



**INDUSTRY PUBLIC UTILITIES
COMMISSION
REGULAR MEETING
AGENDA**

PRESIDENT CORY C. MOSS
COMMISSIONER MICHAEL GREUBEL
COMMISSIONER STEVE MARCUCCI
COMMISSIONER MARK D. RADECKI
COMMISSIONER NEWELL W. RUGGLES

JULY 9, 2026 AT 8:30 AM

LOCATION: City Council Chambers, 15651 Mayor Dave Way
City of Industry, California

ADDRESSING THE COMMISSION:

Agenda Items: Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of Council Chambers and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

Public Comments (Non-Agenda Items): Anyone wishing to address the 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 one-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Commission from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Commission.

At the time of publication, no Commission intends to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting. A live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 247 392 054 571 55

Meeting Passcode: hG2LN9iC

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 857 459 629#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for June 25, 2026

RECOMMENDED ACTION: Ratify the Register of Demands for June 25, 2026.

- 6.2. Consideration of the Register of Demands for July 9, 2026

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

- 6.3. 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.

- 6.4. Consideration of Second Amended and Restated Professional Services Agreement with Hometownhub, LLC, to provide customer services for IPU accounts

RECOMMENDED ACTION: Approve the Agreement.

- 6.5. Consideration of the Assignment and Assumption of Interests of the Professional Services Agreement with Richard Heath & Associates, Inc., to Resource Innovations, Inc.

RECOMMENDED ACTION: Approve the Agreement.

7. **ACTION ITEMS-NONE**
8. **PUBLIC HEARINGS-NONE**
9. **CLOSED SESSION-NONE**
10. **PUBLIC UTILITIES DIRECTOR COMMENTS**
11. **AB 1234 REPORTS**

12. COMMISSIONER COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, August 13, 2026, at 8:30 AM.

ITEM NO. 6.1

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting June 25, 2026

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	7,875.00
165	IPUC-ELECTRIC CARB	5,241.94
161	IPUC ELECTRIC FUND	829,735.70
TOTAL ALL FUNDS		842,852.64

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	837,610.70
IPUCCRB.WF	IPUC CARB WELLS FARGO CHK	5,241.94
TOTAL ALL BANKS		842,852.64

APPROVED PER PUBLIC UTILITIES DIRECTOR



DATE

6.30.26

Industry Public Utilities Commission
Wells Fargo - Electric CARB
June 25, 2026

Check	Date	Payee Name	Check Amount
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IPUCCAR.WF.CHK - IPUC CAR WELLS FARGO CK

65030	06/25/2026		AM WIND REPOWER LLC	\$5,241.94
	Invoice	Date	Description	Amount
	IA2026000032	06/09/2026	ELECTRICITY NEG LMP CREDIT TO BUYER	\$5,241.94

Checks	Status	Count	Transaction Amount
	Total	1	\$5,241.94

Industry Public Utilities Commission
Wells Fargo - Electric
June 25, 2026

Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
12005	06/10/2026	FRONTIER		\$243.21
	Invoice	Date	Description	Amount
	2026-00002037	05/25/2026	5/25-6/24/26 SVC-21535 BAKER PKWY BLDG 20	\$102.36
	2026-00002038	05/25/2026	5/25-6/24/26 SVC-21760 GARCIA LN	\$140.85
12006	06/17/2026	FRONTIER		\$3,794.31
	Invoice	Date	Description	Amount
	2026-00002076	06/01/2026	6/1-6/30/26 SVC-21700 VALLEY BLVD	\$106.43
	2026-00002077	06/01/2026	6/1-6/30/26 SVC-21650 VALLEY BLVD	\$102.36
	2026-00002078	06/01/2026	6/1-6/30/26 SVC-VARIOUS SITES	\$2,943.83
	2026-00002079	05/28/2026	5/28-6/27/26 SVC-21700 BAKER PKWY BLDG 23	\$102.36
	2026-00002080	05/28/2026	5/28-6/27/26 SVC-179 S GRAND AVE	\$84.31
	2026-00002081	05/28/2026	5/28-6/27/26 SVC-21912 GARCIA LN	\$140.85
	2026-00002116	06/04/2026	6/4-7/3/26 SVC-21858 GARCIA LN	\$140.85
	2026-00002117	06/04/2026	6/4-7/3/26 SVC-21620 VALLEY BLVD	\$106.43
	2026-00002118	06/07/2026	6/7-7/6/26 SVC-408 BREA CYN RD	\$66.89
12007	06/17/2026	SOCALGAS		\$23.21
	Invoice	Date	Description	Amount
	2026-00002085	06/05/2026	5/1-6/3/26 SVC-1 INDUSTRY HILLS PKWY UNIT B	\$23.21
12008	06/17/2026	SOUTHERN CALIFORNIA EDISON		\$17,319.78
	Invoice	Date	Description	Amount
	2026-00002082	06/01/2026	5/1-5/3/26 SVC-208 S WADDINGHAM	\$13,876.14
	2026-00002083	06/01/2026	5/1-5/30/26 SVC-VARIOUS SITES	\$263.07
	2026-00002084	06/01/2026	5/1-5/31/26 SVC-208 S WADDINGHAM	\$3,180.57

