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Americans with Disabilities Act ("ADA"): In compliance with the ADA, if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda
City of Vernon
Regular City Council Meeting
Tuesday, September 6, 2016, 9:00 a.m.
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California



William J. Davis, Mayor
Yvette Woodruff-Perez, Mayor Pro-Tem
Luz Martinez, Council Member
Melissa Ybarra, Council Member
Leticia Lopez, Council Member

CALL TO ORDER & FLAG SALUTE

CHANGES TO THE AGENDA

PUBLIC COMMENT - At this time the public is encouraged to address the City Council on any matter that is within the subject matter jurisdiction of the City Council. The public will also be given a chance to comment on matters which are on the posted agenda during City Council deliberation on those specific matters.

PRESENTATION

1. [Independent Special Counsel Report - July 31, 2016](#)
Presented by: John Van de Kamp, Independent Special Counsel

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CONSENT CALENDAR - All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar by any member of the Council. Those items removed will be considered immediately after the Consent Calendar.

Claims Against the City – Received and Filed

2. None

Warrant Registers

3. Ratification of the following City Warrant Register to record the following voided checks:
 - A. City Warrant Register No. 1452 to record voided Check No. 351684 in the amount of \$16,523.10; and
 - B. City Warrant Register No. 1454 to record voided Check No. 351969 in the amount of \$2,000.00.
4. Approval of City Warrant Register No. 1455, totaling \$1,635,570.95, which covers the period of August 9 through August 29, 2016, and consists of the following:
 - A. Ratification of wire transfers totaling \$713,418.18; and
 - B. Ratification of the issuance of early checks totaling \$456,771.89; and
 - C. Authorization to issue pending checks totaling \$465,380.88.
5. Approval of Light & Power Warrant Register No. 420, totaling \$8,845,470.15, which covers the period of August 9 through August 29, 2016, and consists of the following:
 - A. Ratification of wire transfers totaling \$8,558,134.20; and
 - B. Ratification of the issuance of early checks totaling \$169,618.64; and
 - C. Authorization to issue pending checks totaling \$117,717.31.
6. Approval of Gas Warrant Register No. 208, totaling \$1,724,614.11, which covers the period of August 9 through August 29, 2016, and consists of the following:
 - A. Ratification of wire transfers totaling \$1,680,175.91; and
 - B. Ratification of the issuance of early checks totaling \$16,637.20; and
 - C. Authorization to issue pending checks totaling \$27,801.00.

City Administration Department

7. [Report on FY 2016/2017 Docket I Grants Awarded by Vernon CommUNITY Fund Grant Committee](#)

Recommendation:

- A. Receive and file this report as it is being provided for informational purposes only pursuant to Section 2.167(e) of the Vernon Municipal Code.

8. [Approval of a new Enterprise License Agreement \(ELA\) with Microsoft](#)

Recommendation:

- A. Find that the approval of the proposed agreement with Microsoft is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; and
- B. Approve a new Enterprise License Agreement (ELA) with Microsoft in an amount not to exceed \$173,612.10 for a period of three years from October 1, 2016 through September 30, 2019.

9. [Approval of Support and Maintenance Agreement with Advanced Utility Systems](#)

Recommendation:

- A. Find that the approval of a Support and Maintenance Agreement with Advanced Utility Systems is exempt from California Environmental Quality Act (CEQA) review because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; and
- B. Approve a new Support and Maintenance Agreement with Advanced Utility Systems in an amount of \$36,412.92 per year, for a period of 3 years from July 1, 2016 through June 30, 2019. (The Support and Maintenance Agreement with Advanced Utility Systems is exempt from competitive bidding and competitive selection under the sole source exemption outlined in Section 2.17.12(A)(2) of the Vernon Municipal Code.)

Fire Department

10. [Activity Report for the period of August 1 through August 15, 2016](#)

Health and Environmental Control Department

11. [July 2016 Health & Environmental Control Department Monthly Report](#)

Police Department

12. [Activity Log and Statistical Summary of Arrests and Activities for the period of August 1 through August 15, 2016, to be received and filed](#)

NEW BUSINESS

City Administration Department

13. [A Resolution of the City Council of the City of Vernon Appointing Keith Allen to Serve as the Director of Health & Environmental Control of the City of Vernon and Approving and Authorizing the Execution of a Related At-Will Employment Agreement](#)

Recommendation:

- A. Find that approval of the attached resolution in this staff report is exempt from California Environmental Quality Act (CEQA) review, because it is a general administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and
- B. Adopt the attached resolution appointing Keith Allen to serve as the Director of Health & Environmental Control of the City of Vernon effective September 19, 2016, approving and authorizing the execution of a related at-will employment agreement.

Health and Environmental Control Department

14. [Green Vernon Commission – Ratification of Selection of Commissioners to Commission](#)

Recommendation:

- A. Find that approval of the proposed ratification of the selection of commissioners to the Green Vernon Commission does not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (“CEQA”), because it constitutes an administrative activity in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the ratification of the appointment of the following individuals to the Green Vernon Commission to serve four-year terms each, commencing July 1, 2016 - June 30, 2020:

Name	Position
James A. Andreoli, Jr	Business Representative
Jose Lizarraga	Business Representative
Hector J. Garcia	Environmental Representative
Armando S. Espinoza	Labor Representative

ORAL REPORTS

- 15. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.
- 16. City Council Reports – brief AB1234 reports, or report on: activities, announcements, or directives to staff.

CLOSED SESSION

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (3)
Government Code Section 54956.9(a)

- A. Name of Case: City of Vernon vs. Citigroup Energy Inc., et al.
United States District Court
Southern District of New York Case No. CV16-2405
- B. Name of Case: Jerrick Torres and Lyndon Ong Yiu vs. City of Vernon, et al.
Los Angeles Superior Court
Case No. BC620265
- C. Name of Case: Francisco A. Alvarado v. LMX Logistics, Ltd., et al.
Los Angeles County Superior Court
Case No. BC619196

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City’s website, not less than 72 hours prior to the meeting set forth on this agenda. Dated this 1st day of September 2016.

By: _____
Maria E. Ayala
City Clerk

RECEIVED

AUG 30 2016

CITY CLERK'S OFFICE



RECEIVED

AUG 29 2016

CITY ADMINISTRATION

CA 8-30-16

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

DATE: August 29, 2016
TO: Honorable Mayor and City Council
FROM: William Fox, Finance Director *WF*
RE: Ratification of the City Warrant Registers for City Council Agenda of September 06, 2016

It is recommended that the ratification of the following warrant registers to record the following voided checks be considered at the City Council meeting of September 06, 2016.

1. City Warrant Register No. 1452 to record voided Check No. 351684 in the amount of \$16,523.10 issued 07/19/16 to C.R. Laurence Co, Inc.
2. City Warrant Register No. 1454 to record voided Check No. 351969 in the amount of \$2,000.00 issued 08/04/16 to Bingman, Sandra D.

CITY OF VERNON

ACCOUNTS PAYABLE CHECK

NO. 351684

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	DISCOUNT	AMOUNT
062016	06/20/2016		REF/SPECIAL PARCEL TX#6308005018	0.00	16,523.10
<p>WR 1452 7/19/16</p> <p>VOID = Re-ISSUE</p> <p>VOIDED ON EDEN 8/15/16 JL. VOIDED ON EWP 8/15/16 JL.</p>					
					16,523.10

PLEASE DETACH BEFORE DEPOSITING



City of Vernon
 4305 Santa Fe Ave
 Vernon, CA 90058
 (323) 583-8811

PAYABLE THROUGH
 EAST WEST BANK
 2080 HUNTINGTON DR. 2ND FLOOR
 SAN MARINO, CA 91108

16-7032
3220

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
001537	07/19/2016	351684	16,523.10

PAY Sixteen Thousand Five Hundred Twenty Three Dollars and Ten Cents

TO THE ORDER OF C.R. LAURENCE CO, INC
 P.O. BOX 58923
 LOS ANGELES, CA 90058-0923

~~NON-NEGOTIABLE~~
 VOID
~~NON-NEGOTIABLE~~

COPY

COPY

COPY

COPY

COPY

INVOICE NUMBER	DATE	P.O NUMBER	DESCRIPTION	DISCOUNT	AMOUNT
Ben191056	08/04/2016		GARNISHMENTS: PAYMENT WR 1454 8/14/16 VOID	0.00	2,000.00
VOIDED ON EWB 8/9/16					
VOIDED ON EDEN 8/9/16					
					2,000.00

PLEASE DETACH BEFORE DEPOSITING



City of Vernon
4305 Santa Fe Ave
Vernon, CA 90058
(323) 583-8811

PAYABLE THROUGH:
EAST WEST BANK
2090 HUNTINGTON DR., 2ND FLOOR
SAN MARINO, CA 91108

16-7038
3220

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
004184	08/04/2016	351969	2,000.00

PAY Two Thousand Dollars and No Cents

TO THE ORDER OF BINGMAN, SANDRA D
29180 PIPING ROCK ROAD
SUN CITY, CA 92586

NON-NEGOTIABLE

NON-NEGOTIABLE

COPY

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COPY

COPY

RECEIVED

AUG 30 2016

CITY CLERK'S OFFICE



STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

AUG 29 2016

CITY ADMINISTRATION

CA 8-30-16

DATE: August 29, 2016

TO: Honorable Mayor and City Council

FROM: William Fox, Finance Director *W.F.*

RE: City Warrant Register for City Council Agenda of September 6, 2016

It is recommended that the attached City Warrant Register No. 1455 be approved at the City Council meeting of September 6, 2016.

City Warrant Register No. 1455 totals \$1,635,570.95, and covers claims and demands presented during the period of August 09 through August 29, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of City Warrant Register No. 1455:

1. Ratification of wire transfers totaling **\$713,418.18**;
2. Ratification of the issuance of early checks totaling **\$456,771.89**; and
3. Authorization to issue pending checks totaling **\$465,380.88**.



**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Finance Director

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
STATE DISBURSEMENT UNIT	011.210260	3,169.51	Child Support: Payment	Ben191072		08/09/2016	1441	3,169.51
WATER REPLENISHMENT DISTRICT	020.1084.500110	137,025.77	Groundwater Production and Assessment	080216		08/09/2016	1442	137,025.77
CENTRAL BASIN MWD	020.1084.500130	28,303.13	Potable Water Breakdown	VERJUN16			1443	
	020.1085.500130	15,376.80	Potable Water Breakdown	VERJUN16		08/10/2016	1443	43,679.93
ICMA RETIREMENT TRUST 457	011.210220	37,616.81	Deferred Compensation: Payment	Ben191283		08/18/2016	1444	37,616.81
CALPERS	011.210240	500,581.81	PERS Contributions: Payment	Ben191277			1445	
	011.210240	241.80	PERS Survivor's Benefit: Payment	Ben191277			1445	
	011.210240	1,023.16	PERS Buy-back: Payment	Ben191277			1445	
	011.210240	-44,801.29	PERS Contributions: Special PR	Ben191277			1445	
	011.210240	2,487.22	Special Payroll: Additional 3% Fire	Ben191277			1445	
	011.1004.502020	-0.12	PERS Contributions: Adjustment	Ben191277		08/22/2016	1445	459,532.58
CITY OF VERNON, FSA ACCOUNT	011.100013	496.31	FSA - Dependent: Payment	Ben191285			1446	
	011.100013	223.07	FSA - Medical: Payment	Ben191285		08/18/2016	1446	719.38
STATE DISBURSEMENT UNIT	011.210260	2,840.44	Child Support: Payment	Ben191287			1447	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
						08/22/2016		2,840.44
US BANK CORPORATE	011.1049.520000	77.15	Hardware Supplies	072216			1448	
	011.1048.520000	841.48	Hardware Supplies	072216			1448	
	011.1049.520000	254.23	Supplies	072216			1448	
	011.1033.570000	499.02	Vehicle Upgrades	072216(10)			1448	
	011.1049.520000	1,556.84	Hardware Supplies	072216(11)			1448	
	011.1048.520000	553.72	Hardware Supplies	072216(11)			1448	
	011.1049.520000	309.94	Supplies	072216(11)			1448	
	011.1049.520000	555.42	Hardware Supplies	072216(12)			1448	
	011.1048.520000	40.99	Hardware Supplies	072216(12)			1448	
	011.1033.520000	2,071.85	Supplies	072216(13)			1448	
	011.1060.596700	95.00	Training / Staff	072216(14)			1448	
	011.1046.520000	40.00	Supplies	072216(15)			1448	
	011.1031.570000	89.36	Fuel	072216(16)			1448	
	057.1057.500173	500.00	Renewal	072216(17)			1448	
	057.1057.520000	764.85	Supplies	072216(17)			1448	
	011.1033.520000	3,137.35	Supplies	072216(18)			1448	
	011.1033.596700	220.00	Employee Development & Training	072216(18)			1448	
	011.1033.520000	384.25	Hardware Supplies	072216(19)			1448	
	011.1033.596700	65.98	Taxis / Parking	072216(19)			1448	
	011.1026.596200	81.73	Supplies	072216(2)			1448	
	011.1026.596200	58.37	Supplies for Interview Panel	072216(2)			1448	
	011.1026.596700	210.00	Fingerprint / Live Scan	072216(2)			1448	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	011.1026.596700	1,150.00	Employee Development & Training	072216(2)			1448	
	011.1026.596200	183.30	Lunch Interview Panel	072216(2)			1448	
	011.1026.596700	151.20	Lodging Deposit	072216(2)			1448	
	011.1049.520000	620.42	Hardware Supplies	072216(20)			1448	
	011.1048.520000	247.71	Hardware Supplies	072216(20)			1448	
	011.1033.520000	97.00	Supplies	072216(21)			1448	
	020.1084.570000	32.50	Meals	072216(22)			1448	
	011.1026.596700	984.41	Supplies / Employee Recognition	072216(23)			1448	
	011.1026.596900	108.97	Employee Recognition	072216(23)			1448	
	011.9019.520010	15.85	Subscription	072216(24)			1448	
	011.9019.520010	26.00	Subscription Renewal	072216(24)			1448	
	011.9019.520010	464.55	Supplies	072216(24)			1448	
	011.9019.520010	447.25	Supplies	072216(24)			1448	
	011.9019.520010	218.72	Supplies	072216(24)			1448	
	011.9019.596700	250.00	Employee Development & Training	072216(24)			1448	
	011.9019.520010	-3.52	Short Shipment	072216(24)			1448	
	011.1031.570000	52.84	Fuel	072216(25)			1448	
	011.1031.570000	220.66	Fuel	072216(26)			1448	
	011.1046.520000	75.00	Training	072216(27)			1448	
	011.1033.596600	1,167.29	Books & Publications	072216(28)			1448	
	011.1033.596500	525.00	Registration	072216(28)			1448	
	011.1036.560000	74.98	Subscription	072216(28)			1448	
	011.1033.520000	602.60	Supplies	072216(28)			1448	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
US BANK CORPORATE	011.1033.596700	150.00	Employee Development & Training	072216(28)			1448	
	011.1003.520000	145.27	Supplies	072216(3)			1448	
	011.1003.520000	-22.53	Return	072216(3)			1448	
	011.1048.520000	345.61	Hardware Supplies	072216(4)			1448	
	011.1024.596200	86.00	Court Call Services	072216(5)			1448	
	011.1031.596500	3,748.40	Airfare / Staff	072216(6)			1448	
	011.1031.596550	662.00	Membership Dues	072216(6)			1448	
	011.1031.596500	175.00	Airfare Fees / Staff	072216(6)			1448	
	011.1031.596500	133.82	Lodging Deposit	072216(6)			1448	
	011.1031.596500	1,930.57	Lodging / Staff	072216(7)			1448	
	011.1031.596700	1,225.00	Training / Staff	072216(7)			1448	
	011.1031.596500	-444.55	Cancel / Lodging	072216(7)			1448	
	011.1031.570000	246.93	Vehicle Expense	072216(7)			1448	
	011.1001.596500	602.72	Lodging	072216(8)			1448	
	011.1001.596500	-557.54	Cancel / Lodging	072216(8)			1448	
	011.1026.520000	108.96	Supplies	072216(9)			1448	
	011.1026.550000	37.84	Supplies for Interview Panel	072216(9)			1448	
	011.1026.596700	140.00	Lodging Deposit / Staff	072216(9)			1448	
						08/23/2016		28,833.76
						TOTAL WIRES		\$ 713,418.18

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
ART'S GENERAL MAINTENANCE	011.199999	5,000.00	Refund Deposit: E-2016-0420	Ref000191127		08/09/2016	352026	5,000.00
SANDRA D BINGMAN	011.210260	2,000.00	GARNISHMENTS: Payment	Ben191056		08/09/2016	352027	2,000.00
CALIFORNIA WATER SERVICE CO	011.1033.560000	109.61	Period: 06/22 - 07/21	072216(2)		08/09/2016	352028	109.61
EMPLOYMENT DEVELOPMENT DEPT.	011.1002.502070	282.00	F. Taylor	L0115277760			352029	
	011.1002.502070	4,050.00	K. Enomoto	L0115277760		08/09/2016	352029	4,332.00
FASHION NOVA	011.199999	752.00	Reimb 80% Perm C-2016-0331	Ref000187344		08/09/2016	352030	752.00
CINDY GAYTAN	011.110021	1,537.62	Employee Computer Loan	080116		08/09/2016	352031	1,537.62
BRANDON GRAY	011.1031.596500	344.51	Ortiz' Extradition	080416		08/09/2016	352032	344.51
LA COUNTY TAX COLLECTOR	011.1048.530015	1,347.69	Possessor Interest Tax FY 2015	49840752		08/09/2016	352033	1,347.69
RAFAEL LANDA	011.1031.596500	239.78	Ortiz' Extradition	080416		08/09/2016	352034	239.78

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
GABRIEL MARTINEZ	011.1031.596500	183.37	Ortiz' Extradition	080416		08/09/2016	352035	183.37
JOSE RAMOS	011.1031.596500	129.00	Ortiz' Extradition	080416		08/09/2016	352036	129.00
LLC SOLOMON PAGE GROUP	011.1016.501010	988.00	Temp Services: A. Luu	443407		08/09/2016	352037	988.00
ROBERTO SOUSA	011.1031.596700	32.00	LAPD Leadership Program	080216		08/09/2016	352038	32.00
THE GAS COMPANY	011.1033.560000	75.39	Period 05/11 - 06/10	072916		08/09/2016	352039	75.39
UPS	011.1041.520000	119.64	Period: 07/16	933312316			352040	
	011.1033.520000	11.46	Period: 07/16	933312316		08/09/2016	352040	131.10
CODE R DECALS & GRAPHICS	011.1036.520000	35.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	35.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	35.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	21.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	120.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	120.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	120.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	90.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
CODE R DECALS & GRAPHICS	011.1036.520000	120.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	90.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	90.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	120.00	Helmet Decal w/Drop Shadow & Script -	2020	011.0011572		352041	
	011.1036.520000	580.00	Helmet Decal Overlay Magnet - Black	2020	011.0011572		352041	
	011.1036.520000	72.00	Helmet Decal Overlay Magnet - White	2020	011.0011572		352041	
	011.1036.520000	65.20	Installation Fee	2020	011.0011572		352041	
	011.1036.520000	17.00	Freight	2020	011.0011572		352041	
	011.1036.520000	148.32	Sales Tax	2020			352041	
						08/11/2016		1,878.52
HEALTHCARE PARTNERS MEDICAL	011.1026.502031	8.34	Medical Service: B Malkenhorst	54976271			352042	
						08/11/2016		8.34
LLC LEVEL 3 COMMUNICATIONS	057.1057.500173	4,544.35	Fiber Optic Internet Access Contract	45797277	057.0000051		352043	
						08/11/2016		4,544.35
INC MUFFOLETTO CHIROPRACTIC	011.1026.502031	130.00	Medical Services: V Malkenhorst	070816			352044	
						08/11/2016		130.00
PACIFIC SHORES MEDICAL GROUP	011.1026.502031	15.17	Medical Services: B Malkenhorst	050616			352045	
						08/11/2016		15.17
QUEST DIAGNOSTICS	011.1026.502031	5.91	Medical Services: V Malkenhorst	4226733712			352046	
						08/11/2016		5.91

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LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services: A. Luu	444653		08/11/2016	352047	1,144.00
LLC TEAM MAKENA	011.1026.502031	8.18	Medical Services: V Malkenhorst	115622		08/11/2016	352048	8.18
THE CLARK CENTER	011.1026.502031	8.21	Medical Services: V Malkenhorst	062416		08/11/2016	352049	8.21
INC ARKADIN	011.9019.560010	36.15	Phone Conference	9440080716		08/16/2016	352050	36.15
AT&T	011.9019.560010	1,351.83	Period 08/16	071916_MULTIPLE		08/16/2016	352051	1,351.83
AT&T	011.9019.560010	456.00	Period 06/16	062316_MULTIPLE		08/16/2016	352052	456.00
AT&T	011.9019.560010	371.63	Period 06/16	062016		08/16/2016	352053	371.63
AT&T MOBILITY	011.9019.560010	237.69	Period 06/16	832176480X07162016		08/16/2016	352054	237.69
BRENNTAG PACIFIC, INC	020.1084.500140	765.39	Supplies	BPI629923			352055	
	020.1084.500140	772.82	Supplies	BPI633765			352055	

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						08/16/2016		1,538.21
INC C.R. LAURENCE CO	095.5095.400900	16,523.10	1st & 2nd Installment FY '15-'16~	062016		08/16/2016	352056	16,523.10
CAL CONTRACT CITIES ASSOC	011.1002.596550	5,090.00	Membership Dues	1887		08/16/2016	352057	5,090.00
INC CAL TECH COPIER	011.9019.520010	2,724.99	Maintenance & Repairs	CT56780			352058	
	011.9019.590110	250.00	Maintenance & Repairs	CT56780			352058	
	011.9019.520010	663.81	Maintenance & Repairs	CT56781			352058	
	011.9019.590110	312.50	Maintenance & Repairs	CT56781			352058	
						08/16/2016		3,951.30
EVERBRIDGE, INC.	011.9019.590110	13,500.00	Mass Notification	M30260		08/16/2016	352059	13,500.00
FRONTIER	011.9019.560010	50.88	Period 08/16	071616		08/16/2016	352060	50.88
GENERAL DATA CO.	011.9019.520010	747.41	Toner	6083219IN			352061	
	011.9019.520010	153.29	Toner	6085072IN			352061	
						08/16/2016		900.70
HSA BANK	011.1002.502030	750.00	HSA Initial Contribution~	081016		08/16/2016	352062	750.00
KRONOS INCORPORATED	011.9019.590110	3,453.66	Telestaff Web Access	11080194			352063	

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						08/16/2016		3,453.66
LA COUNTY ASSESSOR OFFICE	011.9019.590110	232.45	SBF Abstract	16ASRE402		08/16/2016	352064	232.45
NICHOLAS PEREZ	011.1031.596500	184.08	SLI Class 390	050916(2)		08/16/2016	352065	184.08
JANETTE RAMOS	011.1031.596500	29.06	Dispatcher Bullying	062016		08/16/2016	352066	29.06
NORMA RODRIGUEZ	011.1031.596500	29.06	Dispatcher Bullying	062016		08/16/2016	352067	29.06
ANA RUEDA	011.1002.502030	41.47	Snacks for Director of Health Interview	081016(2)		08/16/2016	352068	41.47
SO CAL EDISON	011.1042.560000	207.83	PERIOD 07/16	080916		08/16/2016	352069	207.83
SO CAL EDISON	011.1048.560000	13.94	Period 07/16	080616			352070	
	011.1048.560000	13.94	PERIOD 07/16	080616(2)		08/16/2016	352070	27.88
SOUTH COAST AQMD	011.1033.590000	1,666.89	ANNUAL RENEWAL FEES	080916_MULTIPLE		08/16/2016	352071	1,666.89
SPRINT	011.9019.560010	65.52	Period 07/16	080516_MULTIPLE			352072	

