITES	\$1,449.18
	2022-00001007	12/01/2021	12/01-12/31/21 SVC - GS 21700 VALLEY BLVD	\$60.86

**Industry Public Utilities Commission  
Wells Fargo - Electric  
December 23, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	2022-00001008	12/01/2021	12/01-12/31/21 SVC - GS 21650 VALLEY BLVD	\$57.06
	2022-00001009	11/19/2021	11/19-12/18/21 SVC - 21660 VALLEY BLVD	\$193.95
<b>10901</b>	12/15/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$18,995.88</b>
	Invoice	Date	Description	Amount
	2022-00001003	12/01/2021	11/01-11/30/21 SVC - 747 ANAHEIM PUENTE RD & 133 N	\$288.53
	2022-00001004	12/01/2021	11/01-11/30/21 SVC - 208 S WADDINGHAM WAY	\$15,218.99
	2022-00001005	12/01/2021	11/01-11/30/21 SVC - 208 S WADDINGHAM WAY	\$3,488.36
<b>10902</b>	12/23/2021		<b>APPLIED METERING TECHNOLOGIES</b>	<b>\$3,850.00</b>
	Invoice	Date	Description	Amount
	6677	11/22/2021	UTILITY OPERATIONS - NOV 2021	\$3,850.00
<b>10903</b>	12/23/2021		<b>CNC ENGINEERING</b>	<b>\$43,862.50</b>
	Invoice	Date	Description	Amount
	504087	11/24/2021	CITY ELECTRICAL FACILITIES	\$25,122.50
	504086	11/24/2021	REMOTE MONITORING OF WADDINGHAM SUBSTATION	\$2,752.50
	504084	11/24/2021	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL	\$1,470.00
	504353	12/09/2021	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL	\$2,297.50
	504356	12/09/2021	CITY ELECTRICAL FACILITIES	\$8,505.00
	504355	12/09/2021	REMOTE MONITORING OF WADDINGHAM SUBSTATION	\$1,050.00
	504085	11/24/2021	AUTOMATIC METER READING	\$645.00
	504354	12/09/2021	AUTOMATIC METER READING	\$2,020.00
<b>10904</b>	12/23/2021		<b>COUNTY OF LA - DEPT OF AGRICULTL</b>	<b>\$156.21</b>
	Invoice	Date	Description	Amount

**Industry Public Utilities Commission  
Wells Fargo - Electric  
December 23, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	220797A	11/10/2021	PEST CONTROL - WADDINGHAM POWER PLANT	\$156.21
<b>10905</b>	12/23/2021		<b>ENCO UTILITY SERVICES</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	IPUC-2021-44531	12/01/2021	CUSTOMER ACCT SVC - NOV 2021	\$2,500.00
<b>10906</b>	12/23/2021		<b>NV5, INC.</b>	<b>\$3,485.00</b>
	Invoice	Date	Description	Amount
	241979	11/16/2021	ON-CALL ELEC ENG SVC - OCT 2021	\$3,485.00
<b>10907</b>	12/23/2021		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$161,639.50</b>
	Invoice	Date	Description	Amount
	24934	11/30/2021	3 YEAR INSPECTION - SUBSTATION MAINT	\$161,639.50
<b>10908</b>	12/23/2021		<b>POWER ENGINEERS INCORPORATED</b>	<b>\$946.37</b>
	Invoice	Date	Description	Amount
	437501	11/17/2021	REMOTE MONITORING - WADDINGHAM SUBSTATION	\$946.37
<b>10909</b>	12/23/2021		<b>TPX COMMUNICATIONS</b>	<b>\$878.93</b>
	Invoice	Date	Description	Amount
	150158019-0	11/23/2021	INTERNET SVC - SUBSTATION	\$878.93
<b>10910</b>	12/23/2021		<b>UNDERGROUND SERVICE ALERT OF E</b>	<b>\$59.50</b>
	Invoice	Date	Description	Amount
	1120210158	12/01/2021	DIG ALERTS	\$59.50