**Industry Public Utilities Commission
Wells Fargo - Electric
June 25, 2026**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
12009	06/25/2026		ANIXTER INC.	\$290,238.27
	Invoice	Date	Description	Amount
	5444497-05	06/11/2026	MATERIALS,EQUIPMENT FOR ELECTRICAL SVC-IBC	\$290,238.27
12010	06/25/2026		CITY OF INDUSTRY	\$453,000.00
	Invoice	Date	Description	Amount
	6/25/2026	06/25/2026	IPUC ELECTRIC STAFF SALARY REIMBURSEMENT TO I	\$453,000.00
12011	06/25/2026		CNC ENGINEERING	\$44,277.50
	Invoice	Date	Description	Amount
	515412	06/11/2026	CITY ELECTRICAL FACILITIES	\$37,962.50
	515413	06/11/2026	AUTOMATIC METER READING	\$152.50
	515414	06/11/2026	IPU SYSTEM GIS MAPPING	\$2,880.00
	515415	06/11/2026	WDAT INSTALLATION AT PUENTE HILLS MALL	\$1,272.50
	515416	06/11/2026	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$2,010.00
12012	06/25/2026		COUNTY OF LA - DEPT OF AGRICULTU	\$105.67
	Invoice	Date	Description	Amount
	261794	06/01/2026	PEST CONTROL - WADDINGHAM POWER PLANT	\$105.67
12013	06/25/2026		ELECTRICAL POWER SYSTEMS, INC.	\$1,560.00
	Invoice	Date	Description	Amount
	12650	06/01/2026	DESIGN & ENG SVC FOR WDAT'S @ PACIFIC PALMS	\$1,560.00
12014	06/25/2026		KARBONE ENERGY LLC	\$10,710.00
	Invoice	Date	Description	Amount
	INVKARE-3461	05/29/2026	PCC3 REC TRANSACTION	\$10,710.00

**Industry Public Utilities Commission
Wells Fargo - Electric
June 25, 2026**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
12015	06/25/2026		OCEAN BLUE ENVIRONMENTAL SERV	\$7,788.75
	Invoice	Date	Description	Amount
	42915	05/26/2026	HAZARDOUS WASTE REMOVAL & CLEAN UP SVC-2163	\$7,788.75
12016	06/25/2026		THE DRY UTILITY GROUP, INC.	\$8,550.00
	Invoice	Date	Description	Amount
	6919	06/01/2026	ON CALL UTILITY ENG SVC'S	\$8,550.00

Checks	Status	Count	Transaction Amount
	Total	12	\$837,610.70

ITEM NO. 6.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting July 9, 2026

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	11,605.00
560	IPU-WATER CAPITAL IMPROVEMENT	509,191.18
161	IPUC ELECTRIC FUND	128,350.25
165	IPUC ELECTRIC CARB	78,019.49
123	IPUC WATER CIP	25,304.95
TOTAL ALL FUNDS		752,470.87

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	117,513.30
IPUC.EEP	IPUC ENERGY EFFICIENCY PROGRAM	22,441.95
IPUCAR.WFCHK	IPUC ELECTRIC CARB CKING	78,019.49
IPUC.CHK	IPUC WATER BOFA CKING	534,496.13
TOTAL ALL BANKS		752,470.87

APPROVED PER PUBLIC UTILITIES DIRECTOR



DATE



Industry Public Utilities Commission
Wells Fargo Electric - Wire Transfers
July 9, 2026

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

WT189	06/30/2026	INDUSTRY PUBLIC UTILITIES COMMIS	\$14,114.44
Invoice	Date	Description	Amount
6/30/2026	06/30/2026	TRANSFER PUBLIC BENEFIT CHARGES FOR APRIL 202	\$14,114.44

Checks	Status	Count	Transaction Amount
			\$14,114.44
	Total	1	

**Industry Public Utilities Commission
Wells Fargo - Electric CARB
July 9, 2026**

Check	Date	Payee Name		Check Amount
IPUCCAR.WF.CHK - IPUC CAR WELLS FARGO CK				
65031	07/09/2026	AM WIND REPOWER LLC		\$16,250.00
	Invoice	Date	Description	Amount
	CD2026000002	06/17/2026	PPA REC'S MARCH 2026	\$16,250.00
65032	07/09/2026	GASKELL TEP LLC		\$61,769.49
	Invoice	Date	Description	Amount
	GW2B05-2026 IPU	06/12/2026	RENEWABLE ENERGY-MAY 2026	\$61,769.49

Checks	Status	Count	Transaction Amount
	Total	2	\$78,019.49

Industry Public Utilities Commission
Wells Fargo - Energy Efficiency Program
July 9, 2026

Check	Date	Payee Name	Check Amount
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IPUCEEP.WF.CHK - IPUC EEP WELLS FARGO CK

500037	07/09/2026	GASKELL TEP LLC	\$22,441.95
	Invoice	Description	Amount
	GW2B05-2026 IPUA	RENEWABLE ENERGY-MAY 2026	\$22,441.95