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						08/16/2016		65.52
THE CLARK CENTER	011.1026.502031	46.49	Medical Services: V Malkenhorst	052016		08/16/2016	352073	46.49
JERRICK TORRES	011.1060.596500	360.42	Haz Mat Investigations Course	062716		08/16/2016	352074	360.42
TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	157.50	Period 07/16	080116		08/16/2016	352075	157.50
UPS	011.1041.520000	78.78	Period: 08/16	933312326(2)		08/16/2016	352076	78.78
	011.1033.520000	11.48	Period: 08/16	933312326(2)		08/16/2016	352076	11.48
SANDRA D BINGMAN	011.210260	2,000.00	GARNISHMENTS: Payment	Ben191271		08/18/2016	352077	2,000.00
CITRIX SYSTEMS, INC.	011.9019.590110	1,782.00	Service Renewal: 7/16 - 6/17~	1206355771	011.0011720	08/18/2016	352078	1,782.00
INC CROSSPOINT NETWORK SOLUTIONS	011.9019.520010	899.91	MiCallb Desktop user licenses~	12989	011.0011650	08/18/2016	352079	899.91
	011.9019.520010	80.99	Sales Tax	12989		08/18/2016	352079	80.99
FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben191275			352080	180.00
	011.210260	896.29	Garnishment: Payment	Ben191275			352080	896.29

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						08/18/2016		1,076.29
HSA BANK	011.1001.502030	1,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1002.502030	1,500.00	Employer Contribution 09/01/16	081716			352081	
	011.1003.502030	1,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1004.502030	1,500.00	Employer Contribution 09/01/16	081716			352081	
	011.1015.502030	500.00	Employer Contribution 09/01/16	081716			352081	
	011.1024.502030	2,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1026.502030	1,500.00	Employer Contribution 09/01/16	081716			352081	
	011.1031.502030	4,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1033.502030	9,500.00	Employer Contribution 09/01/16	081716			352081	
	011.1040.502030	1,500.00	Employer Contribution 09/01/16	081716			352081	
	011.1041.502030	2,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1043.502030	2,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1046.502030	1,000.00	Employer Contribution 09/01/16	081716			352081	
	011.1060.502030	2,500.00	Employer Contribution 09/01/16	081716			352081	
	011.9019.502030	500.00	Employer Contribution 09/01/16	081716			352081	
	020.1084.502030	2,000.00	Employer Contribution 09/01/16	081716			352081	
	011.150199	3,500.00	Employer Contribution 09/01/16	081716			352081	
						08/18/2016		37,500.00
LACPCA	011.1031.596700	200.00	Strategic Planning Workshop	081616			352082	
						08/18/2016		200.00
A P.C. LEVITON LAW GROUP	011.1048.596200	140.00	Re: Vernon Housing Commission	5843			352083	

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						08/18/2016		140.00
RADIN CARDIOVASCULAR MED GRP	011.1026.502031	30.12	Medical Expense: B. Malkenhorst	070516			352084	
						08/18/2016		30.12
LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services: A. Luu	445890			352085	
						08/18/2016		1,144.00
TABLEAU SOFTWARE, INC.	011.9019.520010	3,198.00	Desktop - Professional User - License	IN3362432	011.0011599		352086	
	011.9019.520010	800.00	Desktop - Professional User -	IN3362432	011.0011599		352086	
	011.9019.520010	500.00	Tableau Online - Single User - License	IN3362432	011.0011599		352086	
						08/18/2016		4,498.00
TEAMSTERS LOCAL 911	011.210250	2,235.00	Teamsters Local 911 Dues: Payment	Ben191265			352087	
						08/18/2016		2,235.00
THE DATALOK COMPANY	011.9019.560010	209.57	Remote Back up Tape Storage~	6090978811	011.0011016		352088	
						08/18/2016		209.57
VERNON FIREMENS ASSOCIATION	011.210250	3,415.00	Fire House Fund: Payment	Ben191273			352089	
						08/18/2016		3,415.00
BENEFIT ASSOCIATION VERNON POL	011.210250	1,837.75	Police Association Member Dues: Payment	Ben191269			352090	
						08/18/2016		1,837.75
AMERICAN CONSTRUCTION, MGMT AN	011.230230	5,000.00	Refund Deposit: E-2016-0373	081616(2)			352091	

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						08/23/2016		5,000.00
VERONICA AVENDANO	011.1026.596800	999.00	Tuition Reimbursement	081816		08/23/2016	352092	999.00
ANTHONY ENCINAS II	011.1031.596500	182.02	Academy Instructor Certificate Course	080416(2)		08/23/2016	352093	182.02
IGNACIO ESTRADA III	011.1031.596500	182.02	Academy Instructor Certificate Course	080416		08/23/2016	352094	182.02
HOME DEPOT CREDIT SERVICES	011.1033.520000	192.09	Hardware Supplies~	062916_MULTIPLE	011.0010851	08/23/2016	352095	192.09
MSW CONSULTANTS	011.1061.595200	11,666.72	Professional Services 07/16	VRN1615			352096	
	011.1061.595200	5,922.50	Professional Services 07/16	VRN1616		08/23/2016	352096	17,589.22
INC P KAY METAL	011.230230	5,000.00	Refund Deposit: E-2016-0292	081616		08/23/2016	352097	5,000.00
PLACEWORKS	011.230230	5,000.00	Refund Deposit: E-2016-0475	081616		08/23/2016	352098	5,000.00
LLC ROADWAY CONSTRUCTION SERVI	011.1043.466200	258.00	Refund Deposit: E-2016-0467	081616(3)		08/23/2016	352099	258.00

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THE DATALOK COMPANY	011.9019.560010	672.84	Remote Backup Tape Storage~	061516_MULTIPL E	011.0011016		352100	
						08/23/2016		672.84
THE GAS COMPANY	011.1048.560000	58.77	Period 07/12 - 08/10	081216			352101	
	011.1033.560000	40.72	Period 07/12 - 08/10	081216(2)			352101	
	011.1033.560000	156.08	Period 07/12 - 08/10	081216(3)			352101	
	011.1033.560000	4.82	Period 07/12 - 08/10	081216(4)			352101	
	011.1033.560000	135.80	Period 07/11 - 08/10	081216(5)			352101	
	011.1049.560000	511.34	Period 07/13 - 08/11	081516			352101	
	011.1049.560000	66.71	Period 07/13 -08/11	081516(2)			352101	
	011.1043.560000	33.35	Period 07/13 -08/11	081516(2)			352101	
	020.1084.560000	33.35	Period 07/13 -08/11	081516(2)			352101	
						08/23/2016		1,040.94
UPS	011.1041.520000	41.23	Period: 07/16	933312336			352102	
	011.1033.520000	11.46	Period: 07/16	933312336			352102	
						08/23/2016		52.69
AEGIS ITS, INC	011.1043.590000	3,054.10	Preventative Maintenance 07/16	18944			352103	
	011.1043.590000	587.56	Rolling Report 07/16	19048			352103	
						08/25/2016		3,641.66
AFLAC	011.210223	13,344.58	Supplemental Ins - July	275664			352104	
						08/25/2016		13,344.58

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AT&T	011.9019.560010	341.98	Period 07/12 - 08/11	082316_MULTIPL E			352105	
	011.9019.560010	266.56	Period 07/12 - 08/11	082316_MULTIPL E			352105	
	011.9019.560010	7,583.49	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	109.39	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	6,253.28	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	16,741.70	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	3,170.56	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	1,476.51	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	104.27	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
	011.9019.560010	114.92	Period 07/10 - 08/09	082316_MULTIPL E(2)			352105	
						08/25/2016		36,162.66
& ROMO ATKINSON, ANDELSON, LOY	011.1026.594200	34.00	IBEW Negotiations	503746			352106	
						08/25/2016		34.00
LLP BEST BEST & KRIEGER	011.1026.594200	2,790.00	Re: Union Labor Negotiations	778166			352107	
						08/25/2016		2,790.00
BROADBAND LLC	057.1057.500173	4,250.00	Internet Access Services~	IN0915201620037 44	057.0000053		352108	

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						08/25/2016		4,250.00
CDW GOVERNMENT, INC.	011.9019.520010	1,361.45	Plantronics CS540/HL 10 Bundle~	DXB6490	011.0011553		352109	
	011.9019.520010	122.53	Sales Tax	DXB6490			352109	
	011.9019.520010	473.52	StarTech.com 2x1 HDMI+VGA to HDMI	DXL1291	011.0011785		352109	
	011.9019.520010	4.39	Freight	DXL1291	011.0011785		352109	
	011.9019.520010	4.38	Freight	DXL1291	011.0011785		352109	
	011.9019.520010	42.62	Sales Tax	DXL1291			352109	
	011.9019.520010	481.28	VisionTek Radeon HD 7750 graphics card	DXQ7033	011.0011785		352109	
	011.9019.520010	3.96	Freight	DXQ7033	011.0011785		352109	
	011.9019.520010	3.96	Freight	DXQ7033	011.0011785		352109	
	011.9019.520010	43.32	Sales Tax	DXQ7033			352109	
						08/25/2016		2,541.41
CNC ENGINEERING	060.6033.900000	4,690.00	Professional Services	13377			352110	
						08/25/2016		4,690.00
CNS ENGINEERS, INC	011.2043.900000	9,274.04	Consulting Services~	801734	011.0004903		352111	
	011.2043.900000	11,600.00	Consulting Services~	801734	011.0004903		352111	
	011.1043.900000	2,318.51	Cost Adjustment~	801734	011.0004903		352111	
	011.1043.900000	2,900.00	Cost Adjustment~	801734	011.0004903		352111	
	011.2043.900000	13,571.87	Consulting Services~	801735	011.0004903		352111	
	011.2043.900000	1,600.00	Consulting Services~	801735	011.0004903		352111	
	011.1043.900000	3,392.97	Cost adjustment~	801735	011.0004903		352111	
	011.1043.900000	400.00	Cost adjustment~	801735	011.0004903		352111	

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CNS ENGINEERS, INC	011.2043.900000	12,747.92	Consulting Services~	801736	011.0004903		352111	
	011.1043.900000	3,186.98	Cost Adjustment~	801736	011.0004903		352111	
						08/25/2016		60,992.29
COLONIAL LIFE	011.210223	8,723.80	Supplemental Ins - July	77136470701483			352112	
						08/25/2016		8,723.80
COMMUNICATIONS SUPPLY, CORP	057.1057.520010	1,044.90	Communication Supplies~	414465	057.0000065		352113	
						08/25/2016		1,044.90
WILLIAM DAVIS	011.1001.502030	500.00	HSA Contribution / W. Davis	082316			352114	
						08/25/2016		500.00
INC ECS IMAGING	011.9019.590110	24,000.00	LF Rio User (200-499) LSAP	11662	011.0011811		352115	
	011.9019.590110	5,000.00	LF Pilot Public Portal License with 25	11662	011.0011811		352115	
	011.9019.590110	3,000.00	LF Quick Fields Complete LSAP	11662	011.0011811		352115	
	011.9019.590110	183.00	LF Rio ScanConnect 10-pack LSAP	11662	011.0011811		352115	
	011.9019.590110	1,200.00	LF Rio eCopy Connector Basic LSAP	11662	011.0011811		352115	
	011.9019.590110	3,000.00	Annual ECS Priority Support/Consulting	11662	011.0011811		352115	
						08/25/2016		36,383.00
FEDEX	011.1024.510000	71.44	Period: 08/16	551929898(2)			352116	
						08/25/2016		71.44
MCCALL'S METER SALES & SERVICE	020.1084.590000	1,152.01	Flowcom Digital Register	27836			352117	
						08/25/2016		1,152.01

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EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
MUTUAL OF OMAHA	011.210230	4,312.58	LTD	545478561			352118	
	011.210223	518.60	Voluntary Life Insurance: Payment	Ben191050			352118	
	011.210223	0.25	Adjustment: Y. Ramirez Dependent (As of	Ben191050			352118	
	011.210223	3,258.70	Voluntary Life Insurance: Payment	Ben191267			352118	
						08/25/2016		8,090.13
GROSS & LEONI LLP NIELSEN, ME	011.1002.596200	2,312.95	Professional Services 07/16	80116B			352119	
						08/25/2016		2,312.95
NORTH PARK HOA	011.1048.560000	260.00	Assoc Dues 2915 60th Plc	081816			352120	
	011.1048.560000	260.00	Assoc Dues: 6010 Oak St.	081816(2)			352120	
						08/25/2016		520.00
THE HOROWITZ FAMILY TRUST RALP	095.5095.400900	36,709.92	1st Installment FY 2015/2016	081516			352121	
						08/25/2016		36,709.92
SO CAL EDISON	011.1043.560000	90.06	Period 07/15 - 08/15	081616			352122	
						08/25/2016		90.06
LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services: A. Luu	446984			352123	
						08/25/2016		1,144.00
TRITECH SOFTWARE SYSTEMS	011.9019.590110	60,629.83	Software Support	IVC4004487			352124	
						08/25/2016		60,629.83
UPS	011.1041.520000	67.44	Period: 08/16	933312346			352125	
	011.1033.520000	44.63	Period: 08/16	933312346			352125	

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<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
						08/25/2016		112.07
CALMAT CO.	011.1043.520000	39.17	Finance Charges	130615			352126	
	020.1084.520000	1,207.59	Concrete Supplies-	71156456	011.0011086		352126	
	020.1084.520000	82.16	Concrete Supplies-	71163425	011.0011086		352126	
						08/25/2016		1,328.92
							TOTAL EARLY CHECKS	\$ 456,771.89

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INC ADLERHORST INTERNATIONAL	011.1031.596700	175.00	K-9 TRAINING~	73140	011.0011714	352127	
							175.00
INC ADVANCED ELECTRONICS	011.1036.596200	523.32	Equipment	80001765		352128	
	011.1036.590000	196.22	Equipment	80001765		352128	
	011.1036.596200	109.30	Equipment	80001766		352128	
	011.1036.590000	40.98	Equipment	80001766		352128	
	011.1036.596200	378.20	Equipment	80001767		352128	
	011.1036.590000	141.80	Equipment	80001767		352128	
	011.1036.596200	374.15	Equipment	80001768		352128	
	011.1036.590000	140.29	Equipment	80001768		352128	
							1,904.26
INC ADVANCED INDUSTRIAL SERVIC	020.1084.900000	50,000.00	Interior Cleaning	14016		352129	
							50,000.00
INC. AEG SOLUTIONS	011.120010	505.20	2700-500 24# Color Bond, 24" X 150',	68866	011.0011771	352130	
	011.120010	75.78	2700-510 24# Color Bond, 36" X 150',	68866	011.0011771	352130	
	011.120010	44.20	2700-520 20# Xerographic Bond, 24" X	68866	011.0011771	352130	
	011.120010	65.64	2700-530 20# Xerographic Bond, 36" X	68866	011.0011771	352130	
	011.120010	40.00	Freight	68866	011.0011771	352130	
	011.120010	62.17	Sales Tax	68866		352130	
							792.99
AMERIGAS PROPANE, LP	011.1033.596200	39.99	Service Dispatch Charge	3054550671		352131	

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AMERIGAS PROPANE, LP	011.1033.596200	1,062.95	Propane	3054728736		352131	
							1,102.94
ARROW INTERNATIONAL, INC.	011.1033.520000	550.00	EZ-IO 25mm Needle (Box of 5)	94101995	011.0011758	352132	
	011.1033.520000	8.45	Freight	94101995	011.0011758	352132	
	011.1033.520000	49.50	Sales Tax	94101995		352132	
							607.95
INC ATHENS INSURANCE SERVICES	011.1026.594200	5,064.16	TPA Fees 08/16	IVC12152		352133	
							5,064.16
BATTERY SYSTEMS INC	011.1046.520000	707.71	During the period of July 1, 2016 thru	3600007	011.0011683	352134	
	011.1046.520000	187.19	During the period of July 1, 2016 thru	3620671	011.0011683	352134	
							894.90
& BADGE FRAME BAXTERS FRAME WO	011.5031.520000	474.12	Custom Frame	31452		352135	
	011.5031.520000	1,178.06	Badge Collection & Etched Portrait	31453		352135	
							1,652.18
BNSF RAILWAY COMPANY	020.1084.596200	50.00	Period: 08/25/16 - 08/24/17	16071723		352136	
							50.00
BRENNTAG PACIFIC, INC	020.1084.500140	1,708.43	Chlorine Supplies	BPI641525,BPI242695		352137	
	020.1084.500140	-400.00	Drum Return	BPI641525,BPI242695		352137	
	020.1084.500140	434.10	Chlorine Supplies	BPI641843		352137	

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BRENNTAG PACIFIC, INC	020.1084.500140	591.94	Chlorine Supplies	BPI646087		352137	
							2,334.47
CAL DEPT OF PUBLIC HEALTH	011.1060.596550	350.00	Renewal Application: D. Leduff & G.	080916		352138	
							350.00
CALIFORNIA FRAME & AXLE	011.1046.520000	515.79	Front End Repair~	39843	011.0011681	352139	
	011.1046.520000	37.50	Front End Repair~	39922	011.0011681	352139	
	011.1046.520000	295.00	Front End Repair~	40148	011.0011681	352139	
	011.1046.520000	45.00	Front End Repairs~	40197	011.0011681	352139	
							893.29
CAMINO REAL CHEVROLET	011.1046.520000	535.58	Auto Parts~	072616_MULTIPLE	011.0011682	352140	
							535.58
CANNON CORPORATION	020.1084.900000	7,368.56	Professional Services 06/16	61580		352141	
	011.1049.900000	2,456.19	Professional Services 06/16	61580		352141	
	020.1084.900000	2,322.30	Engineering & Design of Well 21 ~	61776	011.0008022	352141	
							12,147.05
CALPORTLAND COMPANY	020.1084.520000	1,996.31	Supplies	92927059		352142	
							1,996.31
CENTRAL FORD	011.1046.520000	82.59	Auto Parts~	280985	011.0011705	352143	
							82.59
INC CERRITOS DODGE	011.1046.520000	35.60	Auto Parts~	276321	011.0011727	352144	

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INC CERRITOS DODGE	011.1046.520000	3.20	Sales Tax	276321		352144	
	011.1046.520000	39.56	Side Mirror~	276643	011.0011761	352144	
	011.1046.520000	3.56	Sales Tax	276643		352144	81.92
INC CHEM PRO LAB	011.1049.590000	235.00	Water Treatment Service	608019		352145	235.00
CITY OF HUNTINGTON PARK	011.1031.594200	3,258.75	Prisoner Booking	17785		352146	3,258.75
CLEAN HARBORS ENVIRONMENTAL	060.6060.596200	20,132.48	Labor & Materials	1001459636		352147	
	060.6060.596200	6,378.13	Fire Ash Clean-up Torgom Vintage	1001461681		352147	
	060.6060.596200	6,554.17	Fire Ash Clean-up General Mills Blding	1001461682		352147	
	060.6060.596200	514.65	Fire Ash Clean-up General Mills Blding.	1001479408		352147	33,579.43
INC COMMUNITY VETERINARY HOSPI	011.1031.594200	83.00	Professional Services (Police Dog)	297561		352148	83.00
INC CORA CONSTRUCTORS	011.1049.900000	8,747.45	Furnish & Install 300 KW Generator	347RET		352149	
	011.1043.900000	2,073.45	Furnish & Install 300 KW Generator	347RET		352149	10,820.90
CURRENT WHOLESALE ELECTRIC	011.1049.520000	134.89	Electrical and hardware supplies~	87193	011.0011691	352150	
	011.1049.520000	1,382.47	Electrical and hardware supplies~	87260	011.0011691	352150	

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CURRENT WHOLESALE ELECTRIC	011.1049.520000	295.69	Electrical and hardware supplies~	87287	011.0011691	352150	
							1,813.05
GOODYEAR TIRE & RUBBER CO	011.1046.520000	496.40	P265/60R17 goodyear eagle rs-a tires	43447156	011.0011728	352151	
	011.1046.590000	7.00	State tire fee	43447156	011.0011728	352151	
	011.1046.520000	44.68	Sales Tax	43447156		352151	
	011.1046.520000	406.40	P245/70R16 goodyear wrangler sr-a tires	43452363	011.0011731	352151	
	011.1046.590000	7.00	State tire fee	43452363	011.0011731	352151	
	011.1046.520000	36.58	Sales Tax	43452363		352151	
	011.1046.520000	427.92	P235/70R16 goodyear assurance cs fuel	43457195	011.0011762	352151	
	011.1046.590000	7.00	State tire fee	43457195	011.0011762	352151	
	011.1046.520000	38.51	Sales Tax	43457195		352151	
							1,471.49
DR. MARVIN FORMAN, O.D.	011.1031.502030	450.00	Vision Benefits / R. Hernandez	081016		352152	
	011.1031.502030	450.00	Vision Benefits / M. Hernandez	081016(2)		352152	
							900.00
INC EASTERN GROUP PUBLICATIONS	020.1084.596600	225.00	Water Production Well No. 11 (CS-0716)	44346		352153	
	011.1031.594200	225.00	Re: Camping Ordinance	44347		352153	
							450.00
LLC EQUIPMENT PRO	011.1046.520000	29.44	EM502135 vibrator control pulley	36439	011.0011724	352154	
	011.1046.520000	580.16	EM504441 shock mount	36439	011.0011724	352154	
	011.1046.520000	5.97	EM491086 1/4" flat washer	36439	011.0011724	352154	

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LLC EQUIPMENT PRO	011.1046.520000	0.03	2101402 1/4" RCW0010 spring washer	36439	011.0011724	352154	
	011.1046.520000	0.95	EM963003 1/4-20 X 3/4" hex head bolt	36439	011.0011724	352154	
	011.1046.520000	98.18	EM511775 eccentric vibrator shaft	36439	011.0011724	352154	
	011.1046.520000	26.52	EM492122 seal	36439	011.0011724	352154	
	011.1046.520000	1.64	EM491057 o-ring	36439	011.0011724	352154	
	011.1046.520000	1.08	EM502625 1/4" X 25MM key	36439	011.0011724	352154	
	011.1046.520000	77.51	EM502556 cover flange	36439	011.0011724	352154	
	011.1046.590000	10.20	Environmental fee	36439	011.0011724	352154	
	011.1046.590000	12.51	Freight	36439	011.0011724	352154	
	011.1046.590000	340.00	Labor to diagnose and repair	36439	011.0011724	352154	
	011.1046.520000	73.93	Sales Tax	36439		352154	
							1,258.12
INC FLEMING ENVIRONMENTAL	011.1049.590000	475.00	Designated Operator Site Inspections	11731		352155	
	011.1049.590000	850.00	Monitoring and Certification System Test	11735		352155	
	011.1049.590000	1,845.00	Monitoring and Certification System Test	11737		352155	
	011.1049.590000	700.00	Vapor Recovery Test	11757		352155	
	011.1049.590000	218.00	Repairs	11758		352155	
							4,088.00
GARVEY EQUIPMENT COMPANY	011.1046.520000	480.82	Auto Parts~	94280, 94713	011.0011680	352156	
							480.82
GENERAL DATA CO.	011.9019.520010	501.96	Toner	6092396IN		352157	
							501.96