**Industry Public Utilities Commission  
Wells Fargo - Electric  
December 23, 2021**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Checks	Status	Count	Transaction Amount
Total		14	\$393,595.69

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2

Back-up Material will be distributed prior to Meeting

*INDUSTRY PUBLIC UTILITIES COMMISSION  
JANUARY 13, 2022*

ITEM NO. 5.2  
HAND-OUT ITEM

**INDUSTRY PUBLIC UTILITIES COMMISSION**

**AUTHORIZATION FOR PAYMENT OF BILLS**

**Board Meeting January 13, 2022**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	3,297.50
123	IPU-WATER CAPITAL IMPROVEMENT	3,514.48
161	IPUC ELECTRIC FUND	306,671.87
560	IPUC WATER FUND	61,291.49
TOTAL ALL FUNDS		374,775.34

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	309,969.37
IPUC.CHK	IPUC WATER BOFA CKING	64,805.97
TOTAL ALL BANKS		374,775.34

**APPROVED PER CITY MANAGER**

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**Industry Public Utilities Commission**  
**Wells Fargo Electric - Voided Checks**  
**January 13, 2022**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
10871	11/03/2021		12/22/2021 SO CALIFORNIA EDISON COMPANY	(\$8,266.71)
			VOIDED - CK WAS REVERSED	
	Invoice	Date	Description	Amount
	7501322214	10/22/2021	09/01-09/30/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
10887	11/25/2021		12/22/2021 CALPINE ENERGY SOLUTIONS, LLC	(\$4.80)
			VOIDED - CK WAS REVERSED	
	Invoice	Date	Description	Amount
	212990015406836	10/26/2021	WHOLESALE GAS - SEP 2021	\$4.80
10899	12/08/2021		01/05/2022 SO CALIFORNIA EDISON COMPANY	(\$11,154.88)
			VOIDED - CK WAS REVERSED	
	Invoice	Date	Description	Amount
	7501325622	11/18/2021	10/01-10/31/21 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501325632	11/18/2021	10/01-10/31/21 SVC - 133 N AZUSA AVE	\$1,860.71
	7501325633	11/18/2021	10/01-10/31/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71

Checks	Status	Count	Transaction Amount
	Total	3	(\$19,426.39)

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**January 13, 2022**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10911</b>	12/22/2021		<b>FRONTIER</b>	<b>\$136.42</b>
	Invoice	Date	Description	Amount
	2022-00001041	12/04/2021	12/04-01/03/22 SVC - GS 21620 VALLEY BLVD	\$60.86
	2022-00001042	12/04/2021	12/04-01/03/22 SVC - EM 21858 GARCIA LN	\$75.56
<b>10912</b>	12/23/2021		<b>FRONTIER</b>	<b>\$406.89</b>
	Invoice	Date	Description	Amount
	2022-00001048	12/07/2021	12/07-01/06/22 SVC - GS 408 BREA CYN RD	\$33.64
	2022-00001049	12/10/2021	12/10-01/09/22 SVC - GS 747 S ANAHEIM PUENTE RD	\$183.57
	2022-00001050	12/10/2021	12/10-01/09/22 SVC - EM 21508 BASKER PKWY BLDG 22	\$57.06
	2022-00001051	12/10/2021	12/10-01/09/22 SVC - GS 21640 VALLEY BLVD	\$57.06
	2022-00001052	12/10/2021	12/10-01/09/22 SVC - EM 21808 GARCIA LN	\$75.56
<b>10913</b>	12/23/2021		<b>SOCALGAS</b>	<b>\$100.36</b>
	Invoice	Date	Description	Amount
	2022-00001053	11/19/2021	11/01-12/01/21 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$100.36
<b>10914</b>	01/06/2022		<b>CALPINE ENERGY SOLUTIONS, LLC</b>	<b>\$88,874.54</b>
	Invoice	Date	Description	Amount
	212990015406836	10/26/2021	WHOLESALE GAS - SEP 2021	\$4.80
	213620015667837	12/28/2022	WHOLESALE USE - NOV 2021	\$88,869.74
<b>10915</b>	01/06/2022		<b>FRONTIER</b>	<b>\$1,460.41</b>
	Invoice	Date	Description	Amount
	2022-00001135	12/25/2021	12/25-01/24/22 SVC - EM 21535 BAKER PKWY BLDG 20	\$57.06
	2022-00001136	12/22/2021	12/22-01/21/22 SVC - GS 21858 VALLEY BLVD	\$60.86