Checks	Status	Count	Transaction Amount
	Total	1	\$22,441.95

Industry Public Utilities Commission
Wells Fargo Electric
July 9, 2026

Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
12017	06/29/2026	ENCO UTILITY SERVICES, LLC		\$23,003.00
	Invoice	Date	Description	Amount
	INV76535	05/20/2026	FINAL PAYMENT INV #76535	\$23,003.00
12018	07/01/2026	FRONTIER		\$1,643.56
	Invoice	Date	Description	Amount
	2026-00002169	06/09/2026	6/9-7/8/26 SVC-208 WADDINGHAM WAY	\$890.00
	2026-00002170	06/10/2026	6/10-7/9/26 SVC-21508 BAKER PKWY BLDG 22	\$102.36
	2026-00002171	06/10/2026	6/10-7/9/26 SVC-21640 VALLEY BLVD	\$102.36
	2026-00002172	06/10/2026	6/10-7/9/26 SVC-21808 GARCIA LN	\$140.85
	2026-00002173	06/10/2026	6/10-7/9/26 SVC-747 S ANAHEIM PUENTE RD	\$407.99
12019	07/01/2026	SOUTHERN CALIFORNIA EDISON		\$11,154.88
	Invoice	Date	Description	Amount
	7501985331	06/17/2026	5/1-5/31/26 SVC-208 S WADDINGHAM	\$8,266.71
	7501985330	06/17/2026	5/1-5/31/26 SVC-133 N AZUSA AVE	\$1,860.71
	7501985324	06/17/2026	5/1-5/31/26 SVC-745 ANAHEIM PUENTE RD	\$1,027.46
12020	07/09/2026	CALIFORNIA UTILITIES EMERGENCY A		\$850.00
	Invoice	Date	Description	Amount
	20260483	06/22/2026	MEMBERSHIP DUES-JOSH	\$850.00
12021	07/09/2026	CNC ENGINEERING		\$55,141.25
	Invoice	Date	Description	Amount
	515543	06/25/2026	AUTOMATIC METER READING	\$532.50
	515544	06/25/2026	IPU SYSTEM GIS MAPPING	\$827.50
	515545	06/25/2026	WDAT INSTALLATION AT PUENTE HILLS MALL	\$3,067.50

**Industry Public Utilities Commission
Wells Fargo Electric
July 9, 2026**

Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	515546	06/25/2026	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$7,177.50
	515542	06/25/2026	CITY ELECTRICAL FACILITIES	\$42,526.25
	515547	06/25/2026	CITY ELECTRICAL FACILITIES	\$1,010.00
12022	07/09/2026		COUNTY OF LA - DEPT OF AGRICULTU	\$105.67
	Invoice	Date	Description	Amount
	261902	06/16/2026	PEST CONTROL - WADDINGHAM POWER PLANT	\$105.67
12023	07/09/2026		PACIFIC UTILITY INSTALLATION	\$11,500.50
	Invoice	Date	Description	Amount
	PS-INV105088	05/31/2026	UTILITY & OPERATION SVC	\$11,500.50

Checks	Status	Count	Transaction Amount
	Total	7	\$103,398.86

**Industry Public Utilities Commission
Bank of America - Water
July 9, 2026**

Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40921	06/10/2026		SOCALGAS	\$15.98
	Invoice	Date	Description	Amount
	2026-00002036	06/01/2026	4/27-5/28/26 SVC-13851 LOMITAS AVE	\$15.98
40922	06/17/2026		SOUTHERN CALIFORNIA EDISON	\$17,345.43
	Invoice	Date	Description	Amount
	2026-00002075	06/05/2026	5/1-6/1/26 SVC-1991 WORKMAN MILL	\$17,345.43
40923	06/17/2026		VALLEY VISTA SERVICES, INC	\$275.79
	Invoice	Date	Description	Amount
	3923921	06/01/2026	IPU WATER 14036 PROCTOR AVE	\$275.79
40924	07/09/2026		CITY OF INDUSTRY	\$453,000.00
	Invoice	Date	Description	Amount
	6/25/26	06/25/2026	IPUC WATER STAFF SALARY REIMBURSEMENT TO CIT	\$453,000.00
40925	07/09/2026		CNC ENGINEERING	\$22,710.00
	Invoice	Date	Description	Amount
	515549	06/25/2026	PROCTOR YARD BUILDING	\$11,127.50
	515550	06/25/2026	TURNBULL CANYON ROAD AND SALT LAKE AVE.WATE	\$9,620.00
	515551	06/25/2026	SIESTA AVENUE WATERLINE IMPROVEMENTS	\$810.00
	515552	06/25/2026	SAN FIDEL WELL FIELD SITE	\$1,152.50
40926	07/09/2026		INDUSTRY PUBLIC UTILITIES COMMIS	\$2,500.00
	Invoice	Date	Description	Amount
	6/24/2026	06/24/2026	REPLENISH PAYROLL ACCT FOR JUNE 2026	\$2,500.00