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HANSON AGGREGATES INC.	011.1043.520000	635.47	Crushed Rock	1701547		352158	635.47
INC HARPER & ASSOC ENGINEERING	020.1084.900000	1,275.00	Engineering Services	ENG5523		352159	1,275.00
INC HAUL AWAY RUBBISH SERVICE	011.1048.596200	61.00	Period: 07/16	67X00197		352160	
	011.1049.596200	207.00	Period: 07/16	67X00198		352160	
	011.1033.520000	61.00	Period: 07/16	67X00199		352160	
	011.1033.520000	61.00	Period: 07/16	67X00200		352160	
	011.1033.520000	61.00	Period: 07/16	67X00201		352160	
	011.1033.520000	61.00	Period: 07/16	67X00202		352160	
	011.1043.596200	398.15	Period: 07/16	67X00205		352160	910.15
MIGUEL HERNANDEZ JR	011.1031.502030	214.97	Vision Benefits / Child	081016(3)		352161	214.97
CORP HOFFMAN MANAGEMENT & CONS	060.6033.900000	206,946.95	Fire Department Regional Training Center	745(2)		352162	206,946.95
MATTHEW HOLTZENDORFF	011.1033.596700	204.00	2016 Crude by Rail and Emergency	061116		352163	204.00
INC IGOE & COMPANY	011.1026.594200	200.00	Administrative Fees	148531		352164	

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							200.00
INVESTIGATIVE POLYGRAPH SVC	011.1031.596200	280.00	Background / M. Abraham	187		352165	280.00
LINDA JOHNSON	011.1060.596500	22.68	HAZWOPER Refresher Course	081516		352166	22.68
JUDICIAL DATA SYSTEMS CORP	011.1031.594200	127.28	Parking Activity 06/16	6133		352167	127.28
DAVID KAWASAKI	011.1026.596800	1,345.00	Tuition Reimbursement	073016		352168	1,345.00
KJ SERVICES	011.1060.595200	400.00	Recycling Program Activities 07/16	8685		352169	400.00
L.A. CO ECONOMIC DEVELOP CORP	011.1004.596550	5,000.00	Annual Membership	51600582		352170	5,000.00
LA POOL GUYS	011.1049.590000	194.00	Maintenance Services	38932		352171	
	011.1049.590000	194.00	Pool Maintenance	39179		352171	388.00
INC LANGUAGE LINE SERVICES	011.1031.594200	53.84	Interpretation Services	3871636		352172	53.84
LB JOHNSON HARDWARE CO #1	011.1049.520000	188.97	Plumbing and Building Hardware -	072816_MULTIPLE	011.0011689	352173	

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							188.97
JOAQUIN LEON	011.1015.502030	59.00	Vision Benefits / J. Leon	081516		352174	59.00
LM SYSTEMS	011.1049.590000	738.00	Alarm Monitoring Service	28425		352175	738.00
LN CURTIS & SONS	011.1033.540000	270.92	Supplies	INV34522		352176	270.92
LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	742.77	Tires and Repairs~	072716_MULTIPLE	011.0011687	352177	742.77
INC LU'S LIGHTHOUSE	011.1046.520000	139.95	MTY-7201 8.8L fluid evacuator	626406	011.0011726	352178	
	011.1046.520000	12.60	Sales Tax	626406		352178	152.55
BRUCE V MALKENHORST, SR	011.1026.502031	199.46	RX Reimbursements	081116		352179	
	011.1026.502031	225.47	RX Reimbursements	081116(2)		352179	424.93
MELVYN GREEN & ASSOCIATES, INC	011.1041.595200	2,793.75	Plan Check Services 07/16	13907		352180	2,793.75
SCOTT METZ	011.1033.502030	189.00	Vision Benefits: Spouse	080916		352181	189.00

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UPHOLSTERY NICK ALEXANDER REST	011.1046.520000	35.00	Material to repair headliner	3253	011.0011764	352182	
	011.1046.590000	95.00	Labor to repair headliner	3253	011.0011764	352182	
	011.1046.520000	3.15	Sales Tax	3253		352182	
							133.15
INC OGS TECHNOLOGIES	011.5031.540000	371.34	Supplies	205251		352183	
							371.34
LYNDON ONG YIU	011.1060.596500	41.04	Mileage Reimbursement	063016		352184	
	011.1060.596500	32.40	CA DPH Lead Refresher Course - NATEC	072016		352184	
	011.1060.596500	11.88	CA Conference on Lead, Housing and	072016(2)		352184	
							85.32
PETCO ANIMAL SUPPLIES INC	011.1031.520000	35.00	Pet Supplies~	OA069364	011.0011739	352185	
							35.00
POSITIVE LAB SERVICE	060.6060.596200	1,867.25	Lab Services	56568		352186	
	060.6060.596200	1,644.00	Lab Services	56569		352186	
	060.6060.596200	141.00	Lab Services	56570		352186	
	060.6060.596200	2,079.00	Lab Services	56571		352186	
	060.6060.596200	493.50	Lab Services	56572		352186	
	060.6060.596200	756.00	Lab Services	56573		352186	
	060.6060.596200	567.00	Lab Services	56574		352186	
	060.6060.596200	756.00	Lab Services	56575		352186	
	060.6060.596200	405.00	Lab Services	56576		352186	

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POSITIVE LAB SERVICE	060.6060.596200	135.00	Lab Services	56577		352186	
							8,843.75
INC RHF	011.1031.590000	765.00	Certification~	080116_MULTIPLE	011.0011775	352187	
							765.00
RUBEN RODRIGUEZ	011.1026.596800	1,169.00	Tuition Reimbursement	072416		352188	
							1,169.00
MICHAEL ROGERS	011.1033.502030	75.00	Vision Benefits / M. Rogers	081716		352189	
							75.00
LLP RUTAN & TUCKER	011.1024.593200	945.35	Re: Nicholas G. Rodriguez	752603		352190	
	011.1024.593200	23,379.30	Re: Malkenhorst PERS Litigation	754298		352190	
							24,324.65
SANTA FE BUILDING MAINTENANCE	011.1049.590000	6,368.00	Janitorial Services	15110		352191	
							6,368.00
SATELLITE PHONE STORE	011.1036.520000	1,080.00	Phone Service Plan	072016		352192	
							1,080.00
SCOTT CAMPBELL CO	011.1049.590000	4,240.00	Five Year Test (Title 19)	32185		352193	
							4,240.00
SHAHRAM SHARIFZADEH	011.1026.596800	128.00	Tuition Reimbursement	080316		352194	
							128.00

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
SOUTHERN CALIFORNIA OVERHEAD	011.1049.590000	1,670.00	Preventative Maintenance	49495		352195	1,670.00
STATE STREET LAUNDRY	011.1031.520000	21.60	LAUNDRY SERVICES-	072016_MULTIPL E	011.0011717	352196	21.60
STERICYCLE INC	011.1031.520000	292.89	Service Period: 08/16 - 10/16	3003498914		352197	292.89
SUPERIOR CT OF CAL OF LA	011.1031.594200	350.00	Parking Citations 06/16	072516		352198	350.00
TESTAMERICA LABORATORIES, INC	020.1084.596200	39.00	Source Samples	44236054		352199	
	020.1084.596200	97.50	Routine Bacti Samples	44236057		352199	
	020.1084.596200	105.00	Gen Phy's Samples	44236226		352199	
	020.1084.596200	97.50	Routine Bacti Samples	44236487		352199	
	020.1084.596200	6.50	Source Samples	44236547		352199	
	020.1084.596200	6.50	Source Samples	44236548		352199	
	020.1084.596200	45.50	Source Samples	44236549		352199	
	020.1084.596200	71.50	Source Samples	44237054		352199	
	020.1084.596200	6.50	Source Samples	44237108		352199	
	020.1084.596200	26.00	Source Samples	44237109		352199	
	020.1084.596200	97.50	Routine Bacti Samples	44237110		352199	599.00

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC THE LIGHTHOUSE	011.1046.520000	601.84	Auto Parts~	072816_MULTIPLE	011.0011686	352200	601.84
THOMSON REUTERS - WEST	011.1024.596600	378.71	Information Charges	834454571		352201	
	011.1031.520000	1,020.82	West Information Charges	834479262		352201	1,399.53
MICHELLE TOLMASOFF	011.1026.596800	430.66	Tuition Reimbursement	080316		352202	430.66
INC TYLER TECHNOLOGIES	011.9019.595210	712.50	Multiple Module - Training~	45167366	011.0010241	352203	712.50
UNDERGROUND SERVICE ALERT	020.1084.596200	108.00	New Ticket Charges	720160785(3)		352204	108.00
UNIFIRST CORPORATION	011.1043.540000	440.86	Uniforms	3241807895		352205	
	011.1046.540000	22.14	Uniforms	3241807895		352205	
	011.1047.540000	10.20	Uniforms	3241807895		352205	
	011.1049.540000	306.35	Uniforms	3241807895		352205	
	020.1084.540000	36.36	Uniforms	3241807895		352205	
	011.1043.540000	-618.66	Credit	3241807895		352205	
	011.1047.540000	10.20	Uniforms	3241810455		352205	
	011.1049.540000	261.20	Uniforms	3241810455		352205	
	020.1084.540000	36.36	Uniforms	3241810455		352205	
	011.1043.540000	419.53	Uniforms	3241810455		352205	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
UNIFIRST CORPORATION	011.1046.540000	22.14	Uniforms	3241810455		352205	
	011.1043.540000	-587.45	Credits	3241810455		352205	
	011.1043.540000	66.75	Uniforms	3241812988		352205	
	011.1046.540000	22.14	Uniforms	3241812988		352205	
	011.1047.540000	10.20	Uniforms	3241812988		352205	
	011.1049.540000	261.20	Uniforms	3241812988		352205	
	020.1084.540000	36.36	Uniforms	3241812988		352205	
	011.1043.540000	44.79	Uniforms	3241815561		352205	
	011.1046.540000	22.14	Uniforms	3241815561		352205	
	011.1047.540000	10.20	Uniforms	3241815561		352205	
	011.1049.540000	17.28	Uniforms	3241815561		352205	
	020.1084.540000	36.36	Uniforms	3241815561		352205	886.65
UNIVERSITY OF CA	011.1024.596600	397.56	CA Municipal Law Handbook 2016	10546259		352206	397.56
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	294.00	Medical Services	2949874CA		352207	
	011.1026.597000	433.00	Medical Services	2953637CA		352207	
	011.1026.597000	152.00	Medical Services	2957436CA		352207	
	011.1026.597000	76.00	Medical Services	2960710CA		352207	
	011.1026.597000	195.00	Medical Services	2964438CA		352207	1,150.00
LLP VASQUEZ & COMPANY	011.1004.595200	7,000.00	Professional Services	2160602IN		352208	

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

PRINTED CHECKS

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	CHECK NUMBER	AMOUNT
							7,000.00
VERNON SANITATION SUPPLY CO	011.120010	108.90	0500-150 DART #8J8, 8 oz. foam cups,	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	170.85	0500-155 PBS516-W, 16 oz. Paper Hot	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	24.60	0515-350 Scrbbble Angle Bowl Brush,	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	135.38	0515-390 C.L.R. Removal, #5500.	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	42.16	0515-400 Ajax Cleanser, 21 oz., #1700.	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	19.90	0515-492 Dust Mop Frame, 36", #6275.	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	29.65	0515-494 Dust Mop Handle, 5', #6098.	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	2,822.40	0552-800 Georgia Pacific, #20603,	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	189.00	0578-200 Joy Liquid Dish Soap, 8 - 38	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	86.78	0578-300 Cascade #34034 Dishwashing	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	454.40	0578-400 Tide liquid laundry	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	280.62	0578-580 Palmolive #04930 dish liquid	080216_MULTIPL	011.0011772	352209	
				E			
	011.120010	392.82	Sales Tax	080216_MULTIPL		352209	
				E			
							4,757.46

**CITY OF VERNON
WARRANT REGISTER NO. 1455
SEPTEMBER 6, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
011 - GENERAL	\$ 531,415.13	\$ 382,996.30	\$ 149,586.67	\$ 1,063,998.10
020 - WATER	180,738.20	6,013.32	66,424.08	253,175.60
057 - FIBER OPTIC	1,264.85	9,839.25	0.00	11,104.10
060 - HAZARDOUS WASTE	0.00	4,690.00	249,370.13	254,060.13
095 - PARCEL TAX	0.00	53,233.02	0.00	53,233.02
GRAND TOTAL	\$ 713,418.18	\$ 456,771.89	\$ 465,380.88	\$ 1,635,570.95

TOTAL CHECKS TO BE PRINTED 88

RECEIVED

AUG 30 2016

CITY CLERK'S OFFICE



STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

AUG 29 2016

CITY ADMINISTRATION

08-30-16

DATE: August 29, 2016

TO: Honorable Mayor and City Council

FROM: William Fox, Finance Director *WJF*

RE: Light & Power Warrant Register for City Council Agenda of September 6, 2016

It is recommended that the attached Light & Power Warrant Register No. 420 be approved at the City Council meeting of September 6, 2016.

Light & Power Warrant Register No. 420 totals \$8,845,470.15, and covers claims and demands presented during the period of August 09 through August 29, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Light & Power Warrant Register No. 420:

1. Ratification of wire transfers totaling **\$8,558,134.20**;
2. Ratification of the issuance of early checks totaling **\$169,618.64**; and
3. Authorization to issue pending checks totaling **\$117,717.31**.



**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Finance Director

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500240	51,684.34	NERC/WECC 01/15	201607133232843 172			6155	
	055.9200.500150	59,573.59	Initial Charges 07/16	201608023132960 831			6155	
	055.9200.500170	1,096,753.81	Initial Charges 07/16	201608023132960 831			6155	
	055.9200.500210	16,977.38	Initial Charges 07/16	201608023132960 831			6155	
	055.9200.500240	2,200.49	Initial Charges 07/16	201608023132960 831			6155	
	055.9200.500190	-2,737.84	Initial Charges 07/16	201608023132960 831			6155	
	055.9200.500150	-21,490.14	Recalculation Charges 07/16	201608023132960 831			6155	
	055.9200.500190	-95.59	Recalculation Charges 07/16	201608023132960 831			6155	
	055.9200.500210	-75.71	Recalculation Charges 07/16	201608023132960 831			6155	
	055.9200.500170	400.57	Recalculation Charges 07/16	201608023132960 831			6155	
						08/09/2016		1,203,190.90
CALIFORNIA ISO	055.9200.500150	172.35	Recalculation Charges 10/15	201608093133031 390			6156	
	055.9200.500170	12.15	Recalculation Charges 10/15	201608093133031 390			6156	
	055.9200.500190	-17.73	Recalculation Charges 10/15	201608093133031 390			6156	
	055.9200.500150	446.92	Recalculation Charges 01/15	201608093133031 390			6156	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500170	931.04	Recalculation Charges 01/15	201608093133031 390			6156	
	055.9200.500190	-343.89	Recalculation Charges 01/15	201608093133031 390			6156	
	055.9200.500150	-4,205.87	Recalculation Charges 07/16	201608093133031 390			6156	
	055.9200.500170	-1,856.04	Recalculation Charges 07/16	201608093133031 390			6156	
	055.9200.500190	-70.07	Recalculation Charges 07/16	201608093133031 390			6156	
	055.9200.500210	-7.73	Recalculation Charges 07/16	201608093133031 390			6156	
	055.9200.500150	6.50	Recalculation Charges 08/13	201608093133031 390			6156	
	055.9200.500170	0.02	Recalculation Charges 08/13	201608093133031 390			6156	
	055.9200.500190	-25.21	Recalculation Charges 08/13	201608093133031 390			6156	
	055.9200.500150	102,790.37	Recalculation Charges 08/16	201608093133031 390			6156	
	055.9200.500210	16,961.69	Recalculation Charges 08/16	201608093133031 390			6156	
	055.9200.500170	-2,347.74	Recalculation Charges 08/16	201608093133031 390			6156	
	055.9200.500190	-3,872.48	Recalculation Charges 08/16	201608093133031 390			6156	
	055.9200.500150	0.32	Recalculation Charges 07/16	201608093133031 444			6156	
	055.9200.450340	296.16	Recalculation Charges 10/15	201608093133031 444			6156	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500150	55.78	Initial Charges	201608093133031 444		08/16/2016	6156	108,926.54
INC ENERGY UNLIMITED	055.9200.500150	24,228.00	Transfer of 2019 RECS Certificate	WREGISVernon00 01		08/17/2016	6157	24,228.00
LLC BICENT (CALIFORNIA) HOOVER	055.9200.500150	-16,780.47	Energy Charges 07/16	CFD7201601		08/18/2016	6158	257,795.54
	055.9200.500180	237,853.52	Capacity Charges 07/16	CFD7201601			6158	
	055.9200.500180	44,053.89	Actual Monthly Uprating Credit	CFD7201601			6158	
	055.9200.500150	-7,331.40	CES Costs	CFD7201601			6158	
POWEREX CORP	055.9200.500150	352,373.80	Energy Purchases 07/16	50730807		08/19/2016	6159	352,373.80
LLC BICENT (CALIFORNIA) MALBUR	055.9200.500150	340,823.32	Energy Charge	7201601		08/19/2016	6160	3,744,463.28
	055.9200.500180	3,407,727.20	Capacity Charge	7201601			6160	
	055.9200.500150	-4,087.24	Fuel Burden	7201601			6160	
INC PETRELLI ELECTRIC	055.200400	553,970.26	Electric Service Maintenance	160709		08/19/2016	6161	942,394.58
	055.200400	388,424.32	Electric Service Maintenance	160710			6161	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
SO CAL PUBLIC POWER AUTHORITY	055.9200.500154	399,428.87	Astoria 2 Solar Project	ATSP0816			6162	
						08/19/2016		399,428.87
CALIFORNIA ISO	055.9200.500150	841.89	Recalculation Charges 05/16	201608163133081 009			6163	
	055.9200.500170	163.84	Recalculation Charges 05/16	201608163133081 009			6163	
	055.9200.500190	3,717.43	Recalculation Charges 05/16	201608163133081 009			6163	
	055.9200.500150	66,862.98	Needs Description	201608163133081 009			6163	
	055.9200.500210	17,106.51	Needs Description	201608163133081 009			6163	
	055.9200.500170	-2,061.80	Needs Description	201608163133081 009			6163	
	055.9200.500190	-2,093.62	Needs Description	201608163133081 009			6163	
	055.9200.500150	77,426.57	Recalculation Charges 07/16	201608163133081 009			6163	
	055.9200.500170	22,223.57	Recalculation Charges 07/16	201608163133081 009			6163	
	055.9200.500190	138.89	Recalculation Charges 07/16	201608163133081 009			6163	
	055.9200.500210	719.20	Recalculation Charges 07/16	201608163133081 009			6163	
	055.9200.500240	25.72	Recalculation Charges 07/16	201608163133081 009			6163	
						08/22/2016		185,071.18

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
LLC EDF TRADING NORTH AMERICA	055.9200.500180	20,400.00	Energy Purchase	186947			6164	
						08/22/2016		20,400.00
LLC NEXTERA ENERGY POWER MARKE	055.9200.500150	60,389.28	Energy Purchase	329289			6165	
						08/22/2016		60,389.28
US DEPARTMENT OF ENERGY	055.9200.500150	29,945.23	Energy Purchase	GG1766A0716			6166	
	055.9200.500180	23,425.29	Energy Purchase	GG1766A0716			6166	
	055.151000	-44,053.89	Energy Purchase	GG1766A0716			6166	
						08/22/2016		9,316.63
US BANK CORPORATE	055.8100.520000	545.98	Office Furniture	072216(29)			6167	
	055.8100.520000	98.10	Uniforms	072216(29)			6167	
	055.9000.596200	70.00	Fingerprint / Live Scan	072216(29)			6167	
	055.9100.596600	75.00	Books & Publications	072216(30)			6167	
	055.8000.590000	375.18	Office Supplies	072216(31)			6167	
	055.8100.596700	1,295.00	Training / Staff	072216(31)			6167	
	055.9000.520000	6.45	Postage Fees	072216(32)			6167	
						08/23/2016		2,465.71
NATURAL GAS, LLC ELEMENT MARKE	055.9200.500162	235,332.36	Energy Purchase	ELM000066.1			6168	
	055.9200.500162	341,693.94	Energy Purchase	ELM000067.1			6168	
						08/25/2016		577,026.30
INC ENERGY UNLIMITED	055.9200.500150	172,597.55	Energy Purchase	Vernon0004			6169	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
						08/25/2016		172,597.55
DEPARTMENT OF WATER & POWER	055.9200.500170	21,870.00	Energy Purchase	GA186879			6170	
	055.9200.500260	575.00	Energy Purchase	GA186879			6170	
						08/26/2016		22,445.00
SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	310,326.00	Minimum Cost 08/16	PV0816			6171	
	055.9200.500150	75,324.00	Variable Cost 07/16	PV0816			6171	
	055.9200.500180	79,971.04	Legislative Cost 08/16	PV0816			6171	
	055.9200.500180	10,000.00	PSF Cost 08/16	PV0816			6171	
						08/26/2016		475,621.04
						TOTAL WIRES		\$ 8,558,134.20

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC OPEN ACCESS TECHNOLOGY	055.9200.596200	728.72	Electronic Tagging~	122392	055.0002432	08/09/2016	512220	728.72
INC SIMON WIND	055.9000.900000	3,480.00	Meteorological Data Collection Services	1607		08/09/2016	512221	3,480.00
SO CAL EDISON	055.9200.560010	729.44	Period: 07/16	080216		08/09/2016	512222	729.44
AIRPORT MARINA FORD	055.9100.900000	39,750.00	2017 Ford Explorer XLT, 3.5L TI-VCT V6	100	055.0002444		512223	
	055.9100.900000	-750.00	Dealer Rebate	100	055.0002444		512223	
	055.9100.900000	80.00	Document Prep Fee	100	055.0002444		512223	
	055.9100.900000	3,584.70	Sales Tax	100			512223	
						08/11/2016		42,664.70
FEDEX	055.9000.520000	373.18	Period 07/16	550411415		08/11/2016	512224	373.18
HOWARD INDUSTRIES, INC.,	055.9100.900000	666.59	7200/12470Y-120/240V-15KVA~	54022577833	055.0002381		512225	
	055.9100.900000	2,114.00	16340Y-277V-100KVA~	54022577833	055.0002381	08/11/2016	512225	2,780.59
INC OPERATION TECHNOLOGY	055.9100.590110	3,898.00	Option 1 (Increase Bus to 1000):~	41470IN	055.0002437		512226	
	055.9100.590110	350.82	Sales Tax	41470IN		08/11/2016	512226	4,248.82
SO CAL EDISON	055.9100.464000	18.50	Bill Of Sale For Joint Pole, Salvage	7500701277			512227	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
						08/11/2016		18.50
SURVALENT TECHNOLOGY CORP.	055.9100.590110	12,675.00	1 year Gold Service/Annual Software	D29629	055.0002436	08/11/2016	512228	12,675.00
CH2M HILL ENGINEERS, INC.	055.9000.596200	9,241.50	Environmental Support Services.	381074024		08/16/2016	512229	9,241.50
GOODYEAR TIRE & RUBBER CO	055.7200.596702	7,167.18	Customer Incentive Program	081016		08/16/2016	512230	7,167.18
INC GRUEN-AIRE	055.8400.900000	4,792.00	Installation of 2 Ton System.	22325		08/16/2016	512231	4,792.00
INC HAUL AWAY RUBBISH SERVICE	055.8400.596200	197.00	Period 07/16	67X00203		08/16/2016	512232	258.00
	055.8400.596200	61.00	Period 07/16	67X00204			512232	
INC ROMA'S R US	055.7200.596702	3,119.15	Customer Incentive Program	081016		08/16/2016	512233	3,119.15
INC SAS TEXTILES	055.7200.596702	28,823.47	Customer Incentive Program	081016		08/16/2016	512234	28,823.47
SO CAL JOINT POLE COMMITTEE	055.9100.596200	1,136.83	Operating Expenses for 07/16	19116		08/16/2016	512235	1,136.83
UPS	055.8000.590000	65.30	Period 08/16	933312326			512236	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