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**January 13, 2022**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	2022-00001137	12/19/2021	12/19-01/18/22 SVC - EM 21415 BAKER PKWY	\$57.06
	2022-00001138	12/19/2021	12/19-01/18/22 SVC - EM 21438 BAKER PKWY BLDG 25	\$57.06
	2022-00001139	12/28/2021	12/28-01/27/22 SVC - EM 179 S GRAND AVE	\$41.19
	2022-00001140	12/28/2021	12/28-01/27/22 SVC - EM 21700 BAKER PKWY BLDG 23	\$57.06
	2022-00001141	12/28/2021	12/28-01/27/22 SVC - EM 21912 GARCIA LN	\$75.56
	2022-00001142	12/25/2021	12/25-01/24/22 SVC - EM 21760 GARCIA LN	\$75.56
	2022-00001149	12/09/2021	12/09-01/08/22 SVC - 208 S WADDINGHAM WAY	\$979.00
<b>10916</b>	01/06/2022		<b>NEXTERA ENERGY MARKETING, LLC</b>	<b>\$148,353.60</b>
	Invoice	Date	Description	Amount
	2022-00001086	01/04/2022	WHOLESALE USE - DEC 2021	\$148,353.60
<b>10917</b>	01/06/2022		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$10,827.71</b>
	Invoice	Date	Description	Amount
	2022-00001143	12/21/2021	10/01-11/30/21 SVC - 208 S WADDINGHAM WAY	\$10,742.83
	2022-00001144	12/22/2021	10/01-11/30/21 SVC - 747 ANAHEIM PUENTE RD & 133 N	\$84.88
<b>10918</b>	01/06/2022		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$22,309.76</b>
	Invoice	Date	Description	Amount
	7501325622	11/18/2021	10/01-10/31/21 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7501325632	11/18/2021	10/01-10/31/21 SVC - 133 N AZUSA AVE	\$1,860.71
	7501325633	11/18/2021	10/01-10/31/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
	7501329202	12/15/2021	11/01-11/30/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
	7501329191	12/15/2021	11/01-11/30/21 SVC - 745 ANAHEIM PUENTE RD	\$1,027.46
	7501329201	12/15/2021	11/01-11/30/21 SVC - 133 N AZUSA AVE	\$1,860.71

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**January 13, 2022**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
<b>10919</b>	01/06/2022		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$8,266.71</b>
	Invoice	Date	Description	Amount
	7501322214	10/22/2021	09/01-09/30/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
<b>10920</b>	01/13/2022		<b>BRAUN BLAISING SMITH WYNNE, P.C.</b>	<b>\$2,686.00</b>
	Invoice	Date	Description	Amount
	20054	12/13/2021	LEGAL SVC FOR IPUC	\$958.00
	20003	11/05/2021	LEGAL SVC FOR IPUC	\$1,728.00
<b>10921</b>	01/13/2022		<b>CNC ENGINEERING</b>	<b>\$25,035.00</b>
	Invoice	Date	Description	Amount
	504479	01/04/2022	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL	\$472.50
	504481	01/04/2022	REMOTE MONITORING - WADDINGHAM SUBSTATION	\$5,867.50
	504482	01/04/2022	CITY ELECTRICAL FACILITIES	\$15,397.50
	504480	01/04/2022	AUTOMATIC METER READING	\$3,297.50
<b>10922</b>	01/13/2022		<b>POWER ENGINEERS INCORPORATED</b>	<b>\$1,511.97</b>
	Invoice	Date	Description	Amount
	442487	12/15/2021	REMOTE MONITORING - WADDINGHAM SUBSTATION	\$1,511.97