**Industry Public Utilities Commission
Bank of America - Water
July 9, 2026**

Check	Date			Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking					
40927	07/09/2026			INDUSTRY PUBLIC UTILITIES COMMIS	\$27,949.90
	Invoice	Date	Description	Amount	
	R04302026-A	04/01/2026	IH GOLF COURSE RECYCLED WATER-APRIL 2026	\$13,276.30	
	R03312026-A	03/01/2026	IH GOLF COURSE RECYCLED WATER-MAR 2026	\$14,673.60	
40928	07/09/2026			LOS ANGELES COUNTY PUBLIC WORI	\$2,594.95
	Invoice	Date	Description	Amount	
	PW 260608077078	06/08/2026	TURNBULL CYN RD & SALT LAKE AVE PERMIT FEES	\$2,594.95	
40929	07/09/2026			ROWLAND WATER DISTRICT	\$8,104.08
	Invoice	Date	Description	Amount	
	I-04302026-A	04/30/2026	CONTRACT SVC-APRIL 2026	\$2,847.81	
	I-04302026-B	04/30/2026	CONTRACT SVC-APRIL 2026	\$1,335.14	
	I-03312026-B	03/31/2026	CONTRACT SVC-MAR 2026	\$1,084.06	
	I-03312026-A	03/31/2026	CONTRACT SVC-MAR 2026	\$2,837.07	

Checks	Status	Count	Transaction Amount
	Total	9	\$534,496.13

ITEM NO. 6.3

Verbal Presentation

ITEM NO. 6.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: July 9, 2026

SUBJECT: Consideration of Second Amended and Restated Professional Services Agreement with Hometownhub, LLC, to provide customer services for IPU accounts

Background:

On May 14, 2026, the IPUC approved a Professional Services Agreement (“Agreement”) with Hometownhub, LLC, to provide customer services for IPU accounts in an amount of \$500,000.00 through June 30, 2029. The services include: billing, collection, and record/reporting management and call center operations related to billing and electric outages; implementing the 24-hour alarm monitoring of Tattletale System for Waddingham Substation, and maintaining a log of those working on or inspecting the substation; generating quarterly reports required by the California Energy Commission (“CEC”) and other monthly reports, documents, and procedures; meter reading, as required, meter testing and troubleshooting, meter installation or replacement, and other related services for the monthly billing to IPU customers.

After the Agreement was approved, Hometownhub submitted a Software and Portal Agreement (“Software Agreement”) and it was determined that a revision to the terms of the original Agreement, scope of services and insurance requirements were needed. On June 11, 2026, IPUC approved an Amended and Restated Agreement.

Discussion:

During the review of Amended and Restated Agreement before signing, Hometownhub discovered few things were missing in the Amended and Restated Agreement. Those include: (1) removal of certain recital references relating to software, portal, and electronic payment services that are not currently being implemented; (2) clarification that customer portal implementation will occur only after the City has selected a payment processor and an implementation schedule has been agreed upon; and (3) clarification of ownership rights related to HometownHub's software, platforms, and intellectual property. Second Amended and

Restated Agreement is required.

Fiscal Impact:

There is no additional fiscal impact associated with this Amendment.

Recommendation:

It is recommended that the IPUC Board approve Second Amended and Restated Professional Services Agreement. with Hometownhub, LLC.

Exhibits:

1. Second Amended and Restated Professional Services Agreement with Hometownhub, LLC, dated July 9, 2026

**INDUSTRY PUBLIC UTILITIES
SECOND AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT**

This Second Amended and Restated PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made as of July 9, 2026 (“Effective Date”), between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, (“IPU”) and Hometownhub, LLC, (“Consultant”), a Delaware limited liability company. The IPU and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about May 14, 2026, the Industry Public Utilities Commission approved a Professional Services Agreement (“Agreement”) with Consultant to provide customer services for IPU accounts in an amount of \$500,000.00 through June 30, 2029; and

WHEREAS, after the Agreement was approved, Staff recommended revising the terms of the Agreement to include additional insurance requirements

WHEREAS, on or about June 11, 2026, the Industry Public Utilities Commission approved an Amended and Restated PSA, however certain things discussed were inadvertently omitted from the final version approved by the IPUC; and

WHEREAS, for the reasons set forth herein, the IPU and Consultant desire to enter into this *S e c o n d* Amended and Restated Professional Services Agreement, as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the 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 June 30, 2029, 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 utility customer and billing 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 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.

(f) All software platforms, applications, and technology tools utilized by Consultant in the performance of the Services are procured, licensed, and operated solely by Consultant. The IPU shall not enter into, and holds no contractual interest in, any software license or technology agreement related to the delivery of Services under this Agreement. Consultant shall determine, in its professional judgment, the appropriate technology solutions necessary to perform the Services, and may modify such solutions without prior IPU approval, provided the level of service required herein is maintained. The fees set forth in Exhibit B cover full performance of the Services for up to two hundred (200) meters. Any services required in connection with meters in excess of that threshold shall require an amendment to this Agreement.

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 Five Hundred Thousand Dollars (\$500,000.00) 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. 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.