EARLY CHECKS

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
						08/16/2016		65.30
HOME DEPOT CREDIT SERVICES	055.8400.590000	316.11	Hardware Supplies~	063016_MULTIPL E	055.0002305		512237	
	055.8000.590000	126.08	Hardware Supplies~	063016_MULTIPL E	055.0002305		512237	
						08/23/2016		442.19
EFRAIN SANDOVAL	055.9200.596500	34.34	GHG Working Group Meeting	081716			512238	
						08/23/2016		34.34
LABORATORIES, INC SCHWEITZER E	055.9100.900000	19,800.00	Professional Services 08/16	15606			512239	
						08/23/2016		19,800.00
INC ABSOLUTE SECURITY INTL	055.8100.596200	22,227.73	Security Guard Service	2016027660			512240	
						08/25/2016		22,227.73
INC D&R OFFICE WORKS	055.9000.520000	55.00	SMALL ORDER CHARGE	102105IN	055.0002434		512241	
	055.9000.520000	945.00	M8 MONITOR ARM~	102105IN	055.0002434		512241	
	055.9000.520000	90.00	Sales Tax	102105IN			512241	
						08/25/2016		1,090.00
FEDEX	055.9000.520000	140.97	Period: 08/16	551929898			512242	
						08/25/2016		140.97
INC FRY'S ELECTRONICS	055.8100.520000	739.68	Camera For Control Center~	16641046	055.0002417		512243	
						08/25/2016		739.68

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	
LB JOHNSON HARDWARE CO #1	055.8400.590000	208.67	Hardware Supplies~	072616_MULTIPLE	055.0002416	08/25/2016	512244	208.67	
MCMaster CARR SUPPLY COMPANY	055.8400.590000	344.77	Hardware Supplies~	71150099	055.0002418	08/25/2016	512245	344.77	
ROYAL WHOLESALE ELECTRIC	055.8000.590000	212.91	Electrical Parts~	9066464816	055.0002412	08/25/2016	512246	212.91	
SANTA FE BUILDING MAINTENANCE	055.8400.596200	464.00	Janitorial Services	15109			512247		
	055.9000.596200	1,611.00	Janitorial Services	15109		08/25/2016	512247	2,075.00	
TOTAL EARLY CHECKS								\$ 169,618.64	

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC D&D REFRIGERATION	055.8400.596200	525.00	Preventative Maintenance	37758		512248	525.00
DEWEY PEST CONTROL	055.8400.590000	122.00	Period: 07/16	10264893		512249	122.00
CORP HOFFMAN MANAGEMENT & CONS	055.8400.900000	116,969.81	Fire Department Regional Training Center	745		512250	116,969.81
UNDERGROUND SERVICE ALERT	055.8300.596200	100.50	New Ticket Charges	720160785(2)		512251	100.50
TOTAL PRINTED CHECKS						\$	117,717.31

**LIGHT & POWER
WARRANT REGISTER NO. 420
SEPTEMBER 6, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
055 - LIGHT & POWER	\$ 8,558,134.20	\$ 169,618.64	\$ 117,717.31	\$ 8,845,470.15
GRAND TOTAL	\$ 8,558,134.20	\$ 169,618.64	\$ 117,717.31	\$ 8,845,470.15

TOTAL CHECKS TO BE PRINTED 4

RECEIVED

AUG 30 2016

CITY CLERK'S OFFICE



RECEIVED

AUG 29 2016

CITY ADMINISTRATION

CA 8-30-16

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

DATE: August 29, 2016

TO: Honorable Mayor and City Council

FROM: William Fox , Finance Director *WF*

RE: Gas Warrant Register for City Council Agenda of September 6, 2016

It is recommended that the attached Gas Warrant Register No. 208 be approved at the City Council meeting of September 6, 2016.

Gas Warrant Register No. 208 totals \$1,724,614.11, and covers claims and demands presented during the period of August 09 through August 29, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Gas Warrant Register No. 208:

1. Ratification of wire transfers totaling **\$1,680,175.91**;
2. Ratification of the issuance of early checks totaling **\$16,637.20**; and
3. Authorization to issue pending checks totaling **\$27,801.00**.



**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 208
SEPTEMBER 6, 2016**

I hereby certify that claims and/or demands included in above listed warrant register have been audited for accuracy and availability of funds for payments and that said claims and/or demands are accurate and that the funds are available for payments thereof.

William Fox
Finance Director

Date: _____

This is to certify that the claims or demands covered by the above listed warrants have been audited by the City Council of the City of Vernon and that all of said warrants are approved for payments except Warrant Numbers:

CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 208
 SEPTEMBER 6, 2016

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
THE GAS COMPANY	056.5600.550022	90,026.40	Transmission Charges 06/16	071916		08/10/2016	478	90,026.40
INC CITIGROUP ENERGY	056.5600.500167	24,800.00	Natural Gas 07/16	5371815			479	
	056.5600.500168	-2,030.50	Natural Gas 07/16	5371815		08/25/2016	479	22,769.50
CONOCO PHILLIPS COMPANY	056.5600.500160	116,615.00	Natural Gas 07/16	70672		08/25/2016	480	116,615.00
LLC ENSTOR ENERGY SERVICES	056.5600.500160	1,022,337.89	Natural Gas 07/16	35764		08/25/2016	481	1,022,337.89
NOBLE AMERICAS GAS & POWER	056.5600.500160	9,260.00	Natural Gas 07/16	05UEM		08/25/2016	482	9,260.00
INC OCCIDENTAL ENERGY MARKETIN	056.5600.500160	64,932.17	Natural Gas 07/16	4113388		08/25/2016	483	64,932.17
LLC PACIFIC SUMMIT ENERGY	056.5600.500160	98,085.00	Natural Gas 07/16	213190		08/25/2016	484	98,085.00
LP SEQUENT ENERGY MANAGEMENT	056.5600.500160	146,313.57	Natural Gas 07/16	25116432		08/25/2016	485	146,313.57
BP ENERGY COMPANY	056.5600.500160	18,430.00	Natural Gas 07/16	1409113		08/25/2016	486	18,430.00

**CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 208
 SEPTEMBER 6, 2016**

WIRES

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
THE GAS COMPANY	056.5600.550022	91,406.38	Transmission Charges 07/16	080916			487	
						08/26/2016		91,406.38
						TOTAL WIRES		\$ 1,680,175.91

CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 208
SEPTEMBER 6, 2016

EARLY CHECKS

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
RW LYALL & COMPANY, INC	056.5600.590000	724.47	Pipe Materials~	122721	056.0000412		1454	
	056.5600.590000	1,983.51	Pipe Materials~	122794	056.0000412		1454	
	056.5600.590000	1,479.16	Pipe Materials~	122953	056.0000343		1454	
						08/09/2016		4,187.14
SMARDAN SUPPLY CO	056.5600.590000	71.54	Pipe & Fittings~	S2866093001	056.0000347		1455	
						08/09/2016		71.54
INC ZUMAR INDUSTRIES	056.5600.520000	1,850.00	SPECIAL 1003 4T~	165856	056.0000398		1456	
	056.5600.520000	233.60	SPECIAL 4824 8050~	165856	056.0000398		1456	
	056.5600.520000	722.48	SPECIAL 18S 8P50~	165856	056.0000398		1456	
	056.5600.520000	262.80	SPECIAL 12S 8050~	165856	056.0000398		1456	
	056.5600.520000	262.80	SPECIAL 2418 8050~	165856	056.0000398		1456	
	056.5600.520000	299.85	Sales Tax	165856			1456	
						08/09/2016		3,631.53
HOME DEPOT CREDIT SERVICES	056.5600.520000	120.08	Building Supplies~	062816_MULTIPLE	056.0000349		1457	
						08/23/2016		120.08
THE GAS COMPANY	056.5600.560000	22.88	Period 07/13 - 08/11	081516(3)			1458	
						08/23/2016		22.88
INC INTERSTATE GAS SERVICES	056.5600.596200	6,086.01	Natural Gas Consulting	7021327			1459	
						08/25/2016		6,086.01
P&F DISTRIBUTORS	056.5600.590000	1,125.00	Pipe Gas Coil 2" x 250~	106783IN	056.0000419		1460	
	056.5600.590000	804.00	Tap Tee HVSTT, 6" x 2"~	106783IN	056.0000419		1460	

CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 208
SEPTEMBER 6, 2016

EARLY CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
P&F DISTRIBUTORS	056.5600.590000	60.00	Coupling EF, 2"~	106783IN	056.0000419		1460	
	056.5600.590000	350.00	Freight	106783IN	056.0000419		1460	
	056.5600.590000	179.02	Sales Tax	106783IN			1460	
						08/25/2016		2,518.02
						TOTAL EARLY CHECKS	\$	16,637.20

CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 208
 SEPTEMBER 6, 2016

PRINTED CHECKS

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
AIR RESOURCES BOARD	056.5600.500230	26,715.00	Implementation Fee Regulation	INVC16271		1461	
	056.5600.500230	987.00	Implementation Fee Regulation	INVC116264		1461	
							27,702.00
UNDERGROUND SERVICE ALERT	056.5600.596200	99.00	New Ticket Charges	720160785		1462	
							99.00
TOTAL PRINTED CHECKS						\$	27,801.00

**CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 208
 SEPTEMBER 6, 2016**

RECAP BY FUND

<u>FUND</u>	<u>WIRE TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>PRINTED CHECK TOTAL</u>	<u>TOTAL</u>
056 - NATURAL GAS	\$ 1,680,175.91	\$ 16,637.20	\$ 27,801.00	\$ 1,724,614.11
GRAND TOTAL	\$ 1,680,175.91	\$ 16,637.20	\$ 27,801.00	\$ 1,724,614.11

TOTAL CHECKS TO BE PRINTED 2



RECEIVED

AUG 31 2016

CITY CLERK'S OFFICE

STAFF REPORT CITY ADMINISTRATION

DATE: September 6, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino Jr., City Administrator *CF 8-31-16*
Originator: Lilia Hernandez, Executive Assistant to the City Administrator

RE: Report on FY 2016/2017 Docket I Grants Awarded by Vernon CommUNITY Fund Grant Committee

Recommendation

- A. Receive and file this report as it is being provided for informational purposes only pursuant to Section 2.167(e) of the Vernon Municipal Code.

Background

On August 17, 2016, the Vernon CommUNITY Fund Grant Committee (Grant Committee) held its first grant award meeting for the 2016/2017 Fiscal Year. There were three grant applications on the first docket (listed below) and all three were approved by the Grant Committee at the amounts and terms recommended:

Applicant	Original Amount Requested	Amount Recommended	Proposed Term
Southeast Community Development Corporation	\$50,000	\$50,000	1 year
Libros Shmibros	\$50,000/2 years	\$15,000	1 year
Southeast Churches Services Center	\$50,000	\$50,000	1 year
Total	\$150,000	\$115,000	

Section 2.167(e) of the Vernon Municipal Code requires the Grant Committee Executive Director (City Administrator) to provide the City Council a report of the grant related actions taken by the Grant Committee within 30 days of any regular meeting and within 15 days of any special meeting at which grants are awarded.

Fiscal Impact

The total recommended grant award amount of \$115,000 is included in the 2016/2017 City Budget and is within the recommended quarterly allocation of approximately \$197,500 for this fiscal year.

Attachment(s)

None.



RECEIVED

SEP 01 2016

CITY CLERK'S OFFICE

STAFF REPORT

CITY ADMINISTRATION – IT DIVISION

DATE: September 6, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino, Jr., City Administrator *CF/DF*
Originator: Ernesto Smith, Information Technology Manager *ES. 9/1/2016*

RE: Approval of a new Enterprise License Agreement (ELA) with Microsoft

Recommendation

- A. Find that the approval of the proposed agreement with Microsoft is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378.
- B. Approve a new Enterprise License Agreement (ELA) with Microsoft in substantially the same form as attached herewith, in an amount not to exceed \$173,612.10 for a period of three years from October 1, 2016 through September 30, 2019.

Background

The Information Technology Division is responsible for citywide information technology operations and support services in several key areas: applications, enterprise computing, Geographic Information Systems (GIS), network and wireless, program and project management, telecommunications, phone and field support. At the core of the IT operations is a host of applications and products that is used by every employee of the City. Many of those capabilities are provided by Microsoft. Microsoft products used by the City include: Exchange Server for all email services; Windows Server for all enterprise operating systems; and SQL Server for all application databases. Additionally, the Microsoft Windows desktop operating system is used by all employee desktops, and includes the full Microsoft Office Suite of products (Outlook, Word, Excel, PowerPoint, Access, and Visio).

On September 30, 2013 the City Council approved an Enterprise License Agreement (ELA) with Microsoft, for a coverage period of three years from September 30, 2013 thru September 30, 2016. With the upcoming expiration of the current agreement, staff is seeking approval to enter into a new Enterprise License Agreement (ELA) with Microsoft for a period of three years. The coverage period would be from October 1, 2016 through September 30, 2019.

Microsoft software is provided by third party vendors and cannot be acquired through Microsoft directly. The County of Riverside issued a Request for Proposals and selected Insight Public Sector as the company with the most competitive pricing and best-suited to provide Microsoft software licenses, software license upgrades, and license tracking services. Under the terms of the RFP and resulting contract, similar pricing is also offered to other government agencies in the State of California. Staff recommends that Vernon contract with Insight Public Sector based upon the terms and conditions offered to the County of Riverside (Contract ID RIVCO-20800-007-12/16). Pursuant to Section 2.17.12(A)(5) of the Vernon Municipal Code, the agreements with Microsoft requested herein are exempt from competitive bidding and competitive selection as the Microsoft Contract is a piggyback on the County of Riverside's agreement with Microsoft.

Benefits to the City's enrollment in an Enterprise License Agreement with Microsoft are noted below:

- Upgrade rights to future versions of licensed software
- Enhanced licensing rights (SQL active-passive failover rights)
- Microsoft Office Home Use Program (Office available to City employees for \$9.99 each, versus purchasing for retail price of \$399.99)
- E-Learning Applications/Servers/Systems (free web-based training for all employees on Microsoft products)
- Thirty (30) SA Training Vouchers (about \$10,000 in vouchers for I.T. staff to attend on-site classroom trainings at various learning centers for Microsoft technologies)
- A paid deployment planning workshop (on particular Microsoft server products, such as Exchange or SQL server deployments)
- Three-year price protection against price increases
- Free web-based/e-mail technical support on the Microsoft server products covered by EA
- 24/7 Problem Resolution Support - Phone

Additionally, Section 2.17.02(A) of the Vernon Municipal Code requires City Council approval for all contracts with a total value over the lifetime of the contract exceeding \$100,000. As outlined in the fiscal impact section below, the total value over the lifetime of the agreement with Microsoft exceeds said amount.

The attached Enterprise Agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact

The approximate cost is \$57,870.70 per year for three years for a total amount not-to-exceed \$173,612.10. The annual fee for fiscal year 2016-2017 was budgeted for in the Information Technology Division 2016-2017 budget and will be included in the budget for the following two fiscal years.

Attachment(s)

1. County of Riverside Microsoft Enterprise Agreement with Insight Public Sector, Inc.
2. Microsoft Enterprise License Agreement Renewal Quote w/ Insight Public Sector, Inc.
3. Microsoft Enterprise License Agreement

CONTRACT

County of Riverside

Dispatch via Print

Vendor ID 0000044732
 Insight Public Sector Inc
 PO Box 713096
 Columbus OH 43271-3096
 USA

Contract ID		Page	
RIVCO-20800-007-12/16		1 of 5	
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

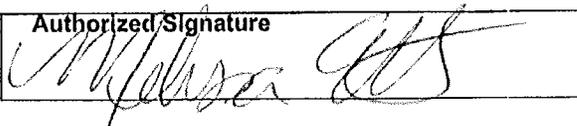
Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		CORE CAL/Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEM##/SKU) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:		PO Date PO Date Current Order Quantity			
2		CORE CAL/User-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (ITEM DESCRIPTION AND ITEM##/SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:		PO Date PO Date Current Order Quantity			
3		ECAL/Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (ITEM DESCRIPTION AND ITEM##/SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00
	Pricing Agreement:	Pricing Date: Pricing Quantity: Quantity Type:		PO Date PO Date Current Order Quantity			
4		ECAL/User-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (ITEM DESCRIPTION AND ITEM##/SKU MUST BE ENTERED) OPTIONAL 3 OR 5 YEAR MUST BE REFERENCED	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

County of Riverside
USA

Dispatch via Print

Vendor ID 000044732
Insight Public Sector Inc
PO Box 713096
Columbus OH 43271-3096
USA

Contract ID RIVCO-20800-007-12/16		Page 2 of 5	
Contract Dates 11/10/2015 to 12/31/2016	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: MS Enterprise Agreement FINAL		Contract Maximum 7,700,000.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
		Pricing Agreement:					
		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
5		ADDITIONAL PRODUCTS (DESKTOP)-Device-Computer software: Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU) OPTIONAL 3 OR 5 YEAR?	EA	1.00	0.00	0.00	0.00
		Pricing Agreement:					
		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
6		ADDITIONAL PRODUCTS (SERVERS)-Device-Computer software:Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU) 3 or 5 YEARS?	EA	1.00	0.00	0.00	0.00
		Pricing Agreement:					
		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
7		OFFICE 365 SUBSCRIPTION - Microsoft Enterprise Agreement software licenses for Riverside County & surrounding Government Agencies within CA. (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00
		Pricing Agreement:					
		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				
8	RI20800-00011	AZURE SUBSCRIPTION SERVICES Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature


CONTRACT

County of Riverside
USA

Dispatch via Print

Vendor ID 0000044732
Insight Public Sector Inc
PO Box 713096
Columbus OH 43271-3096
USA

Contract ID RIVCO-20800-007-12/16		Page 3 of 5	
Contract Dates 11/10/2015 to 12/31/2016	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: MS Enterprise Agreement FINAL		Contract Maximum 7,700,000.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
		Pricing Agreement:	Pricing Date:	PO Date			
			Pricing Quantity:	PO Date			
			Quantity Type:	Current Order Quantity			
9	R120800-00012	OTHER SUBSCRIPTION SERVICES Microsoft Enterprise Agreement software licenses for Riverside County ad surrounding Government Agencies within California (INSERT PRODUCT DESCRIPTION AND ITEMS#/SKU)	EA	1.00	0.00	0.00	0.00
		Pricing Agreement:	Pricing Date:	PO Date			
			Pricing Quantity:	PO Date			
			Quantity Type:	Current Order Quantity			

INSIGHT PUBLIC SECTOR IS THE COUNTY OF RIVERSIDE'S MAIN LARS FOR ALL MICROSOFT EA PRODUCTS (PREMIER SERVICES GO THROUGH MS DIRECT FOR PREMIER SUPPORT - USE RIVCO-91800-001-12/15).

PER AMENDMENT #1

Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date of May 12, 2014.

PRICING OPTION#1 (EXISTING ENROLLMENTS PRIOR TO MAY 12, 2014)

County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of the Effective Date of 11/08/2011.

=====
Increase contract to \$7.7Mil - Approved on BOS #3-85 on 9/9/2014
=====

Applications: Added at Signing -2.50%
Applications: True-Ups 0.00%
Systems: Added at Signing -2.50%
Systems: True-Ups 0.00%
Servers: Added at Signing -2.50%
Servers: True-Ups 0.00%
New Additional Products (Non-Specific): Added at Signing -2.50%
New Additional Products (Non-Specific): True-Ups 0.00%

PRICING OPTION#2 (NEW ENROLLMENTS AFTER MAY 12, 2014)

County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date of May 12, 2014.

Applications: Added at Signing 0.00%
Applications: True-Ups 0.00%
Systems: Added at Signing 0.00%
Systems: True-Ups 0.00%
Servers: Added at Signing 0.00%
Servers: True-Ups 0.00%
New Additional Products (Non-Specific): Added at Signing 0.00%
New Additional Products (Non-Specific): True-Ups 0.00%

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Updated

CONTRACT

County of Riverside
USA

Dispatch via Print

Vendor ID 0000044732
Insight Public Sector Inc
PO Box 713096
Columbus OH 43271-3096
USA

Contract ID RIVCO-20800-007-12/16		Page 4 of 5	
Contract Dates 11/10/2015 to 12/31/2016	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: MS Enterprise Agreement FINAL		Contract Maximum 7,700,000.00	

Tax Exempt? **N** Tax Exempt ID:

PRICING IS BASE ON MS LISTED (LEVEL D-7.5) AND INSIGHT MARKDOWN OF 0.0%.

Reference Microsoft Master Agreement Number 01E73134

All terms, conditions, and specification of RFQ#PUARC-1200 are hereby included with full force and like effect as if set forth herein.

PAYMENT TERMS -Net 30 For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later. Insight will provide County with PO due dates for true-up and annual payments as required.

In the event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

The County reserves the right to cancel the unexpended balance of this order at any time.

Period of Performance: From January 1, 2016 through December 31, 2016
Annual Payments are prepaid, contract is opened in November to allow PO's to be linked and processed as of January 1. True-up payments will be reconciled in November 2016 to bring accounts current for expenditures throughout the period of performance.
Final year - end date of December 31, 2016

Not to Exceed: Maximum contract amount \$ 7,700,000.00
Original Board approval date: #3.27 on November 8, 2011

Insight Contact Information:

Insight Public Sector
Peter Lonson
6820 S Harl Ave., Tempe AZ 85283
Cell: 602.388.2254
Fax: 480.760.6821
Peter.lonson@insight.com
and/or
Stacy Collins
Sales Support Representative
t. 800.467.4448 ext. 5387 | f. 480.760.7164
Email: scollin2@insight.com

MICROSOFT Representative Contact Information:

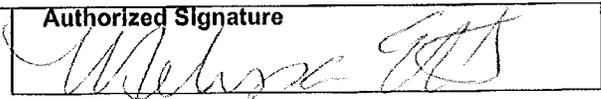
Microsoft Corp.
Mark Starr
3 Park Plaza, Suite 1800
Irvine, CA 92614
909-915-5411 office
mstarr@microsoft.com

All purchase orders made under this agreement shall be submitted to RCIT (Jenifer Rutherford at RCIT-SoftwareMaint@RivcoI.T.org). All County departments are required to report spending against this agreement to RCIT to ensure the County does not exceed the BOS approved total amount.

COUNTY DEPARTMENTS: All purchase orders made under this agreement shall be submitted to RCIT (Jenifer Rutherford at RCIT-SoftwareMaint@RivcoI.T.org). All County departments are required to report spending against this agreement to RCIT to ensure the County does not exceed the BOS approved total amount.