Checks	Status	Count	Transaction Amount
	Total	12	\$309,969.37



**Industry Public Utilities Commission  
Bank of America - Water  
January 13, 2022**

Check	Date			Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>					
40557	12/21/2021			<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	\$30,000.00
	Invoice	Date	Description	Amount	
	DEC-21	12/21/2021	TRANSFER FROM IPUC WATER TO IPUC ELEC TO COV	\$30,000.00	
40558	12/22/2021			<b>SO CALIFORNIA EDISON COMPANY</b>	\$17,514.16
	Invoice	Date	Description	Amount	
	2022-00001043	12/06/2021	10/29-11/30/21 SVC - 1991 WORKMAN MILL	\$17,514.16	
40559	12/23/2021			<b>ROWLAND WATER DISTRICT</b>	\$10,307.33
	Invoice	Date	Description	Amount	
	I-11302021-A	11/30/2021	CONTRACT SVC - NOV 2021	\$6,791.14	
	I-11302021-B	11/30/2021	CONTRACT SVC - NOV 2021	\$3,516.19	
40560	01/13/2022			<b>CNC ENGINEERING</b>	\$3,505.00
	Invoice	Date	Description	Amount	
	504357	12/09/2021	CIWS MANAGEMENT & OPERATION - PUENTE BASIN W	\$660.00	
	504358	12/09/2021	STARHILL LN & 3RD AVE WATERLINE IMPROVMENTS	\$157.50	
	504484	01/04/2022	CIWS MANAGEMENT & OPERATION - PUENTE BASIN W	\$1,210.00	
	504483	01/04/2022	4TH AVE & TRAILSIDE WATERLINE IMPROVEMENTS	\$1,477.50	
40561	01/13/2022			<b>INDUSTRY PUBLIC UTILITIES COMMIS</b>	\$1,600.00
	Invoice	Date	Description	Amount	
	JAN-22	12/22/2021	REPLENISH PAYROLL ACCOUNT FOR JANUARY 2022	\$1,600.00	
40562	01/13/2022			<b>LOS ANGELES COUNTY PUBLIC WOR</b>	\$1,879.48
	Invoice	Date	Description	Amount	

**Industry Public Utilities Commission**  
**Bank of America - Water**  
**January 13, 2022**

Check	Date	Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>			
RE-PW-2111080252	11/08/2021	REVIEW PLANS/PERMIT FOR WATERLINE PROJECT	\$1,879.48

Check	Status	Count	Transaction Amount
	Total	6	\$64,805.97

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.3



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President Moss and Commissioners

**FROM:** Joshua Nelson, Public Utilities Director *gn*

**STAFF:** Sean Calvillo, Director of Operations, CNC Engineering

**DATE:** January 13, 2022

**SUBJECT:** Consideration of a Professional Services Agreement with AKM Consulting Engineers to provide engineering services for the Industry Hills recycled water system, in an amount not-to-exceed \$30,000.00, through November 1, 2022 (MP 02-14 #1)

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### **Background:**

Rowland Water District (“RWD”) operates and maintains the Industry Hills recycled water system. The condition of several facilities within the recycled system have deteriorated over the years and have ongoing issues. Most of the water system is approaching 40 years old at which point some of the larger system repairs/replacements will and have started to surface. RWD recommends an assessment of the overall condition of the system. The assessment can then be used to create a 5 and 10-year Capital Improvement Project (“CIP”) plan and budget, to repair, upgrade and regularly maintain the system. This would help forecast when large expenses would need to take place to properly budget for them.