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, and upon final payment of all undisputed invoices, 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. For the avoidance of doubt, IPU's ownership under this Section is limited to data and deliverables generated on IPU's behalf and does not extend to any software, applications, platforms, system configurations, operational files, databases, or technology infrastructure utilized by Consultant to perform the Services, all of which remain the sole and exclusive property of Consultant or its licensors. The IPU shall not gain ownership of any intellectual property of Consultant that was used to create the services. 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 shall grant to IPU a non-exclusive, perpetual, royalty-free, world-wide, limited license under copyright to use 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 Consultant.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPU and any and all of its officials, and employees ("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 other than for 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 negligent 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 comparatively negligent performance of the services encompassed by this Agreement, and upon demand by IPU, Consultant shall have an immediate duty to mutually consult 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 to the extent that any liability arises out of the negligent acts or omissions of Consultant.

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 comparatively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the 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 Consultant's 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 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 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 the 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. 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.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the 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.

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 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, mediation 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.

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
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: Joshua Nelson, 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: Hometownhub, LLC
412 Linden Avenue
Rochester, NY 14625
Attention: Erin Christy, Chief Operating Officer

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the 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, and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. 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.

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

“CONSULTANT”
Hometownhub LLC

By _____
Joshua Nelson, Public Utilities Director

By _____
Erin Christy, Chief Operating Officer

Attest:

By _____
Julie Gutierrez –Robles, 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

The Consultant shall provide Customer Account Services for customers receiving electric services from the IPU, consistent with the IPU electric rate structure and rules and in accordance with all amendments and/or modifications to the electric rate structures and rules adopted by the IPU and other related services. The breakdown of scope of services is described in details below:

SECTION 1 – ESTABLISHMENT AND MAINTENANCE OF ACCOUNTS

1.1 Establishment of Accounts

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

- Customer Data. Customer Data, shall include the following:

Data collected, used, processed, stored, or generated by the IPU as the result of the use of the Services, including any personal identifiable information (“PII”) and any information related to payment processing shall be deemed “Customer Data” and shall remain the sole and exclusive property of the IPU, and all right, title, interest in the same is reserved to the IPU. Customer Data is and shall remain the sole and exclusive property of the IPU and all right, title, interest in the same is reserved to the IPU. For all purposes of this Agreement, IPU shall direct Consultant regarding the manner in which any type of Customer Data will be collected, stored, and processed and for determining the purpose for processing the information.

- Consultant’s Use of Customer Data. IPU hereby grants Consultant a limited right to access, process, collect, store, generate, display, and use Customer Data for the sole purpose of providing the Services to IPU. Consultant shall keep and maintain Customer Data in strict confidence and shall not allow any third parties to use, disclose, or access Customer Data without IPU’s prior written consent. Notwithstanding the foregoing, Consultant may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Consultant shall give IPU notice of any such legal or governmental demand and reasonably cooperate with IPU in any effort to seek a protective order or otherwise contest such required disclosure, at IPU’s expense.

- Data Security. Consultant shall be responsible for establishing and maintaining data privacy and information security policies, including physical, technical,

- administrative, and organizational safeguards to ensure the security and confidentiality of Customer Data; protect against any anticipated threats or hazards to the security of Customer Data, protect against unauthorized disclosure, access to, or use of Customer Data, ensure the proper disposal of Customer Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- Consultant shall employ administrative, physical, and technical safeguards that are reasonably designed to prevent unauthorized collection, access, disclosure, and use of Customer Data (“Safeguards”). The Safeguards Consultant employs shall adhere to the standards set forth by the National Institute of Standards and Technology for physical and cyber security. Consultant shall promptly notify the IPU of any known breach of any Safeguards, and Consultant and IPU shall cooperate to investigate and remedy any such Safeguard breach.
 - Consultant shall not provide IPU with the source code for its Software.

1.2 IPU Customer Deposit Requirements

- Consultant shall collect IPU Customer Deposits on behalf of the IPU.
- Consultant shall deposit collected funds with the IPU on a daily basis.
- Consultant shall notify the IPU of deposits and account activity via facsimile and email each day that deposits are made, including at a minimum the date and amount of the customer deposit(s).
- Consultant shall provide refunds and issue credits to customers as a result of billing or meter read errors, in accordance with applicable law, credit policies, and procedures described in the IPU electric rate structure.
- Consultant shall notify the IPU when customer deposits are required to be returned.
- Consultant shall notify the IPU of interest due on a customer's deposit, as described in the applicable IPU Tariffs.
- IPU will issue a deposit repayment to the electric customer within 10 days of the IPU's determination of the customer's refund eligibility.
- IPU checks will be forwarded to Consultant for customer distribution.

1.3 Closing of Account at Customer's Request

- Consultant shall remove a customer's service using an IPU-selected field contractor if the customer cancels their electric service and closes the account, following the final meter read and payment of the final invoice.

1.4 Billing Reports

Prior to the end of each month, Consultant shall submit a billing report to the IPU electronically and by mail, notifying the IPU of:

- The number of accounts established and terminated;
- The total number of accounts and aggregate amount of IPU charges billed;
- The aggregate amount of adjustments to IPU charges previously billed or collected;

- Any inquiries from customers and the resolution of those inquiries; and
- Any other information requested by the IPU.