At this time, the enrollments for the following departments have been consolidated into one. If your department is on this list, RCIT will process the purchase order and JV the department. Please submit your request to: RCIT-SoftwareMaint@RivcoI.T.org

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature


CONTRACT

County of Riverside
USA

Dispatch via Print

Vendor ID 0000044732
Insight Public Sector Inc
PO Box 713096
Columbus OH 43271-3096
USA

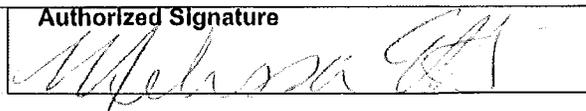
Contract ID			Page
RIVCO-20800-007-12/16			5 of 5
Contract Dates	Currency	Rate Type	Rate Date
11/10/2015 to 12/31/2016	USD	CRRNT	PO Date
Description:		Contract Maximum	
MS Enterprise Agreement FINAL		7,700,000.00	

Tax Exempt? N Tax Exempt ID:

=====
Melissa Etter, Procurement Contract Specialist
County of Riverside Purchasing
Information Technology Liaison
3450 14th Street, Riverside CA 92501
Desk (951) 955-7731
Email: MEtter@co.riverside.ca.us

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature





AMENDMENT # 1
to
Contract ID RIVCO-20800-007-12/14

This Amendment No. 1 ("Amendment") to contract RIVCO-20800-007-12/14 (the "Contract"), by and between **Insight Public Sector, Inc.**, an Illinois corporation with offices at 6820 South Hari Avenue, Tempe, AZ 85283 ("Insight") and the **County of Riverside, CA** is made and entered into as of May 12, 2014 ("Amendment Effective Date"). All terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

RECITALS

- A. On November 8, 2011, Insight was awarded the Contract incorporating all the terms, conditions, and specifications of RFQ #PUARC-1200 (the "RFQ") to act as a Large Account Reseller ("LAR") for the provision of Microsoft Enterprise Licenses ("Enterprise Agreements" or "EAs") for the California County Information Services Directors Association (CCISDA) and the Municipal Information Systems Association (MISAC) of California, as well as every political entity, special district, and related non-profits entities in Riverside County (collectively, "County Entities") and all other government agencies within the State of California ("other State agencies");
- B. Subsequent to contract award, changes in Microsoft EA program requirements have materially affected EA license pricing and discounts to all EA license customers, thereby affecting Insight's profit margin under the Contract;
- C. In order for Insight to continue to provide LAR services to CCISDA/MISAC members, County Entities, and other State agencies at the net dollar amount of profit as allowed under Section 12.2 of the RFQ, Insight desires to amend certain previously quoted rates for the remainder of the term of the Contract; and
- D. The parties may amend the Contract by a mutual written agreement in accordance with Section 9.0, County of Riverside General Conditions;

THEREFORE, in consideration of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the undersigned parties agree as follows:

TERMS

- 1. As of the Amendment Effective Date, the cost plus pricing rate will change for Microsoft EA programs entered into by County Entities, CCISDA/MISAC members, and other State agencies who enroll in a Microsoft EA program for the first time after the Amendment Effective Date. The rates for current EA customers (existing customers under the Agreement) will remain at the originally agreed upon rate for EA enrollment and True-ups. The rates for all EA customers, existing and new enrollees, for the remainder of the Contract term are indicated in the attached Fee Schedule 1, which is incorporated into the Contract.
- 2. In accordance with item 1 above and notwithstanding Section 21.0 of the County of Riverside General Conditions, as of the Amendment Effective Date, pricing to County Entities will differ but only if a County Entity enrolled into the EA program after the Amendment Effective Date and then only to the

extent necessary for Insight's profit margin for EA enrollments to remain consistent with that originally agreed upon by the parties.

3. For purposes of this Amendment, Recital B above, which is public knowledge, is considered sufficient written proof of cost increase to satisfy Section 12.2 of the RFQ.

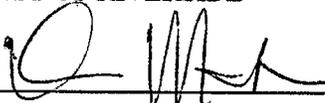
4. This Amendment shall become part of and subject to the terms and conditions of the Contract which, except as modified herein, remains unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the Contract, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives.

INSIGHT PUBLIC SECTOR, INC.

COUNTY OF RIVERSIDE

By: 

By: 

Name: Brian Hicks

Name: INES MARK

Title: SVP - Profitability

Title: PROCUREMENT CONTRACT SPECIALIST

Date: 5-12-14

Date: 5-12-14

FEE SCHEDULE 1

Microsoft Enterprise Agreement

Contract ID: RIVCO-20800-007-12/14

License Period of Performance: From May 12, 2014 through December 31, 2017

Reference Microsoft Master Agreement Number 01E73134

1. Pricing for EA enrollments are based on a Cost plus markup percentage, which will be effective as of the Amendment Effective Date.

Item Name	County Entities, CCISDA/MISAC members, and other State agencies already enrolled in a Microsoft EA as of Amendment Effective Date	County Entities, CCISDA/MISAC members, and other State agencies that enroll in a Microsoft EA after the Amendment Effective Date
Applications: Added at Signing	-2.50%	0.00%
Applications: True-Ups	0.00%	0.00%
Systems: Added at Signing	-2.50%	0.00%
Systems: True-Ups	0.00%	0.00%
Servers: Added at Signing	-2.50%	0.00%
Servers: True-Ups	0.00%	0.00%
New Additional Products (Non-Specific): Added at Signing	-2.50%	0.00%
New Additional Products (Non-Specific): True-Ups	0.00%	0.00%

Microsoft Master Agreement Number 01E73134

RFQ#PUARC-1200

BOS Agenda # & Date: 3.27 dated 11/8/11

Enterprise Agreement Amendment ID CTX-

000-dmills-s-1145

For the purposes of this Amendment, "Riverside County" is the entity which entered into the Enterprise Agreement amended hereby (the "Enterprise Agreement") to include these terms, and "DGS" is the California Department of General Services, which is also executing this Amendment on behalf of the Eligible State Entities, as defined below. Notwithstanding anything to the contrary or in addition to any terms in the Agreement, the Enrollment is amended as follows:

1. **Additional definitions.** Solely as it pertains to this Amendment, the following additional defined terms shall apply:

"Eligible State Entity" means each of the California State entities shown in Attachment 3, which the parties agree may be amended from time to time, in order to accommodate reorganization of the State government.

"Key Microsoft Services" means Office 365 Services. The parties agree that additional categories of Microsoft Online Services shown may be added by written amendment, in the event that the parties mutually agree to add additional product families.

The parties acknowledge that, as of the date this Amendment was executed by the parties, Microsoft is able to offer special "Government Cloud" versions of the Key Microsoft Services. Unless stated otherwise in this Amendment (including the documents in the Appendices and Attachments hereto), all other terms and conditions applicable to Key Microsoft Services shall also apply to their equivalent Government Cloud versions.

In addition to the above defined terms, additional terms are defined in each of the documents incorporated as set forth in Section 2, below. Capitalized terms used but not defined in this Amendment will have the meanings provided in the Enterprise Agreement.

"Office 365 Services" means

1. Exchange Online, Exchange Online Archiving, SharePoint Online, OneDrive for Business, Lync Online, and Office Online included in Office 365 Enterprise Plans E1, E2, E3, E4, K1 and K2; and
2. Exchange Online Plans 1, 2, Basic and Kiosk; SharePoint Online Plans 1, 2 and Kiosk; OneDrive for Business, Office Online Plans 1 and 2; and Lync Online Plans 1, 2 and 3.

Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or Yammer service or a service branded "for Office 365."

"Statement of Work," when used in this Amendment, shall mean the Microsoft Enterprise Enrollment or Microsoft Enterprise Subscription Enrollment pursuant to which Key Microsoft Services are ordered by Eligible State Entities.

2. **Amendment.** Solely as it pertains to Key Microsoft Services purchased under Enrollments executed by Eligible State Entities, the Enterprise Agreement is hereby amended to incorporate each of the following documents:
 - a. **"General Provisions" which are the California General Provisions – Information Technology (GPSD-401IT)** revised 09/30/2015, specific for the Provision of Key Microsoft Services, and attached hereto as Appendix A.
 - b. **"Special Provisions" which are the California Cloud Computing Services Special Provisions (Software as a Service)**, revised 10/28/2015, specific for the Provision of Key Microsoft Services, and attached hereto as Appendix B.
 - c. **"MS SLA" which is the Microsoft Service Level Agreement, dated October, 2015, and which is incorporated into Appendix B according to its terms and conditions and attached hereto as Attachment 1**
 - d. **"MS OST" which is the Microsoft Online Services Terms, dated October, 2015, and which is incorporated into Appendix B according to its terms and conditions and attached hereto as Attachment 2.**

e. The list of Eligible State Entities, attached hereto as Attachment 3.

As an exception to the foregoing, Microsoft shall not be bound by Sections of the General Provisions and Special Provisions marked therein as applicable only to resellers.

3. Order of precedence.

The Parties agree that, as it pertains to this Amendment, Section 11 of the General Provisions ("Order of Precedence") shall be replaced in its entirety by this Section 3.

In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority:

- (1) Sections 2 and 3 of this Amendment;
- (2) The General Provisions;
- (3) The Special Provisions (including the MS SLA and MS OST)
- (4) The Enterprise Agreement, and all other applicable amendments thereto
- (5) Any Enrollment
- (6) The Product List

In the event that the State purchases any Microsoft Online Service that is introduced by Microsoft and not otherwise included in the MS SLA and/or MS OST attached hereto, then the then-current Microsoft Service Level Agreement and/or Microsoft Online Services Terms shall apply to such newly-introduced service, unless otherwise agreed upon in writing by the parties in a subsequent amendment.

Remainder of page intentionally left blank.

Signature Page

RIVERSIDE COUNTY	MICROSOFT CORPORATION	CALIFORNIA DEPARTMENT OF GENERAL SERVICES ("DGS")
Address: 2980 Washington St. Riverside, CA 92504	Address: 6100 Neil Road, Suite 210 Reno, NV 89511-1137 Dept. 551, Volume Licensing	Address: 707 3rd Street West Sacramento, CA 95605
USA	USA	USA
Sign:	Sign:	Sign:
Print Name: Melissa Etter	Print Name:	Print name: Steven Kobayashi
Print Title: Procurement Contracts Specialist	Print Title:	Print Title: Program Manager
Signature Date:	Signature Date:	Signature Date:

Remainder of page intentionally left blank

Appendix A – General Provisions

California General Provisions – Information Technology (GPSD-401IT) revised 09/30/2015

Specific for the Provision of Key Microsoft Services

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Eligible State Entity"** means each of the California State entities shown in the table in Attachment 3, which the parties agree may be amended as needed from time to time in order to accommodate reorganization of the State government:
 - q) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).

- r) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- s) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- t) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- u) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- v) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- w) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- x) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- y) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- z) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- aa) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- bb) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- cc) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- dd) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- ee) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ff) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- gg) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- hh) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- ii) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- jj) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- kk) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

- mm) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- nn) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all statutes of the United States and the State of California applicable to protection of data or Personally Identifiable information as defined in the National Institute of Standards and Technology Special Publication 800-122 or any successor Publication, and all statutes applicable to it as a corporation generally. The Contractor agrees to defend and hold harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services. For purposes of this contract, the State has determined that this provision only applies to Resellers of Microsoft Products and Services and not to Microsoft. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products. Contractor shall review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT (THIS SECTION APPLIES TO RESELLERS ONLY): This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

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18. WARRANTY:

a) Limited Warranty for Online Services. Microsoft warrants that:

1. Online Services will perform in accordance with the applicable Service Level Agreement; and
2. All Customer Support for Online Services will be performed with professional care and skill.

Such Limited Warranty will be for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement. This Limited Warranty is subject to the following limitations:

- (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Online Services Terms, or resulting from events beyond Microsoft's reasonable control;
- (iii) the limited warranty does not apply to components of software Products that Enrolled Affiliate is permitted to redistribute;
- (iv) the limited warranty does not apply to free, trial, pre-release, or beta Online Services; and
- (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

Remedies for breach of limited warranty. If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

b) For Office 365 Services, Dynamics CRM Online Services, Microsoft Azure Core Services and Windows Intune Online Services, Microsoft shall apply anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Microsoft applies to its own internal corporate electronic data of like character."

c) Unless otherwise specified in the Statement of Work:

- (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
- (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

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19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

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21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days, unless the Statement of Work calls for a different period.
- c) **THIS SECTION LEFT INTENTIONALLY BLANK**
 - d) **THIS SECTION LEFT INTENTIONALLY BLANK**
 - e) **THIS SECTION LEFT INTENTIONALLY BLANK**
 - f) **THIS SECTION LEFT INTENTIONALLY BLANK**
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT (THIS SECTION APPLIES TO RESELLERS ONLY):

- a) **THIS SECTION LEFT INTENTIONALLY BLANK**
- b) **THIS SECTION LEFT INTENTIONALLY BLANK**
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

Collective limitation of liability for State Agencies purchasing Core Online Services. Solely for purchases by State Entities of Office 365 Services, Dynamics CRM Online Services, Azure Services, and Intune Services (collectively, "Core Online Services," each as defined in the OST), Section 13 of the Microsoft Enterprise Agreement ("Limitation of Liability"), shall not apply. The limitation of liability for Core Online Services shall be governed by this Section:

- a) The following additional definitions shall apply to this Section 26:
 "Collective Aggregate Annual Purchase Value" means, as of the day it is calculated with respect to an event giving rise to a claim, { (X) minus (Y) }, where:
 (X) equals the then-current sum of the amounts paid in aggregate by all State Entities for all Products under their Enterprise Enrollments during the previous 12 calendar months; and
 (Y) equals the then-current sum of all payments made by Microsoft to DGS, on behalf of State Entities, for direct damages for which DGS' claim was related to the Core Online services.
 "DGS" means the California Department of General Services.
- b) Applicability of this Section. Based upon DGS' execution of this Amendment, all Enrolled Affiliates which are Eligible State Entities agree that the terms and conditions of this Section <> supersede the terms and conditions of Section 13 of the Enterprise Agreement, solely for their purchases of Core Online Services. DGS represents that it is able to bind all Eligible State Entities to these terms, and agrees to do so upon its execution of this Amendment.
- c) Eligible State Entities' delegation of collection authority to DGS.
 Microsoft will not pay any amount directly to an Eligible State Entity for damages which arise in conjunction with such Eligible State Entity's purchase or use of Core Online Services, and will instead (subject to the terms and conditions of this Section 26) pay any such amount to DGS on behalf of the Eligible State Entity.

(i) By purchasing Core Services under their Enrollments, all Eligible State Entities agree to delegate to DGS their collection of payments from Microsoft for damages related to Core Online Services, for which Microsoft is responsible, and agree that they will not be entitled to receive payment of any such damages directly by Microsoft.

(ii) DGS agrees to collect all payments from Microsoft for damages related to Eligible State Entities' use of Core Online Services, and to disburse such damages to all applicable Eligible State Entities.

In the event that a dispute regarding Core Online Services arises between an Eligible State Entity and Microsoft with regard to the terms and conditions of this Section 26 (and its applicable Subsections including this Section (c)), DGS will work on behalf of such Eligible State Entity to resolve such dispute with Microsoft. For clarity, disputes pertaining to Products other than Core Online Services are not subject to this Subsection (c).

d) "Limitation on liability. To the extent permitted by applicable law, each of the following shall apply:

(i) The aggregate liability of Microsoft and its Affiliates and contractors arising under this agreement, related to Core Online Services purchased by Eligible State Entities, is limited to direct damages up to the Collective Aggregate Annual Purchase Value.

(ii) The liability of each Eligible State Entity and its sublicensing Affiliates and contractors arising under this agreement, related to Core Online Services such Eligible State Entity purchases under its Enrollment, is limited to the amount paid by the Eligible State Entity for all Products under its Enrollment during the 12 months preceding the event giving rise to the liability.

(iii) In the case of Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000.

The aforementioned limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, to the extent permitted by applicable law, these monetary limitations will not apply to:

(i) "Microsoft's and Enrolled Affiliate's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) "liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(i) "liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's aggregate liability arising out of or in relation to Eligible State Entities' Customer Data stored in or processed by of Core Online Services shall in all cases be limited to the Collective Aggregate Annual Purchase Value;

(ii) "liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(iii) "violation by either party of the other party's intellectual property rights.

e) "EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

f) "Affiliates and Contractors. Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this agreement.

g) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

h) Limited reimbursement for mitigation costs. To the extent that a Security Incident results from Microsoft's failure to comply with its obligations under an Eligible State Entity's Enrollment, and subject to the limitations of liability applicable to the Core Online Services set forth above in this Section <>, Microsoft will reimburse DGS for Eligible State Entities' reasonable out-of-pocket remediation costs incurred by those Eligible State Entities in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected or required by law to be paid by California government entities, based on the nature and scope of the Security Incident, and (b) do not arise from or relate to the Eligible State Entities' violation of (i) laws applicable to Eligible State Entities or (ii)

Eligible State Entities' obligations to third parties, and (c) in no event include costs arising related to compliance with laws applicable to Eligible State Entities that are not generally applicable to information technology services providers. DGS must document all such expenditures made by applicable Eligible State Entities For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability above in this Section 26, and not as special damages excluded under the subsection titled "EXCLUSION OF CERTAIN DAMAGES."

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY (THIS SECTION APPLIES TO RESELLERS ONLY):

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION (THIS SECTION APPLIES TO RESELLERS ONLY): The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES (THIS SECTION APPLIES TO RESELLERS ONLY): Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE (THIS SECTION APPLIES TO RESELLERS ONLY): Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after:

- (i) the date of acceptance of Deliverables or performance of services; or
- (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES (THIS SECTION APPLIES TO RESELLERS ONLY): Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

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39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

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43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

Section 12 of the Microsoft Enterprise Agreement ("Defense of Infringement and Misappropriation Claims"), shall be amended and restated, solely for Online Services, as follows:

- a) Microsoft's agreement to protect. Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment or settlement to which Microsoft consents. This section provides Enrolled Affiliate's exclusive remedy for these claims.
- b) Limitations on defense obligation. Microsoft's obligations will not apply to the extent that the claim or award is based on:
 - i) Customer Data, code, or materials provided by Enrolled Affiliate as part of an Online Service;

- ii) Enrolled Affiliate's use of the Product or Fix after Microsoft notifies it to discontinue that use due to a third party claim;
- iii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process;
- iv) Damages attributable to the value of the use of a non-Microsoft product, data or business process;
- v) Modifications that Enrolled Affiliate makes to the Product or Fix;
- vi) Enrolled Affiliate's redistribution of the Product or Fix to, or its use for the benefit of, any unaffiliated third party, except as expressly permitted by the Product Use Rights;
- vii) Enrolled Affiliate's use of Microsoft's trademark(s) without express written consent to do so; or
- viii) any Trade Secret claim, where Enrolled Affiliate acquires the Trade Secret
 - (1) through improper means;
 - (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or
 - (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

Enrolled Affiliate will be responsible for any costs or damages that result from any of these actions.

c) Specific rights and remedies in case of infringement.

i) Microsoft's rights in addressing possible infringement. If Microsoft receives information concerning an infringement claim related to a Product or Fix, Microsoft may, at its expense and without obligation to do so, either:

- 1) procure for Enrolled Affiliate the right to continue to use the allegedly infringing Product or Fix; or
- 2) modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case Enrolled Affiliate will immediately cease use of the allegedly infringing Product or Fix after receiving notice from Microsoft.

(ii) Enrolled Affiliate's specific remedy in case of injunction. If, as a result of an infringement claim, Enrolled Affiliate's use of a Product or Fix that is made available by Microsoft for a fee is enjoined by a court of competent jurisdiction, Microsoft will, at its option:

- 5) procure the right to continue its use;
- 6) replace it with a functional equivalent;
- 7) modify it to make it non-infringing; or
- 8) refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the license or right to access the infringing Product or Fix.

d) Enrolled Affiliate's Responsibility. Enrolled Affiliate will be responsible for any costs or damages arising from any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or
- (ii) arise from Enrolled Affiliate's or its end user's violation of the Product Use Rights or these Additional Use Right and Restrictions.

Enrolled Affiliate must pay the amount of any resulting adverse final judgment (or settlement to which Enrolled Affiliate consents).

e) Immunities of the State. Pursuant to Government Code section 815 et seq., the State of California has immunity for specific legal claims. The State does not waive any such immunities for purposes of this Agreement, including but not limited to paragraph 43. Further, any claim under paragraph 43 are subject to the claims presentation requirements of Government Code section 900 et seq. The State shall not be liable under this paragraph 43, or any other section of this Agreement, unless these prerequisites are satisfied.

f) Obligations of protected party. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the subsection titled "Enrolled Affiliate's Responsibility." To the extent permitted by applicable law, where Enrolled Affiliate y invokes its right to protection it must (1) give Microsoft sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. Microsoft will reimburse Enrolled Affiliate for reasonable out of pocket expenses that it incurs in providing assistance.

44. DISPUTES:

For disputes involving purchases made under this Agreement, to the extent permitted by applicable law, the Department of General Services, Procurement Division ("DGS") shall act on behalf of the State party or entity involved with the dispute. DGS in cooperation with the State party or entity involved with the dispute shall seek to resolve the dispute with Contractor on behalf of the State party or entity. The Contractor and DGS shall deal in good faith and attempt to resolve potential disputes informally through face-to-face negotiations with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal

proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. Notwithstanding the existence of a dispute under, related to or involving this Contract, the parties shall continue without delay to carry out all of their responsibilities, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract that are not affected by the dispute shall be considered a material breach of this Contract

45. THIS SECTION LEFT INTENTIONALLY BLANK

46. EXAMINATION AND AUDIT (THIS SECTION APPLIES TO RESELLERS ONLY): The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. THIS SECTION LEFT INTENTIONALLY BLANK

48. PRIORITY HIRING CONSIDERATIONS (THIS SECTIONS APPLIES TO RESELLERS ONLY): If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the

National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICANS WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

62. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A

person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

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Appendix B – Special Provisions

Cloud Computing Services Special Provisions (Software as a Service), revised 10/28/2015

Specific for the Provision of Key Microsoft Services

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1**

1. Definitions

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Customer Data"** means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate through its use of the Online Services. All references to "Data" in these Special Provisions shall be deemed to mean Customer Data.
- e) **"Security Incident"** means any unlawful access, use, theft or destruction to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in use, theft, loss, disclosure, alteration or destruction of Customer Data.
- f) **THIS SECTION LEFT INTENTIONALLY BLANK.**
- g) **THIS SECTION LEFT INTENTIONALLY BLANK.**

Terms

2. SaaS AVAILABILITY: Provisions pertaining to the availability of Microsoft's SaaS offerings are set forth in the Microsoft Service Level Agreement (MS SLA), dated October, 2015 and the Microsoft Online Service Terms (MS OST), dated October, 2015, attached hereafter as Attachment 1 and Attachment 2, respectively. The State reserves the right to adopt and incorporate future versions published by Microsoft, if preferable.

3. DATA AVAILABILITY:

Provisions pertaining to the availability of Data are set forth in the MS SLA, dated October, 2015 and the MS OST, dated October, 2015. The State reserves the right to adopt and incorporate future versions published by Microsoft, if preferable.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:

- 1) Contractor's security standards, tools, technologies and procedures are in compliance with the data security policy and standards set forth and agreed to in the OST and:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Microsoft agrees that, during the term of Enrolled Affiliate's subscription for Office 365 for Government, Microsoft will maintain compliance with the NIST Special Publication 800-53 Revision 4 Moderate-Impact System Baseline or its successor.
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974 as applicable;

2) THIS SECTION LEFT INTENTIONALLY BLANK

- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Customer Data from Security Incident, protect the Customer Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Customer Data.
- c) For the SaaS services included in the Data Processing Terms section of the OST, Contractor shall allow the State reasonable self-service access to security information, latency data, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State. The parties recognize that the type of self-service access and security data made available to the State may be subject to change.
- d) Contractor assumes responsibility for the security and confidentiality of the Customer Data under its control.
- e) No Customer Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Except as noted in the following sentence, for Microsoft Office 365 for Government, access to Customer Data from outside the continental United States, including access to Customer Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Security Officer. Microsoft Office 365 for Government 24x7 support staff outside the United States may access Customer Data, limited solely to the following: (1) names, email addresses and other contact information for the State's Tenant Administrators, and the State's domain names, will be made available to support staff; and (2) in some cases, State personnel who contact such support staff may remotely display their screens to the support staff. All other types of Customer Data will only be accessed solely by US Persons.

5. ENCRYPTION:

To whatever extent a form or use of encryption is required of Microsoft pursuant to any of the industry and Federal government standards committed by Microsoft in these Special Provisions and the MS OST, Microsoft will comply with such requirements.