### **Discussion:**

Staff proposes that the Commission approve a Professional Services Agreement (“Agreement”) with AKM Consulting Engineers (“AKM”) to perform the condition assessment and CIP analysis of the recycled waters system at Industry Hills, as AKM has been providing engineering services to RWD as their district engineer and is familiar with the system and is also providing services to the City for the Turnbull Canyon Grade Separation project. The scope of services includes assessing pump station no. 2, the 16-inch transmission main from pump station no. 2 to station no. 3, pump station no. 3 and reservoir no. 3, the 16-inch transmission main from pump station no. 3 to lake no. 2, and lake no. 2. Additionally, AKM will provide recommendations for the CIP budget based on the assessment of these facilities and a review of the past maintenance and repair history, including cost estimates for projects determined by the assessment. Staff recommends

approving the Agreement with AKM for this work in an amount not to exceed \$30,000.00 through November 1, 2022.

**Fiscal Impact:**

The fiscal impact is \$30,000.00. An appropriation of \$30,000.00 is requested for General Budget-IPUC Reclaimed Water-Professional Services (Account No. 560-300-5120.01) (MP 02-14 #1).

**Recommendations:**

- 1.) It is recommended that the Commission approve the Professional Services Agreement with AKM; and
- 2.) Appropriate \$30,000.00 to General Budget-IPUC Reclaimed Water-Professional Services (Account No. 560-300-5120.01)

**Exhibit:**

- A. Professional Services Agreement with AKM Consulting Engineers, dated January 13, 2022

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JN/SC:jf

**EXHIBIT A**

Professional Services Agreement with AKM Consulting Engineers, dated January 13,  
2022

[Attached]

**INDUSTRY PUBLIC UTILITIES  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 13, 2022 (“Effective Date”), between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California (“IPU”), and AKM Consulting Engineers, a California corporation (“Consultant”). 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 November 1, 2022, 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 IPU. The Services shall be performed by Consultant, unless prior written approval is first obtained from 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 IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing engineering services, serving a public 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 IPU. If Consultant was an employee, agent, appointee, or official of 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 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 shall represent 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) 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 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 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. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) 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 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, 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 IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to IPU pursuant to Section 5 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by 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 IPU and may be used, reused, or otherwise disposed of by IPU without the permission of the Consultant. With respect to computer files, Consultant shall make available to IPU, at the Consultant's office, and upon reasonable written request by 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 IPU.

## 7. **INDEMNIFICATION**

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless 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 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 IPU at Consultant's cost or at IPU's option, to reimburse 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 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 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.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to 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 IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against IPU, or bind 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 shall indemnify, defend and hold harmless, 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 contributions to any retirement and/or pension plan, 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 subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies IPU may have under the law.

## **10. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. 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.

## **11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of 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 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 IPU to any and all remedies at law or in equity.

## **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of 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.

## **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from 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 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 IPU, unless Consultant is prohibited by law from informing 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 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.

## **14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPU: Industry Public Utilities Commission  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attention: Public Utilities Director

With a Copy To: Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746  
Attention: James M. Casso, General Counsel

To Consultant: AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618  
Attention: Zeki Kayiran, Principal

**15. ASSIGNMENT**

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to 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 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.

**16. GOVERNING LAW/ATTORNEYS' FEES**

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.

**17. ENTIRE AGREEMENT**

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

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

The waiver by 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.

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**“IPU”**  
Industry Public Utilities Commission

**“CONSULTANT”**  
AKM Consulting Engineers

By: \_\_\_\_\_  
Joshua Nelson, Public Utilities Director

By: \_\_\_\_\_  
Zeki Kayiran, Principal

**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 related to the Industry Hills recycled water system:

**Task 1:** Review existing documents and conduct field investigations and condition assessments

Consultant shall review existing documents (record drawings, past capital improvement expenditures, etc), interview IPU Staff, conduct field investigations, and assess the condition at the Industry Hills recycled water facilities. The following facilities are included:

1. Pump Station No. 2
2. 16-inch transmission main from Pump Station No. 2 to Pump Station No. 3/Reservoir No. 3
3. Pump Station No. 3 and Reservoir No. 3
4. 16-inch transmission main from Pump Station No. 3/Reservoir No. 3 to Lake No. 2
5. Lake No. 2

*Facilities not included in the assessment:*

1. 16-inch transmission main (abandoned) from Lake No. 2 to Future Tank. No 1
2. 24-inch gravity main (abandoned) from Future Tank No. 1 to Lake No. 2
3. Pump Station No. 3 discharge piping
4. Irrigation pump station and associated discharge piping

**Task 2:** Capital Improvements Program Analysis

Consultant shall develop a 5-year and a 10-year capital improvement program based on the assessment of the facilities and review of the past maintenance and repair history. Consultant shall develop cost estimates for the projects and incorporate them into a rate model, which will have the expected revenue needs for each year. Consultant shall discuss creating an emergency response fund of a set amount which can be funded over several years. The emergency response fund can be invested as desired by the IPU to generate as much revenue as possible for expected improvements but would make it available rapidly on an emergency basis. Based upon the program agreed to by the IPU, Consultant shall develop rates, which can be reviewed and updated annually. Consultant shall document this work in a letter report, address any IPU Staff comments, and finalize it.



EXHIBIT B  
RATE SCHEDULE

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$232
Associate Engineer	\$153
Word Processing/Administration	\$74
Reimbursable Expenses	\$500 (maximum at cost)

## 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 IPU's own insurance or self-insurance shall be called upon to protect it as a named insured.

**IPU'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 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 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, 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 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.** 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, IPU and Consultant may renegotiate Consultant's compensation.

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

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

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.4

## RESOLUTION NO. IPUC 2022-01

### A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

#### RECITALS

**WHEREAS**, the Industry Public Utilities Commission (“IPUC”) is committed to preserving and encouraging public access and participation in meetings of its legislative bodies; and

**WHEREAS**, all meetings of the IPUC are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe the legislative bodies conduct their business; and

**WHEREAS**, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

**WHEREAS**, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and

**WHEREAS**, Los Angeles County officials have recommended and imposed measures to promote social distancing, and requiring masks for all regardless of vaccination status in an effort to slow the continuously high levels of transmission of COVID-19 throughout the State and Los Angeles County; and

**WHEREAS**, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least 6 feet from others outside the household; and

**WHEREAS**, due to the rise in COVID-19 cases caused by the Omicron variant, the IPUC is concerned about the health and safety of all individuals of the public who attend public meetings; and

**WHEREAS**, as a consequence of the continued state of emergency, on October 14, 2021, the IPUC Board adopted Resolution No. IPUC 2021-08, and on November 13, 2021, the Board adopted Resolution No. IPUC 2021-09, and on December 13, 2021, Resolution No. IPUC 2021-10, finding and determining that the IPUC would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that the IPUC would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

**WHEREAS**, pursuant to the provisions of AB 361, the IPUC Board hereby finds and determines that the findings set forth in Resolution No. IPUC 2021-10 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

**NOW, THEREFORE, THE INDUSTRY PUBLIC UTILITIES COMMISSION DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1:** All of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The IPUC hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the IPUC authorizes staff to conduct remote teleconference meetings of the IPUC, under the provisions of Government Code §54953(e).

**SECTION 3:** The Public Utilities Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

**SECTION 4:** This Resolution shall take effect January 12, 2022 and shall be effective until the earlier of February 11, 2022, or such time as the Industry Public Utilities

Commission adopts a subsequent resolution in accordance with Government Code §54953(e)(3) to extend the time during which the IPUC may continue to meet by teleconference.

**PASSED, APPROVED AND ADOPTED** by the Industry Public Utilities Commission at a regular meeting held on January 13, 2022, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSTAIN: COMMISSIONER:

ABSENT: COMMISSIONER:

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Cory C. Moss, President

**ATTEST:**

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Julie Robles, Secretary