SECTION 2 – CUSTOMER BILLING PROCEDURES

2.1 Calculation of IPU Charges

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

2.2 Customer Account Statement

- Consultant shall bill customers monthly for IPU charges in accordance with the customer's billing cycle schedule.
- Consultant and the IPU shall jointly determine the substance, format, and billing cycle schedule for all customer accounts.
- Consultant shall include any insert requested by the IPU in the customer's monthly account statement. The IPU will be responsible for the incremental costs associated with such inserts.
- Consultant shall, at its sole cost and expense, mail customer bills via U.S. mail service. The IPU will be responsible for any additional postage costs associated with mailings requested by the IPU.
- The IPU will be responsible for funding the initial setup costs of the online bill service, including merchant bank fees and charges when available for online payment processing.
- There is no additional charge to the IPU or customer for processing mailed-in customer payments.

2.3 Adjustments to IPU Charges

- Consultant shall attempt to resolve all customer disputes relating to IPU charges in accordance with policies and procedures described in the IPU electric rate structure.
- The IPU will maintain responsibility for resolving customer disputes regarding the IPU electric rate structure, including disputes regarding the terms and application of specific rate schedules.

- Consultant shall refer all such inquiries and disputes to the IPU within 10 days of receipt, or sooner as required under the IPU electric rate structure.
- Consultant shall process adjustments to a customer's IPU charges (as approved by the Public Utilities Director), and shall issue a corrected billing statement or shall make the correction on the customer's following account statement or interim statement.
- Overcharges previously paid by a customer shall, as permitted by the IPU electric rate structure, be credited to the customer on the following account statement.

SECTION 3 – CUSTOMER PAYMENTS

3.1 Processing

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

3.2 Partial Payments; Priority

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

SECTION 4 – COLLECTION AND NONPAYMENT

4.1 Collection of IPU Charges by Consultant

- Consultant shall collect IPU charges in accordance with the IPU electric rate structure.
- Consultant shall notify customers of overdue IPU charges in accordance with applicable laws and the IPU electric rate structure.
- Consultant shall reconcile amounts collected against IPU charges for each customer account and identify accounts with past due balances.
- Collection of customer charges will be processed by mail-in payment, electronically, or as requested by the IPU.
- Consultant shall be responsible for the receiving and processing of customer payments.
- Payments received by Consultant shall be held in trust for the IPU and deposited into the IPU's designated bank account within 24 business hours of receipt.

4.2 Nonpayment and Use of Collection Agency

- Consultant shall pursue collection of unpaid, overdue amounts from customers in accordance with the IPU electric rate structure and collection policies.
- If desired by the IPU, Consultant shall work with the IPU to identify and select a collection agency to assist with collection efforts.

- The collection agency will be used in accordance with the IPU electric rate structure and shall only collect unpaid IPU charges after the customer's electric service has been terminated.
- Payment of fees charged by the collection agency shall be the responsibility of the IPU.

4.3 Termination of Customer's Electric Services Due to Nonpayment

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

SECTION 5 – CUSTOMER INQUIRIES

5.1 Toll-Free Telephone Number

- Consultant shall make a 24/7 toll-free telephone number available on each customer's account statement and to potential customers for inquiries related to IPU Electric Services, including customer inquiries regarding IPU charges, account statements, outages, usage, payments, deposits, IPU electric rate structure, turn-ons, turn-offs, and transfers of electric services.
In the event of an emergency power outage, Consultant shall immediately dispatch the outage to the IPU's emergency response contractor. Consultant shall contact and follow up with the IPU's affected customers every 1.5 to 2 hours, or as requested by the IPU customer, and the IPU's emergency response contractor until power has been restored.
- IPU will require the emergency response contractor to provide an estimated time of restoration within one hour of arrival and assessment of the outage situation. The emergency response contractor will provide updates to Consultant every 1.5 to 2 hours thereafter until service is restored.
- Consultant shall provide the toll-free number to the IPU upon execution of this Agreement.

5.2 Responsibilities of Consultant's Telephone Representatives

- Consultant shall have telephone representatives available during normal business hours to answer inquiries related to Electric Services. Basic customer inquiries may be handled by interactive voice response.
- Consultant shall handle all customer calls for electric system outages on a 24/7 basis.
- Consultant will dispatch service requests requiring field technician response to IPU personnel or IPU's contracted routine and emergency response subcontractor. All dispatched service orders shall be monitored and tracked by Consultant to ensure timely completion.
- Routine dispatch shall include turn-ons and turn-offs for customer move-ins and move-outs, meter read verifications, meter tests, streetlight and traffic signal repair requests.

- Emergency dispatch shall include power outages, low/high voltage complaints, fluctuating voltage, car-hit-pole incidents, and downed electric lines.
- Consultant shall be responsible for training its personnel to answer customer inquiries and dispatch appropriate IPU personnel or contracted providers for service and emergency orders.
- Consultant shall provide multilingual services using its staff and professional on-demand phone interpreting services at no additional charge to the IPU.

5.3 Responses to Customer Inquiries

Consultant shall develop policies and procedures for Consultant's telephone representatives in response to customer inquiries, including:

- IPU-approved policies and procedures for processing requests for turn-ons and turn-offs;
- Transfers of electric services;
- Generating service orders;
- Scheduling service calls; and
- Communicating such orders and schedules to IPU-designated personnel.