As of October, 2015, for Exchange Online and SharePoint Online (part of Office 365) each encrypt Customer Data at rest using Microsoft BitLocker technology using cryptographic technology no less protective than that required by the FIPS 140-2 standard. Customer Data in transit between Microsoft datacenters shall be encrypted. Additionally, SharePoint documents are broken into multiple fragments, each of which is encrypted and stored in multiple places with multiple encryption keys. Subject to the terms and conditions of the preceding paragraph, implementation of encryption of Customer Data may change over time, but will not be materially less stringent than the foregoing.

6. DATA LOCATION: Notwithstanding any conflicting term in the Enrollment or any amendment, Microsoft will provide Office 365 for Government Services from data centers in the United States. In connection with the Office 365 for Government Services, storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site. In connection with the Dynamics CRM Online Services, storage of Customer Data at rest will be located in data centers only in the US.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Customer Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Customer Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to

confer any license or right to the Customer Data, including user tracking and exception Customer Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of **Customer Data by Contractor or third parties is prohibited**. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

Customer Data in Office 365 Services components Exchange Online and SharePoint Online, will be extractable by the State in its native format (e.g. Exchange PST files, document files in the then-current format stored by customer), using standard methods provided by the aforementioned component services, during the term of each subscription and for a 90-day "limited functionality" period following expiration (as set forth in the Online Services Terms).

Upon request by the State at least 30 days prior to expiration, and in the event that the State does not choose to renew its Enrollment and subscription for a longer term as provided in its Enrollment, Microsoft will make arrangements for the State to extend its Enrollment and paid subscription for the Office 365 Services, for a 90-day period, during which the service will retain its normal functionality.

9. Security Incident and SLA: Except as otherwise stated in this Section 9, Microsoft commits to the provisions of the MS OST and the MS SLA and provides applicable service credits in accordance with the MS SLA. Additionally, for Office 365 Services, Microsoft Intune Online Services, Microsoft Azure Core Services, and Microsoft Dynamics CRM Online Services, the following terms and conditions shall apply:

Subject to the requirement to register administrator contact information, as set forth in the following paragraph, if Microsoft becomes aware of a Security Incident, Microsoft will as soon as possible and no later than five (5) days after Microsoft determines that a security incident has occurred (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide the State with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Contractor shall reasonably cooperate fully with the State, its agents and law enforcement in accordance with Microsoft's security policies.

For each Online Service Tenant or Azure subscription, as applicable, as a condition of receiving notifications within 5 days, as set forth in the preceding paragraph, the State must register the following information by sending email to ols-notifications@microsoft.com, and must keep such information current at all times:

- 1) **Enrolled Affiliate's Microsoft Online Direct Routing Domain (MODRD);**
- 2) For one or more individual(s) to be contacted, each of whom must be registered as an administrator on the applicable Online Services, each of the following:
 - a. Name;
 - b. Title;
 - c. Email address registered as an administrator on the Online Services;
 - d. Email address not registered as a user on the Online Services;
- 3) Name of Enrolled Affiliate;
- 4) Enrollment number.

Microsoft expects to change the above process by which the Enrolled Affiliate for each tenant or subscription will be able to register their MODRD and other information for five-day Security Incident notification pursuant to these terms and conditions. In the event that an Enrolled Affiliate is notified by Microsoft, in the administrative console or otherwise, of revised instructions necessary to ensure five-day Security Incident notification, the Enrolled Affiliate must comply with such revised instructions.

Notification(s) of Security Incidents will be delivered to one or more of the State's administrators by any means Microsoft selects, including via email. It is the State's sole responsibility to ensure its administrators maintain accurate contact information on each applicable Online Services portal.

Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

The State must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Incident Response Process:

- "Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- "Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.
- "Service Monitoring: Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

Reimbursement of customer costs:

To the extent that a Security Incident results from Microsoft's failure to comply with its obligations under this Agreement, and subject to the limitations of liability set forth in this agreement, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" are costs that (a) are customary, reasonable and expected to be paid by companies in Customer's industry, given the nature and scope of the Security Incident, (b) do not arise from Customer's violation of (i) laws applicable to Customer or (ii) Customer's obligations to third parties, and (c) in no event include costs arising (i) related to any Payment Card Industry-regulated data (including data covered by the Payment Card Industry Data Security Standard) or (ii) related to compliance with laws applicable to Customer or Customer's industry that are not generally applicable to information technology services providers. Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Master Agreement, and not as special damages excluded under the "EXCLUSION OF CERTAIN DAMAGES" section of the Enterprise Agreement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY:

Part 1: Data retention guarantee for Office 365 Services:

Customer Data will be processed and retained intact for the duration of Customer's subscription (including data retention period defined in the Online Services Terms document), provided that the State does not take action to delete or remove Customer Data stored in the Office 365 Services, and subject to any online services limits as detailed on Office 365 service descriptions (e.g. maximum mailbox size), Consolidated Service Level Agreement, and other applicable services documentation published by Microsoft.

Part 2: Data Recovery Procedures applicable to Office 365 Services, Dynamics CRM Online Services, Windows Azure Core Services, and Windows Intune Online Services:

- On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered.
- Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.
- Microsoft has specific procedures in place governing access to copies of Customer Data.
- Microsoft reviews data recovery procedures at least every six months.
- Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
- In the event such Customer Data restoration activities are conducted and upon subsequent Customer request, Microsoft will make the forgoing information from such logs available to the State, provided that: i) information will be provided only where it can be extracted from system wide logging with commercially reasonable efforts; ii) Microsoft shall not be subject to an urgent timeframe for completion of the request (except as may be required by applicable law); and iii) any information in such logs which pertains to other Microsoft

customers and their data, or would compromise the security of the Office 365 Services, will be withheld. For clarity, "data restoration efforts" does not include automated Customer Data recovery processes such as when one of Microsoft's datacenters is activated upon failure of another.

11. EXAMINATION AND AUDIT: Examination and Audit is **outlined** within the MS OST, dated October, 2015, attached hereafter as Attachment 2. The State reserves the right to adopt and incorporate future versions published by Microsoft if preferable.

12. DISCOVERY: Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (4) as required by law. Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data (such as requests from Customer's end users), Microsoft will promptly notify Customer unless prohibited by law. If Microsoft is not required by law to disclose the Customer Data, Microsoft will reject the request. If the request is valid and Microsoft could be compelled to disclose the requested information, Microsoft will attempt to redirect the third party to request the Customer Data from Customer.

Except as Customer directs, Microsoft will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if Microsoft is aware that such data is used for purposes other than those stated in the request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

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Introduction

About this Document

This Service Level Agreement for Microsoft Online Services (this "SLA") is a part of your Microsoft volume licensing agreement (the "Agreement"). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Microsoft Online Services listed herein (a "Service" or the "Services"), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <http://www.microsoftvolumelicensing.com/SLA>.

Prior Versions of this Document

This SLA provides information on Services currently available. Earlier versions of this document are available at <http://www.microsoftvolumelicensing.com>. To find the needed version, a customer may contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to this SLA. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions	Deletions
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Microsoft Azure Services

App Service: The name of App Service – Web Apps has been changed to App Service.

General Terms

Definitions

"Applicable Monthly Period" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"Applicable Monthly Service Fees" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" is defined for each Service in the Services Specific Terms below. Except for Microsoft Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

"Error Code" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Management Portal" means the web interface, provided by Microsoft, through which customers may manage the Service.

"Scheduled Downtime" means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

"Service Resource" means an individual resource available for use within a Service.

"Success Code" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"Support Window" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for Microsoft to consider a claim, you must submit the claim to customer support at Microsoft Corporation including all information necessary for Microsoft to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected

Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the billing month. If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. For licenses reserved, but not paid for, at the time of the Incident.

Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, and Services in an Office 365 Small Business Premium suite purchased in the form of a product key are not eligible for Service Credits based on service fees. For these Services, any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees, and any references to **"Applicable Monthly Service Fees"** is deleted and replaced by **"Applicable Monthly Period."**

Service Specific Terms

Microsoft Dynamics

Microsoft Dynamics CRM

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Office 365 Services

Duet Enterprise Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply when the inability to read or write any portion of a SharePoint Online site is caused by any failure of third party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

Additional Terms: You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs.

Exchange Online

Downtime: Any period of time when users are unable to send or receive email with Outlook Web Access.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Additional Terms: See Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive.

Exchange Online Archiving

Downtime: Any period of time when users are unable to access the email messages stored in their archive.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

Exchange Online Protection

Downtime: Any period of time when the network is not able to receive and process email messages.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

Additional Terms: See (i) Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive and (ii) Appendix 2 – Service Level Commitment for Uptime and Email Delivery.

Office 365 Business

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Office 365 ProPlus

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Office Online

Downtime: Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Office 365 Video

Downtime: Any period of time when users are unable to upload, view or edit videos in the video portal when they have appropriate permissions and valid content.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

OneDrive for Business

Downtime: Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Project Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

SharePoint Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Skype for Business Online

Downtime: Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings.¹

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Online meeting functionality applicable only to Skype for Business Online Plan 2 Service.

Yammer Enterprise

Downtime: Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Enterprise Mobility Services

Azure Active Directory Basic

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Azure Active Directory Premium

Downtime: Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Azure Rights Management

Downtime: Any period of time when end users cannot create or consume IRM documents and email.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Microsoft Intune

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

Microsoft Azure Services

API Management Services

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during a billing month.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during a billing month.

“Proxy” is the component of the API Management Service responsible for receiving API requests and forwarding them to the configured dependent API.

Downtime: The total accumulated Deployment Minutes, across all API Management instances deployed by you in a given Microsoft Azure subscription, during which the API Management Service is unavailable. A minute is considered unavailable for a given API Management instance if all continuous attempts to perform operations through the Proxy throughout the minute result in either an Error Code or do not return a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for Standard Tier:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit for Premium Tier deployments scaled across two or more regions:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

App Service

Additional Definitions:

“App” is a Web App deployed by Customer within the App Service, excluding web apps in the Free and Shared tiers.

“Deployment Minutes” is the total number of minutes that a given App has been set to running in Microsoft Azure during a billing month. Deployment Minutes is measured from when the App was created or the Customer initiated an action that would result in running the App to the time the Customer initiated an action that would result in stopping or deleting the Web App.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during a billing month

Downtime: is the total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft's Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Additional Terms: Service Credits are applicable only to fees attributable to your use of Apps and not to fees attributable to other types of apps available through the App Service, which are not covered by this SLA.

Application Gateway

Additional Definitions:

"Application Gateway Cloud Service" refers to a collection of one or more Application Gateway instances configured to perform HTTP load balancing services.

"Maximum Available Minutes" is the total accumulated minutes during a billing month during which an Application Gateway Cloud Service comprising two or more medium or larger Application Gateway instances has been deployed in a Microsoft Azure subscription.

Downtime: is the total accumulated Maximum Available Minutes during a billing month for a given Application Gateway Cloud Service during which the Application Gateway Cloud Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Application Gateway Cloud Service throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Automation Service

Additional Definitions:

"Delayed Jobs" is the total number of Jobs, for a given Microsoft Azure subscription, that fail to start within thirty (30) minutes of their Planned Start Times.

"Job" means the execution of a Runbook.

"Planned Start Time" is a time at which a Job is scheduled to begin executing.

"Runbook" means a set of actions specified by you to execute within Microsoft Azure.

"Total Jobs" is the total number of Jobs scheduled for execution during a given billing month, for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Jobs} - \text{Delayed Jobs}}{\text{Total Jobs}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

Backup Service

Additional Definitions:

"Backup" or **"Back Up"** is the process of copying computer data from a registered server to a Backup Vault.

"Backup Agent" refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

"Backup Vault" refers to a container in which you may register one or more Protected Items for Backup.

"Deployment Minutes" is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

"Failure" means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during a billing month.

"Protected Item" refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

"Recovery" or **"Restore"** is the process of restoring computer data from a Backup Vault to a registered server.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Batch Service

Additional Definitions:

"Average Error Rate" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"Error Rate" is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"Excluded Requests" are requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"Failed Requests" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

"Total Requests" is the total number of authenticated REST API requests, other than Excluded Requests, to perform operations against Batch accounts attempted within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%

Monthly Uptime Percentage	Service Credit
< 99%	25%

BizTalk Services

Additional Definitions:

“**BizTalk Service Environment**” refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

“**Deployment Minutes**” is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription during a billing month.

“**Monitoring Storage Account**” refers to the Azure Storage account used by the BizTalk Services to store monitoring information related to the execution of the BizTalk Services.

Downtime: The total accumulated Deployment Minutes, across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription, during which the BizTalk Service Environment is unavailable. A minute is considered unavailable for a given BizTalk Service Environment when there is no connectivity between your BizTalk Service Environment and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic, Standard, and Premium tiers of the BizTalk Services. The Developer tier of the Microsoft Azure BizTalk Services is not covered by this SLA.

Additional Terms: When submitting a claim, you must ensure that complete monitoring data is maintained within the Monitoring Storage Account and is made available to Microsoft.

Cache Services

Additional Definitions:

“**Cache**” refers to a deployment of the Cache Service created by you, such that its Cache Endpoints are enumerated in the Cache tab in the Management Portal.

“**Cache Endpoints**” refers to endpoints through which a Cache may be accessed.

“**Deployment Minutes**” is the total number of minutes that a given Cache has been deployed in Microsoft Azure during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Caches deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Caches deployed by you in a given Microsoft Azure subscription, during which the Cache is unavailable. A minute is considered unavailable for a given Cache when there is no connectivity throughout the minute between one or more Cache Endpoints associated with the Cache and Microsoft’s Internet gateway.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Cache Service, which includes the Azure Managed Cache Service or the Standard tier of the Azure Redis Cache Service. The Basic tier of the Azure Redis Cache Service is not covered by this SLA.

CDN Service

Downtime To assess Downtime, Microsoft will review data from any commercially reasonable independent measurement system used by you.

You must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:

1. A test file will be placed on your origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. The test file will meet the following criteria:
 - i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
 - ii. The test object will be a file at least 50KB in size and no larger than 1MB.
 - iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

Monthly Uptime Percentage: The percentage of HTTP transactions in which the CDN responds to client requests and delivers the requested content without error. Monthly Uptime Percentage of the CDN Service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	25%

Cloud Services

Additional Definitions:

"Cloud Services" refers to a set of compute resources utilized for Web and Worker Roles.

"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Available Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Tenant.

"Tenant" represents one or more roles each consisting of one or more role instances that are deployed in a single package.

"Update Domain" refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.

"Web Role" is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.

"Worker Role" is a Cloud Services component run in the Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no External Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Data Factory – Activity Runs

Additional Definitions:

Activity Run means the execution or attempted execution of an activity

Delayed Activity Runs is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.

Total Activity Runs is the total number of Activity Runs attempted during in a billing month for a given Microsoft Azure Subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Data Factory – API Calls

Additional Definitions:

Excluded Requests is the set of requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

Failed Requests is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

Resources means pipelines, data sets, and linked services created within a Data Factory.

Total Requests is the set of all requests, other than Excluded Requests, to perform operations against Resources within active pipelines during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

DocumentDB

Additional Definitions:

“Average Error Rate” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"Database Account" is a DocumentDB account containing one or more databases.

"Error Rate" is the total number of Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"Excluded Requests" are requests within Total Requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"Failed Requests" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

"Resource" is a set of URI addressable entities associated with a Database Account. .

"Total Request" is the set of all requests, other than Excluded Requests, to perform operations issued against Resources attempted within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

ExpressRoute

Additional Definitions:

"Dedicated Circuit" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an exchange provider or a network service provider, where such connectivity does not traverse the public Internet.

"Maximum Available Minutes" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during a billing month in a given Microsoft Azure subscription.

"Virtual Network" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"VPN Gateway" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

Downtime: The total accumulated minutes during a billing month for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Monthly Uptime Percentage and Service Credits are calculated for each Dedicated Circuit used by you.

HDInsight

Additional Definitions:

"Cluster Internet Gateway" means a set of virtual machines within an HDInsight Cluster that proxy all connectivity requests to the Cluster.

"Deployment Minutes" is the total number of minutes that a given HDInsight Cluster has been deployed in Microsoft Azure.

"HDInsight Cluster" or **"Cluster"** means a collection of virtual machines running a single instance of the HDInsight Service.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Clusters deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes when the HDInsight Service is unavailable. A minute is considered unavailable for a given Cluster if all continual attempts within the minute to establish a connection to the Cluster Internet Gateway fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Key Vault

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.

"Excluded Transactions" are transactions for creating, updating, or deleting key vaults, keys, or secrets.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Machine Learning – Batch Execution Service (BES) and Management APIs Service

Additional Definitions:

"Failed Transactions" is the set of all requests within Total Transaction Attempts that return an Error Code.

"Total Transaction Attempts" is the total number of authenticated REST BES and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Machine Learning BES and Management API Service. The Free Machine Learning tier is not covered by this SLA.

Machine Learning – Request Response Service (RRS)

Additional Definitions:

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that return an Error Code.

“**Total Transaction Attempts**” is the total number of authenticated REST RRS and Management API requests by you during a billing month for a given Microsoft Azure subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Service Level Exceptions: Service Levels and Service Credits are applicable to your use of the Machine Learning RRS and Management API Service. The Free Machine Learning tier is not covered by this SLA.

Media Services – Content Protection Service

Additional Definitions:

“**Failed Transactions**” are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.

“**Total Transaction Attempts**” are all Valid Key Requests made by you during a billing month for a given Azure subscription.

“**Valid Key Requests**” are all requests made to the Content Protection Service for existing content keys in a Customer’s Media Service.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Media Services – Encoding Service

Additional Definitions:

“**Encoding**” means the processing of media files per subscription as configured in the Media Services Tasks.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from Microsoft’s receipt of the request.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“**Media Services Task**” means an individual operation of media processing work as configured by you. Media processing operations involve encoding and converting media files.

“**Total Transaction Attempts**” is the total number of authenticated REST API requests with respect to a Media Service made by you during a billing month for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Media Services – Indexer Service

Additional Definitions:

“**Encoding Reserved Unit**” means encoding reserved units purchased by the customer in an Azure Media Services account

“**Failed Transactions**” is the set of Indexer Tasks within Total Transaction Attempts that either, a) do not complete within a time period that is 3 times the duration of the input file, or b) do not start processing within 5 minutes of the time that an Encoding Reserved Unit becomes available for use by the Indexer Task.

“**Indexer Task**” means a Media Services Task that is configured to index an MP3 input file with a minimum five-minute duration.

“**Total Transaction Attempts**” is the total number of Indexer Tasks attempted to be executed using an available Encoding Reserved Unit by Customer during a billing month for a subscription.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Media Services – Live Channels

Additional Definitions:

“**Channel**” means an end point within a Media Service that is configured to receive media data.

“**Deployment Minutes**” is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during a billing month.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

Downtime: The total accumulated Deployment Minutes when the Live Channels Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Media Services – Streaming Service

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during a billing month.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with your Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“**Media Service Request**” means a request issued to your Media Service.

“**Streaming Unit**” means a unit of reserved egress capacity purchased by you for a Media Service.

“**Valid Media Services Requests**” are all qualifying Media Service Requests for existing media content in a customer’s Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid Media Services Requests do not include Media Service Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Downtime: The total accumulated Deployment Minutes when the Streaming Service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid Media Service Requests made to the Streaming Unit throughout the minute result in an Error Code.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Mobile Engagement

Additional Definitions:

“**Average Error Rate**” for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

“**Error Rate**” is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“**Excluded Requests**” is the set of REST API requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

“**Failed Requests**” is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 30 seconds.

“**Mobile Engagement Application**” is an Azure Mobile Engagement service instance.

“**Total Requests**” is the total number of authenticated REST API requests, other than Excluded Requests, made to Mobile Engagement Applications within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

The Free Mobile Engagement tier is not covered by this SLA.

Mobile Services

Additional Definitions:

"**Failed Transactions**" include any API calls included in Total Transaction Attempts that result in either an Error Code or do not return a Success Code.

"**Total Transaction Attempts**" are the total accumulated API calls made to the Azure Mobile Services during a billing month for a given Microsoft Azure subscription for which the Azure Mobile Services are running.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Standard and Premium Mobile Services tiers. The Free Mobile Services tier is not covered by this SLA.

Multi-Factor Authentication Service

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Multi-Factor Authentication provider has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Multi-Factor Authentication providers deployed by you in a given Microsoft Azure subscription, during which the Multi-Factor Authentication Service is unable to receive or process authentication requests for the Multi-Factor Authentication provider.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Operational Insights

Additional Definitions:

"**Batch**" means a group of Log Data entries that are either uploaded to the Operational Insights Service or read from storage by the Operational Insights Service within a given period of time. Batches queued for indexing are displayed in the usage section of the Management Portal.

"**Log Data**" refers to information regarding a supported event, such as IIS and Windows events, that is logged by a computer and for which the Operational Insights Service has been configured to be processed by the Service index.

"**Delayed Batches**" is the total number of Batches within Total Queued Batches that fail to complete indexing within six hours of the Batch being queued.

"**Total Queued Batches**" is the total number of Batches queued for indexing by the Operational Insights Service during a given billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Queued Batches} - \text{Delayed Batches}}{\text{Total Queued Batches}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

RemoteApp

Additional Definitions:

“**Application**” means a software application that is configured for streaming to a device using the RemoteApp Service.

“**Maximum Available Minutes**” is the sum of all User Application Minutes across all Users granted access to one or more Applications in a given Azure subscription during a billing month.

“**User**” means a specific user account that is able to stream an Application using the RemoteApp Service, as enumerated in the Management Portal.

“**User Application Minutes**” is the total number of minutes in a billing month during which you have granted a User access to an Application.

Downtime: The total accumulated User Minutes during which the RemoteApp Service is unavailable. A minute is considered unavailable for a given User when the User is unable to establish connectivity to an Application.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the RemoteApp Service. The RemoteApp free trial is not covered by this SLA.

Scheduler

Additional Definitions:

“**Maximum Available Minutes**” is the total number of minutes in a billing month.

“**Planned Execution Time**” is a time at which a Scheduled Job is scheduled to begin executing.

“**Scheduled Job**” means an action specified by you to execute within Microsoft Azure according to a specified schedule.

Downtime: The total accumulated minutes in a billing month during which one or more of your Scheduled Jobs is in a state of delayed execution. A given Scheduled Job is in a state of delayed execution if it has not begun executing after a Planned Execution Time, provided that such delayed execution time shall not be considered Downtime if the Scheduled Job begins executing within thirty (30) minutes after a Planned Execution Time.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Search

Additional Definitions:

"**Average Error Rate**" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"**Error Rate**" is the total number of Failed Requests divided by Total Requests, across all Search Service Instances in a given Azure subscription, during a given one-hour interval. If the Total Requests in a one-hour interval is zero, the Error Rate for that interval is 0%.

"**Excluded Requests**" are all requests that are throttled due to exhaustion of resources allocated for a Search Service Instance, as indicated by an HTTP 503 status code and a response header indicating the request was throttled.

"**Failed Requests**" is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.

"**Replica**" is a copy of a search index within a Search Service Instance.

"**Search Service Instance**" is an Azure Search service instance containing one or more search indexes.

"**Total Requests**" is the set of (i) all requests to update a Search Service Instance having three or more Replicas, plus (ii) all requests to query a Search Service Instance having two or more Replicas, other than Excluded Requests, within a one-hour interval within a given Azure subscription during a billing month.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Free Search tier is not covered by this SLA.

Service-Bus Service – Event Hubs

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during a billing month.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during a billing month.

"**Message**" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Event Hubs tiers. The Free Event Hubs tier is not covered by this SLA.

Service-Bus Service – Notification Hubs

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers. The Free Notification Hubs tier is not covered by this SLA.

Service-Bus Service – Queues and Topics

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during a billing month.