Consultant shall attempt to resolve customer inquiries in accordance with IPU electric rate structure, policies, and procedures.

5.4 Records

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

5.5 Communications

- Monthly, Consultant shall provide the IPU with a list of customer inquiries and the resolution of those inquiries, as set forth in Section 5.4.
- In the event that Consultant receives a customer inquiry outside of the Scope of Services, or an inquiry that is not routine in nature, Consultant shall immediately provide the inquiry to the IPU.

SECTION 6 – FEES AND SURCHARGES BILLED TO CUSTOMERS

6.1 Reports to the IPU

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

SECTION 7 – REMOTE MONITORING OF WADDINGHAM SUBSTATION

Consultant shall perform remote monitoring services for the Waddingham Substation as follows:

- Remotely monitor the 24-hour Tattletale Alarm system.
- Upon implementation of the monitoring systems, Consultant will remotely monitor four new substation security cameras.
- Consultant will remotely monitor the read-only substation HMI (one user at a time only).
- Consultant will receive all substation alarm notifications through email or text message for awareness. Consultant is not expected to act on these alarms, as other parties will be assigned this duty.

SECTION 8 – SMART METERS

8.1 AMI Installation Support

- Consultant shall assist as needed and support the installation of the new meters and updates and upgrades in the Automated Metering Infrastructure (AMI) and make it functional. Consultant shall utilize the meter data for billing of IPU customers and ensure that its staff is fully familiar with and trained on the new system.

8.2 Meter Data Management System (MDM)

- Consultant will train its staff on the use of the MDM system and its functions for meter data repository, analysis, meter inventory management, and scheduling of meter reads for customer billing.
- Consultant shall ensure that all meter data is stored in the MDM system and that all sensitive customer data is stored in the Consultant customer information and billing system.
- Consultant will work to integrate, to the extent practical, the MDM with Consultant's billing software and systems.

SECTION 9 – METER READING SERVICES

- Consultant shall provide all labor, materials, supervision, software, tools, and transportation to deliver meter reading services to the IPU.
- Consultant shall obtain monthly meter reading data from the Meter Data Management System (MDMS) for billing and customer queries.
- Manual meter read services will be billed at the hourly billable rates shown on Exhibit B.

SECTION 10 – OTHER SUPPORT SERVICES

- Consultant will provide meter data in the format required for a time-of-use rates study based on cost of service and other special reports and research as needed by the IPU, billed at the billable rates shown in Exhibit B.

- Consultant will provide logistical support during natural disasters such as fire, earthquake, terror threats, and HAZMAT incidents.

SECTION 11 – CUSTOMER PORTAL

- Consultant shall provide a customer portal for bill presentation and payment processing.
- Consultant shall maintain the portal to ensure that customers have access to electric usage history and bill viewing.
- Consultant's obligations under this Section 11 shall not commence until: (i) the IPU has selected, contracted with, and fully executed an agreement with a payment processor acceptable to both parties; and (ii) the City and Consultant have mutually agreed in writing upon a portal implementation start date and corresponding Statement of Work or project schedule.

EXHIBIT B
RATE SCHEDULE

SaaS License Fees and Service Delivery Fees. All fees are summarized in the table below with rates for separate billable items that follow. The \$25,000 implementation fee is amortized in equal monthly installments across the 12 months of Year 1 and does not recur in Year 2 or beyond.

Meter replacements shall only be performed as necessary, as maintenance for a failed meter, and only upon approval by the Public Utilities Director.

Fee Component	Notes	Year 1 Annual	Year 1 Monthly	Year 2 Annual	Year 2 Monthly	Year 3 Annual	Year 3 Monthly
A. Platform SaaS Fees	Annual SaaS License (Billing System & Portal)	\$7,000	\$583	\$7,000	\$583	\$7,350	\$ 613
B. Implementation Fee	One-time; amortized equally over 12 months in Year 1	\$25,000	\$2,083	\$ -	\$ -	\$ -	\$ -
C. Monthly Services Delivery	All Customer Account Services per SOW Sections 1-6, 9-11	\$120,000	\$10,000	\$120,000	\$10,000	\$126,000	\$10,500
TOTAL (Fixed Fees Only)	Excludes variable field support and equipment	\$152,000	\$12,666	\$127,000	\$10,583	\$133,350	\$11,113

Rates for Other Separately Billable Services.