"Message" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service-Bus Service – Relays

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Relay has been deployed in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Relays deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes, across all Relays deployed by you in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Site Recovery Service – On-Premises-to-Azure

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“On-Premises-to-Azure Failover” is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site. You may designate a particular Azure datacenter as a secondary site, provided that if Failover to the designated datacenter is not possible, Microsoft may replicate to a different datacenter in the same region.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery Time Objective (RTO)” means the period of time beginning when you initiate a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of your scripts.

Monthly Recovery Time Objective: The Monthly Recovery Time Objective for a specific Protected Instance configured for On-Premises-to-Azure replication in a given billing month is four hours for an unencrypted Protected Instance and six hours for an encrypted Protected Instance. One hour will be added to the monthly Recovery Time Objective for each additional 25GB over the initial 100GB Protected Instance size.

Service Credit (Assuming Protected Instance of 100GB, or less):

Protected Instance	Monthly Recovery Time Objective	Service Credit
Unencrypted	> 4 hours	100%
Encrypted	> 6 hours	100%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

Site Recovery Service – On-Premises-to-On-Premises

Additional Definitions:

“Failover” is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

“Failover Minutes” is the total number of minutes in a billing month during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.

“Maximum Available Minutes” is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Site Recovery Service during a billing month.

“On-Premises-to-On-Premises Failover” is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

“Protected Instance” refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Downtime: The total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Monthly Recovery Time Objective and Service Credits are calculated for each Protected Instance used by you.

SQL Database Service (Basic, Standard and Premium Tiers)

Additional Definitions:

“**Database**” means any Basic, Standard, or Premium Microsoft Azure SQL Database.

“**Deployment Minutes**” is the total number of minutes that a given Basic, Standard, or Premium Database has been deployed in Microsoft Azure during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Basic, Standard, and Premium Databases for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes across all Basic, Standard, and Premium Databases deployed by you in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by you to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

SQL Database Service (Web and Business Tiers)

Additional Definitions:

“**Database**” means any Web or Business Microsoft Azure SQL Database.

“**Deployment Minutes**” is the total number of minutes that a given Web or Business Database has been deployed in Microsoft Azure during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Web and Business Databases for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated Deployment Minutes across all Web and Business Databases deployed by you in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by you to establish a connection to the Database within the minute fail.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Storage Service

Additional Definitions:

"Average Error Rate" for a billing month is the sum of Error Rates for each hour in the billing month divided by the total number of hours in the billing month.

"Excluded Transactions" are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, tables, or queues; clearing of queues; and copying blobs between storage accounts.

"Error Rate" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

"Failed Storage Transactions" is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Request Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob and Message Operations	Two (2) seconds

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:

1. Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
2. Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
3. Read transactions requests to RA-GRS Accounts for which you did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
4. Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

"Geo Replication Lag" for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

"Geographically Redundant Storage (GRS) Account" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

"Locally Redundant Storage (LRS) Account" is a storage account for which data is replicated synchronously only within a Primary Region.

"Primary Region" is a geographical region in which data within a storage account is located, as selected by you when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

"Read Access Geographically Redundant Storage (RA-GRS) Account" is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

"Secondary Region" is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by Microsoft Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

"Total Storage Transactions" is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

"Zone Redundant Storage (ZRS) Account" is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

Monthly Uptime Percentage: Monthly Uptime Percentage is calculated using the following formula:

100% – Average Error Rate

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit – RA-GRS (read requests) Accounts:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

StorSimple Service

Additional Definitions:

“Backup” is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Cloud Tiering” is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“Deployment Minutes” is the total number of minutes during which a Managed Item has been configured for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

“Failure” means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

“Managed Item” refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during a billing month.

“Restoring” is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Downtime: The total accumulated Deployment Minutes across all Managed Items configured for Backup or Cloud Tiering by you in a given Microsoft Azure subscription during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Stream Analytics – API Calls

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during a billing month for a given Microsoft Azure subscription.

“Failed Transactions” is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft’s receipt of the request.

“Monthly Uptime Percentage” for API calls within the Stream Analytics Service is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Stream Analytics - Jobs

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given job has been deployed within the Stream Analytics Service during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all jobs deployed by Customer in a given Microsoft Azure subscription during a billing month.

Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.

“**Monthly Uptime Percentage**” for jobs within the Stream Analytics Service is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Traffic Manager Service

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during a billing month.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Traffic Manager Profiles deployed by you in a given Microsoft Azure subscription during a billing month.

“**Traffic Manager Profile**” or “**Profile**” refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.

“**Valid DNS Response**” means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.

Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Virtual Machines

Additional Definitions:

“Availability Set” refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

“Fault Domain” is a collection of servers that share common resources such as power and network connectivity.

“Maximum Available Minutes” is the total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

“Virtual Machine” refers to persistent instance types that can be deployed individually or as part of an Availability Set.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no External Connectivity.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

VPN Gateway

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during a billing month which a given VPN Gateway has been deployed in a Microsoft Azure subscription.

“Virtual Network” refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

“VPN Gateway” refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

Downtime: Is the total accumulated VPN Gateway Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Visual Studio Online – Build Service

Additional Definitions:

“Build Service” is a feature that allows customers to build their applications in Visual Studio Online.

“Maximum Available Minutes” is the total number of minutes for which the paid Build Service has been enabled for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated minutes for a given Microsoft Azure subscription during which the Build Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Build Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Visual Studio Online – Load Testing Service

Additional Definitions:

“**Load Testing Service**” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“**Maximum Available Minutes**” is the total number of minutes for which the paid Load Testing Service has been enabled for a given Microsoft Azure subscription during a billing month.

Downtime: The total accumulated minutes for a given Microsoft Azure subscription during which the Load Testing Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Load Testing Service to perform operations initiated by you throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Visual Studio Online – User Plans Service

Additional Definitions:

“**Build Service**” is a feature that allows customers to build their applications in Visual Studio Online.

“**Deployment Minutes**” is the total number of minutes for which a User Plan has been purchased during a billing month.

“**Load Testing Service**” is a feature that allows customers to generate automated tasks to test the performance and scalability of applications.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all User Plans for a given Microsoft Azure subscription during a billing month.

“**User Plan**” refers to the set of features and capabilities selected for a user within a Visual Studio Online account in a Customer subscription. User Plan options and the features and capabilities per User Plan are described on the <http://www.visualstudio.com> website.

Downtime: The total accumulated Deployment Minutes, across all User Plans for a given Microsoft Azure subscription, during which the User Plan is unavailable. A minute is considered unavailable for a given User Plan if all continuous HTTP requests to perform operations, other than operations pertaining to the Build Service or the Load Testing Service, throughout the minute either result in an Error Code or do not return a response.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Other Online Services

Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

Power BI Pro

Downtime: Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Translator API

Downtime: Any period of time when users are not able to perform translations.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth above are unavailable.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Appendix A – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking, (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

1. Virus Detection and Blocking Service Level

- a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove it. If this results in the prevention of an infection, you won't be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
 - i. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
 - ii. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Service Fee if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

2. Spam Effectiveness Service Level

- a. "Spam Effectiveness" is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam Effectiveness is below 99%	Service Credit
>25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

- a. "False Positive" is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in a calendar month.
- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
 - i. bulk, personal, or pornographic email
 - ii. email containing a majority of non-English content
 - iii. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
 - iv. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%

False Positive Ratio in a Calendar Month	Service Credit
> 1:100	100%

Appendix B - Service Level Commitment for Uptime and Email Delivery

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for (1) Uptime and (2) Email Delivery.

1. Monthly Uptime Percentage:

If the Monthly Uptime Percentage for EOP falls below 99.999% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

2. Email Delivery Service Level:

- a. "Email Delivery Time" is defined as the average of email delivery times, measured in minutes over a calendar month, where email delivery is defined as the elapsed time from when a business email enters the EOP network to when the first delivery attempt is made.
- b. Email Delivery Time is measured and recorded every 5 minutes, then sorted by elapsed time. The fastest 95% of measurements are used to create the average for the calendar month.
- c. We use simulated or test emails to measure delivery time.
- d. The Email Delivery Service Level applies only to legitimate business email (non-bulk email) delivered to valid email accounts.
- e. This Email Delivery Service Level does not apply to:
 1. Delivery of email to quarantine or archive
 2. Email in deferral queues
 3. Denial of service attacks (DoS)
 4. Email loops
- f. The Service Credit available for the Email Delivery Service is:

Average Email Delivery Time (as defined above)	Service Credit
> 1	25%
> 4	50%
> 10	100%

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Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to **Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products** (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <http://microsoft.com/licensing/contracts>.

Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to <http://go.microsoft.com/?linkid=9840733> or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
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Changes

Revised the definition of Office 365 Services in the Data Processing Terms to include Sway.



General Terms

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights. Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. A User SL is required for each user that accesses the Online Service unless specified otherwise in the [Online Service-specific Terms, Attachment 2](#) describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"Instance" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"Licensed Device" means the single physical hardware system to which a license is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

"Operating System Environment" (OSE) means all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"SL" means subscription license.

Online Service Term Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the OST that apply to Customer's use of those new features, supplements or related software.

Regulatory Changes & International Availability

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to www.microsoft.com/online/international-availability.aspx.

Data Retention

Except for free trials, Microsoft will retain Customer Data stored in the Online Service in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90 day retention period ends, Microsoft will disable Customer's account and delete the Customer Data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data as described in this section.

Use of Software with the Online Service

Customer may need to install certain Microsoft software in order to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The [Online Service-specific Terms](#) may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to **Customer's devices updates or supplements to this software, with or without notice.** Some Online Services may require, or may be enhanced by, **the installation of local software (e.g., agents, device management applications) ("Apps").** The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST.

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no

liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

License Reassignment

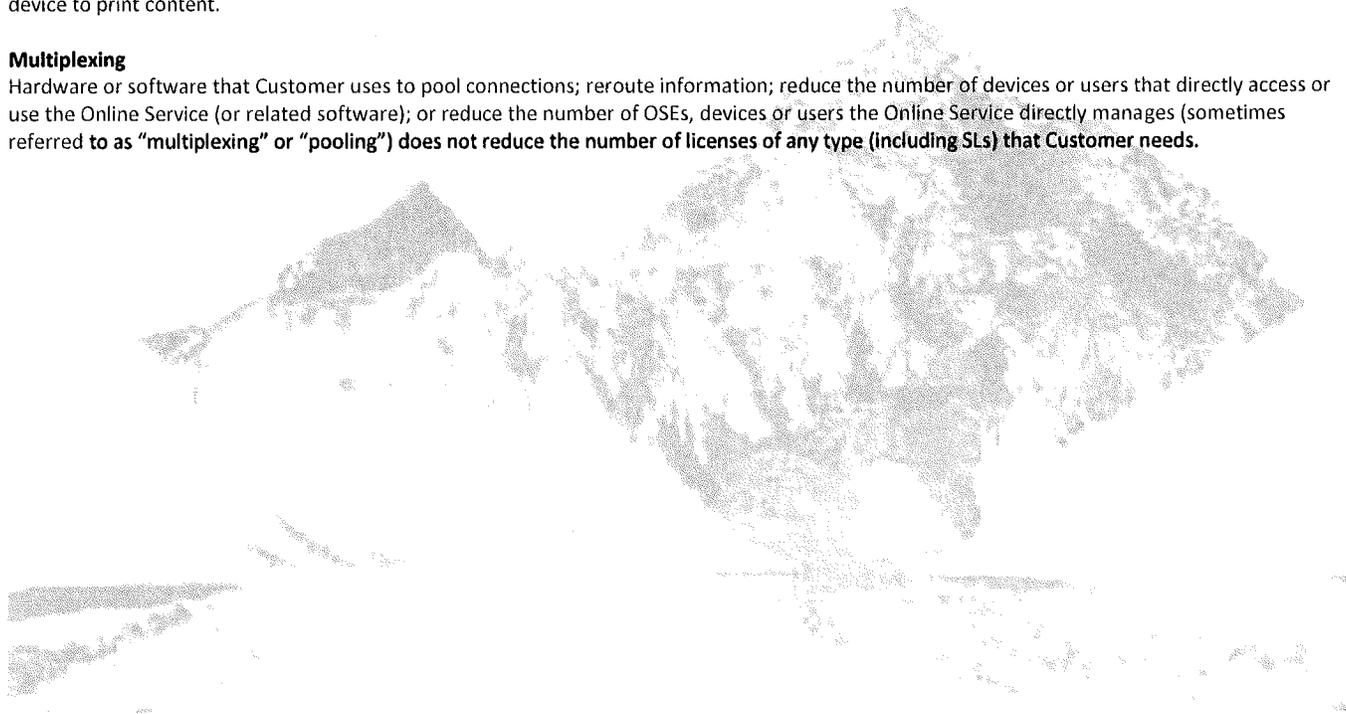
Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from **the former user's device**.

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") **does not reduce the number of licenses of any type (including SLs) that Customer needs.**



Privacy and Security Terms

This section of the Online Services Terms has two parts:

- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

General Privacy and Security Terms

Scope

The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, Translator API, and Parature, from Microsoft, which are governed by the privacy and/or security terms referenced below in the applicable Online Service-specific Terms.

Use of Customer Data

Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph **does not affect Microsoft's rights in software or services Microsoft licenses to Customer.**

Disclosure of Customer Data

Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) as described in the OST, or (3) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will not provide any third party: (a) direct, indirect, blanket or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if Microsoft is aware that the data is to be used for **purposes other than those stated in the third party's request.**

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

HIPAA Business Associate

If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of Customer's volume licensing agreement includes execution of the HIPAA Business Associate Agreement ("BAA"), the full text of which is available at <http://aka.ms/BAA>. The BAA does not apply to Azure Government Services (defined in the Microsoft Azure Service-specific terms). Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the opt out applies.

Security

Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Security Incident Notification

If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Location of Data Processing

Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

Preview Releases

Microsoft may offer preview, beta or other pre-release features, data center locations, and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

Use of Subcontractors

Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.

Attn: Data Protection
Carmenhall Road
Sandyford, Dublin 18, Ireland

Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the "Standard Contractual Clauses," pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive.

The Standard Contractual Clauses are in [Attachment 3](#). In addition,

- Execution of the volume licensing agreement includes execution of [Attachment 3](#), which is countersigned by Microsoft Corporation;
- The terms in Customer's volume licensing agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and
- The DPT control over any inconsistent or conflicting provision in Customer's volume licensing agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft's systems in accordance with the DPT.

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's volume licensing agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple volume licensing agreements, the volume licensing agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

In the DPT, the term "Online Services" applies only to the services in the table below, excluding any Previews, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

Online Services	
Microsoft Dynamics CRM Online Services	Microsoft Dynamics CRM Online services made available through volume licensing or the Microsoft online services portal, excluding (1) Microsoft Dynamics CRM for supported devices, which includes but is not limited to Microsoft Dynamics CRM Online services for tablets and/or smartphones and (2) any separately-branded service made available with or connected to Microsoft Dynamics CRM Online, such as Microsoft Social Engagement, Parature, from Microsoft, and Microsoft Dynamics Marketing.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Exchange Online, Exchange Online Archiving, Exchange Online Protection, Advanced Threat Protection, SharePoint Online, OneDrive for Business, Project Online, Skype for Business Online, Sway, and Office Online. Office 365 Services do not include Office 365 ProPlus, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or Yammer service or a service branded "for Office 365."
Microsoft Azure Core Services	Cloud Services (web and worker roles), Virtual Machines (including with SQL Server), Storage (Blobs, Tables, Queues), Virtual Network, Traffic Manager, Batch, Web Sites, BizTalk Services, Media Services, Mobile Services, Service Bus, Notification Hub, Workflow Manager, Express Route, Scheduler, Multi-Factor Authentication, Active Directory, Rights Management Service, SQL Database, HDInsight and any other features identified as included on the Microsoft Azure Trust Center.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.

Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in the United States or the EU, Microsoft will store the following Customer Data at rest within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments) and (2) SharePoint Online site content and the files stored within that site.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo

or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).

- **Microsoft Dynamics CRM Online Services.** For entities managed by the Microsoft Dynamics CRM Online Service, if Customer provisions its tenant in the United States or EU, Microsoft will store Customer Data at rest in the United States or EU, as applicable.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Privacy

- **Customer Data Deletion or Return.** No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data.** Microsoft will, during the term designated under Customer's volume licensing agreement, remain certified under the EU and Swiss Safe Harbor programs, provided that they are maintained by the United States government. In addition, unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses.
- **Microsoft Personnel.** Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer.** Microsoft may hire subcontractors to provide certain limited or ancillary services on its behalf. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Each Online Service has a website that lists subcontractors that are authorized to access Customer Data as well as the limited or ancillary services they provide. At least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the applicable website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for the terminated Online Services from subsequent Customer invoices.

Additional European Terms.

These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.

- **End Users in EEA or Switzerland.** Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties.** For the Online Services, Microsoft is a data processor (or sub-processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's volume licensing agreement (including the terms and conditions incorporated by reference therein), along with Customer's use and configuration of features in the Online Services, are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's volume licensing agreement.
- **Duration and Object of Data Processing.** The duration of data processing shall be for the term designated under Customer's volume licensing agreement. The objective of the data processing is the performance of the Online Services.
- **Scope and Purpose of Data Processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's volume licensing agreement.
- **Customer Data Access.** For the term designated under Customer's volume licensing agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

Security

- **General Practices.** Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	Security Ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures. Security Roles and Responsibilities. Microsoft personnel with access to Customer Data are subject to confidentiality obligations.

Domain	Practices
Asset Management	<p>Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service.</p> <p>Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.</p> <p>Asset Inventory. Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.</p> <p>Asset Handling</p> <ul style="list-style-type: none"> - Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	<p>Security Training. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.</p> <p>Physical Access to Facilities. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.</p>
Physical and Environmental Security	<p>Physical Access to Components. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.</p> <p>Protection from Disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p>Component Disposal. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.</p> <p>Operational Policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.</p> <p>Data Recovery Procedures</p> <ul style="list-style-type: none"> - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months, except for Azure Government Services data recovery procedures, which are reviewed every twelve months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
Communications and Operations Management	<p>Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.</p> <p>Data Beyond Boundaries</p> <ul style="list-style-type: none"> - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption). <p>Event Logging. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p>Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data.</p> <p>Access Authorization</p> <ul style="list-style-type: none"> - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.

Domain	Practices
	<ul style="list-style-type: none"> - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. <p>Least Privilege</p> <ul style="list-style-type: none"> - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function. <p>Integrity and Confidentiality</p> <ul style="list-style-type: none"> - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. <p>Authentication</p> <ul style="list-style-type: none"> - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. <p>Network Design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.</p>

Incident Response Process

- Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- For each security breach that is a Security Incident, notification by Microsoft (as described in the "Security Incident Notification" section above) will be made without unreasonable delay and, in any event, within 30 calendar days.

Information Security Incident Management

Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.

Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

Business Continuity Management

- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.
- Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

Online Services Information Security Policy

Each Online Service follows a written data security policy ("Information Security Policy") that complies with the control standards and frameworks shown in the table below.

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Office 365 Services	Yes	Yes	Yes	Yes	Yes
Microsoft Dynamics CRM Online Services	Yes	Yes	Yes	Yes	Yes
Microsoft Azure Core Services	Yes	Yes	Yes	Varies*	Varies*

Online Service	ISO 27001	ISO 27002 Code of Practice	ISO 27018 Code of Practice	SSAE 16 SOC 1 Type II	SSAE 16 SOC 2 Type II
Microsoft Intune Online Services	Yes	Yes	Yes	Yes	Yes

*Current scope is detailed in the audit report and summarized in the Microsoft Azure Trust Center.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate a standard or framework in the table above, unless it is no longer used in the industry and it is replaced with a successor (if any). Azure Government Services meet a separate set of control standards and frameworks, as detailed on the Microsoft Azure Trust Center.

Subject to non-disclosure obligations, Microsoft will make each Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

Customer is solely responsible for reviewing each Information Security Policy and making an independent determination as to whether it meets **Customer's requirements**.

If the Standard Contractual Clauses apply, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

Microsoft Audits of Online Services

For each Online Service, Microsoft will conduct audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data), as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually for each Online Service.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- **Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.**

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which will be Microsoft's Confidential Information. The Microsoft Audit Report will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor.

If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report so that Customer can verify Microsoft's compliance with the security obligations under the DPT. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

If the Standard Contractual Clauses apply, then (1) Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT, and (2) if Customer desires to change this instruction, then Customer has the right to do so as set forth in the Standard Contractual Clauses, which shall be requested in writing.

If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses or affects any **supervisory authority's or data subject's rights under the Standard Contractual Clauses.** Microsoft Corporation is an intended third-party beneficiary of this section.

Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices

The Customer Support and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in [Attachment 1](#) apply.

Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

Definitions

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except where identified as licensed separately.

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features

Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination

The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure

Certain Microsoft Azure Services provide customers with the ability to run software in Microsoft Azure. For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service and subject to any additional license terms that may be presented. Customer may not use such software outside of the Microsoft Azure Service unless Customer has a license to the software apart from its subscription to the Microsoft Azure Services. If Customer uploads or installs any software within a Microsoft Azure Service, Customer agrees to secure the rights necessary to use such software within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace

Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

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Enterprise Mobility Services

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Rights Management, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Forefront Identity Manager software that is included with a Microsoft Azure Active Directory Premium User SL.

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Azure Rights Management

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Azure RemoteApp

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Microsoft Intune

Microsoft Intune (per user)
Microsoft Intune Add-on for System Center Configuration

Manager and System Center Endpoint Protection (per user)
("Microsoft Intune Add-On")

Manage Devices

Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage up to five devices.

Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for

JAVAScript, Debghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>.

SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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Microsoft Dynamics CRM Online Services

Notices

The Bing Maps and Customer Support Notices in [Attachment 1](#) apply.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other offerings that fulfill SL requirements

Microsoft Dynamics CRM Online

Microsoft Dynamics CRM Online Essentials
Microsoft Dynamics CRM Online Basic

Microsoft Dynamics CRM Online Professional
Microsoft Dynamics CRM Online Enterprise

External Users

External Users of all editions of Microsoft Dynamics CRM Online do not need an SL to access the Online Service unless using Microsoft Dynamics CRM clients. This exemption does not apply to access of the Microsoft Dynamics Marketing, Microsoft Social Engagement, or Parature, from Microsoft.

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Microsoft Dynamics Marketing

Microsoft Dynamics Marketing Enterprise
Microsoft Dynamics Marketing Sales Collaboration

Service Level Agreement

There is no SLA for Microsoft Dynamics Marketing.

Web User Profile

Users configured and accessing this Online Service as Web Portal Users do not need User SLs.

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Microsoft Social Engagement

Microsoft Social Engagement Professional
Microsoft Social Engagement Enterprise

Service Level Agreement

There is no SLA for Microsoft Social Engagement.

Social Content Obtained through Microsoft Social Engagement

Social Content is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Engagement. Social Content is not Customer Data. You may use Social Content for your internal business purposes only. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content, if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

Parature, from Microsoft

Parature Enterprise

Service Level Agreement

There is no SLA for Parature, from Microsoft.

Customer may use Parature in accordance with the privacy and/or security terms located at <http://www.parature.com/privacylegal/>.

Office 365 Services

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Subscription License Suites

In addition to User SLs, refer to [Attachment 2](#) for other SLs that fulfill requirements for Exchange Online Plans 1 and 2, Skype for Business Online Plans 1 and 2 and SharePoint Online Plans 1 and 2.

Exchange Online

Advanced Threat Protection
Data Loss Prevention
Exchange Online Archiving for Exchange Online
Exchange Online Archiving for Exchange Server

Exchange Online Kiosk
Exchange Online Plan 1
Exchange Online Plan 2

Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following [Core Features](#) capabilities:

Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted non-shared mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following Core Features capabilities:

Storage

Customer will be able to allow an end user to store email messages.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://go.microsoft.com/?linkid=9839206>.