Item Number	Service or Title of Position	Material	Labor Hourly Rate	Total	Sat / Sun/ Holidays/ Weekends
1	Engineering & Remote TOU Data Collection and Processing		\$171.00		\$198.00
2	Meter Technician – Remote Meter Data Processing		\$121.00		\$138.00
3	Meter Reader – Field Reading & Verifications		\$88.00		\$110.00
4	Meter Trouble Shooting per Hour		\$215.00		\$248.00
5	Meter Communication / Programming		\$209.00		
Meter Testing Per Meter:					
6	Single Phase Per Meter		\$193.00		
7	Three Phase Per Meter		\$352.00		
8	Work requested to be performed before or after normal business hours will be charged in addition to labor rate. Business Hours Mon - Fri 7am - 5pm		\$66.00		
Meter Replacement:					
9	Meter Replacement. 1-Phase and Residential, no wiring or other equipment installed, just the meter set. Old Style Meter (Non-AMI Meter)		\$165.00		
10	Meter Pre-Install Accuracy / Program Verification Check / Values Cleared		\$94.00		
11	Qty 1: Meter with voltage recording, TOU, bidirectional, interval data.	\$187.00	\$0.00		
Totals		\$ 187.00	\$ 259.00	\$ 446.00	

Meter Replacement:				
12	Meter Replacement 3-Phase CT-Rated and Self-Contained No wiring or other equipment installed, just the meter set. Old Style Meter (Non AMI Meter)		\$220.00	
13	Meter Pre-Install Accuracy / Program Verification Check / Values Cleared		\$94.00	
14	Qty 1: Meter with voltage recording, TOU, bidirectional, interval data.	\$209.00	\$ -	
Totals		\$ 209.00	\$ 314.00	\$ 523.00
Meter Change Out - Labor per Meter				
15	Single Phase and Residential. Meter Set Only, no other Equipment Installed. Meter Provided by IPUC		\$176.00	
16	Three-Phase CT-Rated and Self-Contained. Meter Set Only, no other Equipment Installed. Meter Provided by IPUC		\$209.00	
Meter Install With CT Pricing – See List Below				
Response Time – Service call schedules are generally available on Thursday of the week prior. End-customer appointments will be made if required and if given customer name and contact information.				
Meter Test - Includes meter accuracy test using field test instruments.				
Meter Installation – For CT rated services, installation includes installation of CTs, test switch, secondary wiring, verification of meter program and service. CT, meter, test switch, and sealing ring cost are in addition to the service price.				
METER INSTALLATION COST with Meter				
100:5 to 2200:5 Bar and Donut CT Meter Installation Cost				
	Description	Quantity	Cost Each	Total
17	Installation of meter, test switch, CTs, and secondary wiring	1.00	\$1815.00	\$1815.00
18	10 Pole Test Switch	1.00	\$215.00	\$215.00
19	Meter Socket Sealing Ring	1.00	\$22.00	\$22.00
20	CTs, 100:5 - 2000:5 Bar & Donut Type. Qty 3 Needed per Install. Prices show per 1, RF=2 @ 30C/55C			
21	100:5 RF4/3, ACC 0.3, CP, B0.2, Stud, Bar, Terminal Qty1:	1.00	\$259.00	\$259.00
22	200:5 RF2/1.5, ACC 0.5, CP, B0.2, Stud, Bar, Terminal Qty1:	1.00	\$303.00	\$303.00
23	200:5 RF4/3, ACC 0.5, CP, B0.2, Stud, Bar, Terminal Qty1:	1.00	\$336.00	\$336.00
24	300:5 RF2/1.5, ACC 0.5, CP, B0.2, Stud, Bar, Terminal Qty1:	1.00	\$275.00	\$275.00
25	400:5 RF2/1.5, ACC 0.5, CP, B0.2, Stud, Bar, Terminal Qty1:	1.00	\$303.00	\$303.00
26	400:5 RF4/3, ACC 0.3, CP, WS-Bar, B0.5, Terminal Qty1:	1.00	\$495.00	\$495.00
27	400:5 RF4, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$385.00	\$385.00
28	600:5 RF3, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$418.00	\$418.00
29	800:5 RF2, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$418.00	\$418.00
30	1000:5 RF2, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$457.00	\$457.00
31	1200:5 RF2, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$484.00	\$484.00
32	1500:5 RF3, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$506.00	\$506.00
33	2000:5 RF2, Stud, 5-5/8" ID Win, No Bracket, Terminal Qty1:	1.00	\$539.00	\$539.00

	METER INSTALLATION - TOU, BIDIRECTIONAL				
34	Meter with voltage recording, TOU, bidirectional, interval data, tested	1.00	\$209.00	\$209.00	
35	<i>Add \$29.00 for 2-KYZ</i>	1.00	\$29.00	\$29.00	
	Optionally: Meters, CTs, PTs, Metering Equipment - Includes acquisition, storage and shipping charges of meters and meter equipment. All meters and material will be at cost with shipping.				

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 (E&O) Liability/Cyber Liability. Consultant shall maintain Professional Liability, Technology Errors & Omissions Liability, and Network Security & Privacy Liability insurance (on a claims-made basis) each with separate limits of Two Million U.S. dollars (\$2,000,000) per claim and Five Million (\$5,000,000.00) in the general aggregate. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to IPU's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against IPU, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for IPU's non-physical business interruption due to a security failure of a Consultant's computer system, network, hardware or software or Consultant's professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the 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.

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 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 the 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.

ITEM NO. 6.5



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: July 9, 2026

SUBJECT: Consideration of Assignment and Assumption of Interests of Professional Services Agreement with Richard Heath & Associates, Inc., to Resource Innovations, Inc.

Background:

Discussion:

Fiscal Impact:

Recommendation:

Exhibits:

1. This item will be distributed at the meeting as a handout

This item will be distributed at the meeting as a handout