Data Loss Prevention Device License

If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Service Level Agreement

There is no SLA for Advanced Threat Protection.

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Office 365 Applications

Office 365 Business
Office 365 ProPlus

Project Pro for Office 365
Visio Pro for Office 365

Service Level Agreement

There is no SLA for Project Pro for Office 365 and Visio Pro for Office 365.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install the software, with shared computer activation, on a network server or Microsoft Azure Platform Services and use the software to create, edit, or save documents. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use. This shared computer activation provision does not apply to Customers license for Office 365 Business; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

The following terms apply only to Office 365 Business and Office 365 ProPlus Smartphone and Tablet Devices

Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of user's smartphones and five of user's tablets.

The following terms apply only to Office 365 ProPlus

Office Home & Student 2013 RT Commercial Use

Each User SL for Office 365 ProPlus modifies the user's right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Web Apps Server 2013

For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Web Apps Server 2013 on any Server dedicated to Customer's use. Each Office 365 ProPlus user may use the Office Web Apps Server 2013 software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites

In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer [Attachment 2](#)).

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Office Online

Core Features for Office 365 Services

Office Online or its successor service will have the following [Core Features](#) capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

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OneDrive for Business

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

[Table of Contents / General Terms](#)

Project Online

Project Lite
Project Online

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SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP
SharePoint Online Kiosk

SharePoint Online Plan 1
SharePoint Online Plan 2

Core Features for Office 365 Services

SharePoint Online or its successor service will have the following Core Features capabilities:

Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage

Customer will be able to set storage capacity limits for a site created by an end user.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online Kiosk, Plan 1 and Plan 2.

Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

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Skype for Business Online

Skype for Business Online Plan 1

Skype for Business Online Plan 2

Notices

The Recording and the H.264/MPEG-4 AVC and/or VC-1 Notices in Attachment 1 apply.

Core Features for Office 365 Services

Skype for Business Online or its successor service will have the following Core Features capabilities:

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence

An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

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Other Online Services

Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to provide access to the services. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- a Website usage Add-On SL, which is required for unauthenticated users to access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform through Customer's programs based on the number of billable transactions per month,
- a public website usage SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
- an Internal Website Usage Add-on, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,

- Bing Maps Unlimited Add-on,
- Bing Maps Known User SL, or
- Bing Maps Light Known User SL.

Qualifying Bing Maps Mobile Asset Management Platform Service SL Add-on SLs

For the Bing Maps Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users

Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform must have a SL.

Bing Maps APIs

Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at <http://go.microsoft.com/fwlink/p/?LinkID=66121> and <http://go.microsoft.com/fwlink/p/?LinkID=223436>.

Bing Maps Privacy

The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: <http://go.microsoft.com/fwlink/?LinkID=248686> apply to Customer's use of the Bing Maps Services.

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Microsoft Learning E-Reference Library

Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

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Microsoft Learning IT Academy

Service SL

A Service SL is required for each Location that accesses or uses any Microsoft Learning IT Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

IT Academy Program Guidelines

The IT Academy program guidelines, located at <http://www.microsoft.com/itacademy>, apply to Customer's use of the Microsoft Learning IT Academy and its benefits.

Program Benefits Provided by Third-Party

Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

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Office 365 Developer

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

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Power BI Pro

Notices

The Bing Maps Notices in [Attachment 1](#) apply.

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System Center Endpoint Protection

Device SLs

An SL is required for each device that accesses System Center Endpoint Protection or related software, excluding Servers, which require Server Management Licenses.

Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2012 R2 Datacenter and Standard license terms in the Management Servers section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>. For purposes of this statement, OSEs running server operating systems that access System Center Endpoint Protection or related software are managed OSEs. For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

Substitution of Scan Engines

Microsoft may substitute comparable software and files for the Online Service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

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Translator API

Customer may use Translator API in accordance with the Translator API Terms of Use, including successor Terms, located at <http://aka.ms/translatorou> and the Translator Privacy Statement located at <http://aka.ms/translatorprivacy>.

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Yammer Enterprise

External Users

External Users invited to Yammer via external network functionality do not need User SLs.

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Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Customer Support

If Customer's volume licensing agreement incorporates a Master Business Agreement dated before September 1, 2007 (and Customer has not signed any other master-level Microsoft Professional Services agreement) or if Customer licenses under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only, Customer Support is provided subject to these additional terms.

Definitions

Terms used in this Customer Support Notice but **not defined will have the definition provided in Customer's volume licensing agreement.**

"Customer Support" means all support or advice provided to Customer under Customer's volume licensing agreement.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Customer Support to address a specific issue.

Fixes

If Microsoft provides Fixes to Customer in the course of performing Customer Support, those Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate unless the Fixes include separate terms, in which case those terms will govern. If Fixes are provided for Microsoft Azure Services, Microsoft Intune, Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing, Microsoft Social Engagement or Office 365, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, temporary, fully paid-up license to use and reproduce the Fixes solely for Customer's internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of Customer's volume licensing agreement (Pre-Existing Work) shall remain the sole property of the party providing the Pre-Existing Work. During the performance of Customer Support, each party grants to the other party (and Microsoft's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-Existing Work provided to the other party, solely as needed to perform its obligations in connection with the Customer Support. Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-Existing Work provided as part of a Customer Support deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement. If Customer is located in the Czech Republic, Customer represents that the author has granted relevant approvals to modify Customer's pre-existing work. Any violation of conditions of Customer's volume licensing agreement, or any other statements regarding customer support under that agreement, by Customer will be a condition subsequent for obtaining the perpetual license to Microsoft's Pre-existing Work that Microsoft leaves to Customer at the end of Microsoft's performance of Customer Support.

Materials

Microsoft shall own all rights in any materials developed by Microsoft (other than software code) and provided to Customer in connection with Customer Support ("Materials"), except to the extent such Materials constitute Customer's Pre-Existing Work. Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Customer's internal business operations and without any obligation of accounting or payment of royalties.

Sample Code

Microsoft grants Customer a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Customer agrees: (i) to not use Microsoft's name, logo, or trademarks to market Customer's software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Customer's software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

Affiliates' Rights

Customer may sublicense the rights contained in this section to Affiliates, but Customer's Affiliates may not sublicense these rights and their use must be consistent with the license terms contained in Customer's volume licensing agreement.

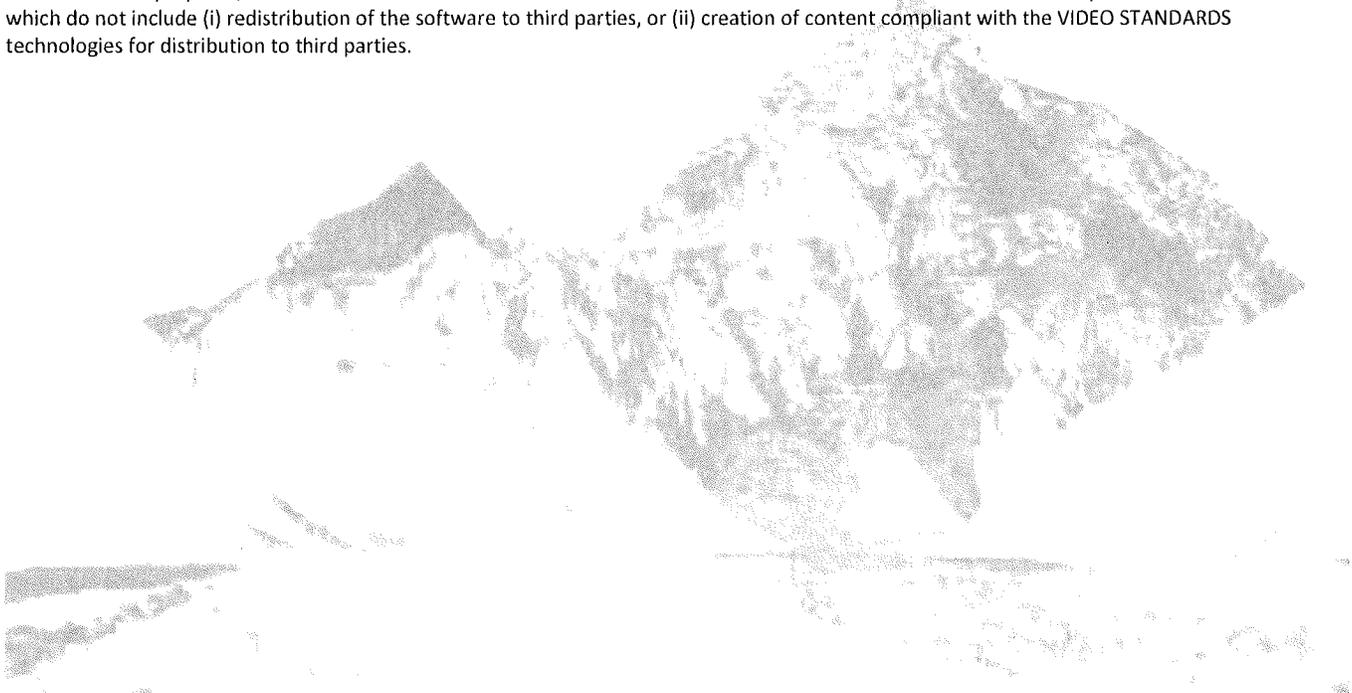
Warranty for Customer Support

Microsoft warrants that all Customer Support will be performed with professional care and skill.

Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 AND MPEG-2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.



Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded [REDACTED] in an Online Service’s row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell’s Online Services.

Online Service	Office 365 Enterprise ¹				Office 365 Government				Office 365 Education	Office 365 Business Essentials	Office 365 Business Premium	Office 365 Midsize Business	Enterprise Mobility Suite	Enterprise Cloud Suite ²	Microsoft Dynamics CRM Online	
	K1	E1	E3	E4	K1	E1	E3	E4							Pro.	Ent.
Exchange Online																
Exchange Online Kiosk																
Exchange Online Plan 1																
Exchange Online Plan 2																
SharePoint Online																
SharePoint Online Kiosk																
SharePoint Online Plan 1																
SharePoint Online Plan 2																
Skype for Business Online																
Skype for Business Online Plan 1																
Skype for Business Online Plan 2																
Yammer Enterprise																
Office Online																
Office 365 Business																
Office 365 ProPlus																
Microsoft Intune																
Azure Rights Management																
Azure Active Directory Premium																
Microsoft Dynamics Marketing Sales Collaboration																
Microsoft Dynamics Marketing Enterprise																
Microsoft Social Engagement Professional																
Parature Enterprise																

¹ Add-on Suite SLs that include “without ProPlus” in the title do not include rights to Office 365 ProPlus.
² In addition to the Online Services identified above, the Enterprise Cloud Suite fulfills the SL requirement for Windows SA per User as described in the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.
³ Microsoft Dynamics CRM Online Professional EDU and Microsoft Dynamics CRM Online Enterprise EDU fulfil the same SL requirements as Microsoft Dynamics CRM Online Professional and Microsoft Dynamics CRM Online Enterprise respectively.

Attachment 3 – The Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a “party,” together “the parties,” have agreed on the following Contractual Clauses (the “Clauses” or “Standard Contractual Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Data Processing Terms."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's customer's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:

a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable volume licensing agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.

b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.

c. Customer Data Access. For the term designated under the applicable volume licensing agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Personnel. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. Data Privacy Contact. The data privacy officer of the data importer can be reached at the following address:

Microsoft Corporation

Attn: Chief Privacy Officer

1 Microsoft Way

Redmond, WA 98052 USA

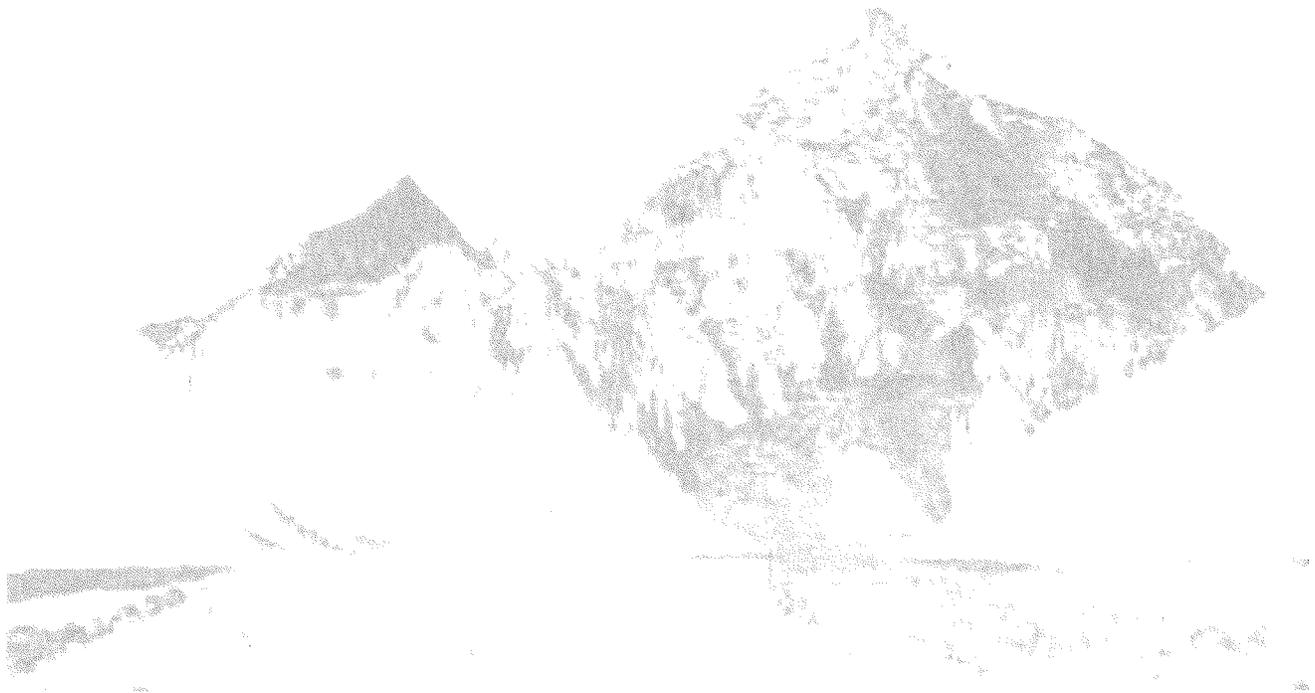
3. Technical and Organization Measures. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

851B7BFC2840456
Rajesh Jha
Signature DocuSigned By: Rajesh Jha.....

Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052



Attachment 3 – List of Eligible State Entities

Access for Infants & Mothers (AIM)
Accountancy, California Board of (CBA)
Acupuncture Board (ACUPUNCTURE)
Administrative Hearings, Office of (OAH)
Administrative Law, Office of (OAL)
African American Museum, California (CAAM)
Aging, California Commission on (CCOA)
Aging, Department of (AGING)
Agricultural Labor Relations Board (ALRB)
AIDS, Office of (OA)
Air Resources Board (ARB, CARB)
Alcohol & Drug Programs, Department of (ADP)
Alcoholic Beverage Control Appeals Board (ABCAB)
Alcoholic Beverage Control, Department of (ABC)
Allocation Board, State (SAB)
Alternative Energy & Advanced Transportation Financing Authority, California (CAETFPA)
America's Job Center of California (AJCC)
Analytical Chemistry, Center for (CAC)
Animal Health & Food Safety Services (AHFSS)
Apprenticeship Council (CAC)
Apprenticeship Standards, Division of (DAS)
Arbitration Certification Program (ACP)
Architect, Division of the State (DSA)
Architects Board, California (CAB)
Archives, California State (Secretary of State) (ARCHIVES)
Arts Council (CAC)
Asian Pacific Islander Legislative Caucus (API)
Assembly Democratic Caucus (ASMDC)
Assembly Republican Caucus
Assembly, California State
Association of Bay Area Governments, Earthquake, & Hazards Program, (ABAG)
Athletic Commission, California (CSAC)
Attorney General (Department of Justice) (AG)
Automotive Repair, Bureau of (BAR)
Baldwin Hills Conservancy (BHC)
Bank on California
Bar of California, State (CALBAR)
Barbering and Cosmetology, Board of (BBC)
Behavioral Sciences, Board of (BBS)
Binational Border Health, California Office of (COBBH)
Biodiversity Council, California (CBC)
Blind, Office of Services to the (OSB)
Boating & Waterways, California Department of (DBW)
Boating and Waterways Commission, California
Broadband and Digital Literacy Office
Building Standards Commission (BSC)
Business and Economic Development, Governor's Office of (Go-Biz)

Business Oversight, Department of (DBO)
Business, Consumer Services, and Housing Agency (BCSH)
CA.Gov (CA.gov)
Cal EMA (CAL EMA)
CAL FIRE (CAL FIRE)
Cal-Atlas (Cal-Atlas)
Cal/EPA (CALEPA)
CalFresh (CalFresh)
CalGOLD (CALGOLD)
CalHealth Workforce
California Channel (CalChannel)
California State Auditor
CalJOBS (CALJOBS)
CalPERS (CALPERS)
CalRecycle
CalSTRS (CalSTRS)
Caltrans (Headquarters) (DOT,CALTRANS)
Caltrans, District 1 (DOT, CALTRANS)
Caltrans, District 10 (DOT,CALTRANS)
Caltrans, District 11 (DOT,CALTRANS)
Caltrans, District 12 (DOT, CALTRANS)
Caltrans, District 2 (DOT,CALTRANS)
Caltrans, District 3 (DOT,CALTRANS)
Caltrans, District 4 (DOT, CALTRANS)
Caltrans, District 5 (DOT, CALTRANS)
Caltrans, District 6 (DOT, CALTRANS)
Caltrans, District 7 (DOT,CALTRANS)
Caltrans, District 8 (DOT,CALTRANS)
Caltrans, District 9 (DOT, CALTRANS)
CalVet (CALVET)
CalWORKS (CALWORKS)
Career Resource Network (CALCRN)
Cemetery & Funeral Bureau (CFB)
Central Valley Flood Protection Board (CVFPB)
Child Abuse Prevention, Office of
Child Support Services, Department of (CDCSS)
Chiropractic Examiners, Board of (BCE)
Citizens Compensation Commission
Citizens Redistricting Commission (CRC)
Climate Change Portal, California
Coachella Valley Mountains Conservancy (CVMC)
Coastal Commission, California (Coastal)
Coastal Conservancy, State (SCC)
Colorado River Board of California (CRB)
Community Colleges Chancellor's Office, California (CCCCO)
Community Services & Development, Department of (CSD)
Compensation Insurance Fund, State (SCIF)
Conservation Corps, California (CCC)

Conservation, Department of (DOC)
Consumer Affairs, Department of (DCA)
Contractors State License Board (CSLB)
Controller's Office, California State (SCO)
Cool California (CoolCal)
Correctional Health Care Services (CHCS)
Corrections & Rehabilitation, Department of (CDCR)
Counties, California State Association of (CSAC)
Court Reporters Board of California
Courts, California
Covered California
Deaf Access, Office of
Debt & Investment Advisory Commission, California (CDIAC)
Debt Limit Allocation Committee
Delta Conservancy
Delta Protection Commission
Delta Stewardship Council
Dental Board of California (DBC)
Dental Hygiene Committee of California (DHCC)
Denti-Cal (DENTI-CAL)
Department of Motor Vehicles (DMV)
Developmental Disabilities, State Council on (SCDD)
Developmental Services, Department of (DDS)
Diagnostic Centers, Department of Education
Digital Education Office
Disability Insurance, State (EDD)
Disabled Veterans Business Enterprise Advisory Council (DVBE)
Earthquake Authority, California
Education, California State Board of
Education, Department of (CDE)
Educational Facilities Authority (CEFA)
eHealth Initiative, California
Elections (Secretary of State) (SOS)
Electronic & Appliance Repair, Bureau of (BEAR)
Emergency Communications Office (911), California
Emergency Food Assistance Program (EFAP)
Emergency Medical Services Authority (EMSA)
Emergency Services, Governor's Office of (Cal EMA)
Employment Development Department (EDD)
Employment Training Panel (ETP)
Energy Commission, California (ENERGY)
Environment Resources Evaluation System, California (CERES)
Environmental Health Hazard Assessment, Office of (OEHHA)
Environmental Protection Agency (CALEPA)
Equalization, Board of (BOE)
eServices Office (ESERVICES)
Experience Unlimited (EDD)
Exposition & State Fair, California (CAL EXPO)

Fair Employment & Housing, Department of (DFEH)
Fair Political Practices Commission (FPPC)
Fair, California State (BIG FUN)
Film Commission, California (CFC)
Finance, Department of (DOF)
Fire Marshal, Office of the State (OSFM)
Firearms, Bureau of (DOJ)
First 5 California (First 5)
Fish & Game Commission (FGC)
Fish & Wildlife, Department of (CDFW)
Fleet & Asset Management, Office of (OFAM)
Flex Alerts
Food & Agriculture, Department of (CDFA)
Forestry & Fire Protection, Board of (BOF)
Forestry & Fire Protection, California Department of (CAL FIRE)
Franchise Tax Board (FTB)
Gambling Control Commission (CGCC)
General Services, Department of (DGS)
Geospatial Clearinghouse (CALATLAS)
Government Operations Agency (CalGovOps)
Governor's Office of Business & Economic Development (Go-Biz)
Governor's Office of Planning & Research (OPR)
Governor, Office of the (GO)
Green California (DGS)
Guide Dogs for the Blind, Board of (BGDB)
Habeas Corpus Resource Center (HCRC)
Hastings College of Law
Health & Human Services Agency (CHHS)
Health & Safety & Workers' Compensation, Commission on (CHSWC)
Health Benefit Exchange, California (HBEX)
Health Care Reform, California
Health Care Services, Department of (DHCS)
Health Facilities Financing Authority, California (CHFFA)
Health Information Integrity, California Office of (CALOHI)
Health Planning and Development, Office of Statewide (OSHPD)
Health Professions Education Foundation (HPEF)
Healthcare Workforce Development Division (HWDD)
Healthy Families Program
Hearing Aid Dispensers Bureau
High-Speed Rail Authority (CAHSRA)
Highway Patrol, California (CHP)
Historic Preservation, Office of (OHP)
Historical and Cultural Endowment, California
Historical Records Advisory Board, California
Historical Resources Commission, State (SHRC)
Home Furnishings & Thermal Insulation, Bureau of (BEARHFTI)
Homeless Youth Project (HYP)
Horse Racing Board, California (CHRB)

Hospitals, Department of State (DSH)
Housing & Community Development, Department of (HCD)
Housing Finance Agency (CALHFA)
Human Resources, Department of (CalHR)
I Can Afford College
Independent Living Council, California State (CALSILC)
Industrial Development Financing Advisory Commission, California (CIDFAC)
Industrial Relations, Department of (DIR)
Industrial Welfare Commission (IWC)
Information Security, Office of (OIS)
Infrastructure & Economic Development Bank (I-Bank) (IBANK)
Inspector General, Office of the (OIG)
Insurance, Department of (CDI)
IT Project Oversight and Consulting Division
Jobs.ca.gov
Joint Venture Program (JVP)
Judicial Council of California
Judicial Performance, Commission on (CJP)
Justice, Department of (Attorney General) (DOJ)
Juvenile Justice, Division of
Juvenile Parole Board (JPB)
Labor and Workforce Development Agency (LWDA)
Labor Enforcement Task Force (LETF)
Labor Market Information Division (LMID)
Labor Standards Enforcement, Division of (DLSE)
Labor Statistics and Research, Division of (DLSR)
Lands Commission, California State (SLC)
Landscape Architects Technical Committee (LATC)
Latino Legislative Caucus (LLC)
Law Enforcement Agencies
Law Revision Committee (CLRC)
Legislative Analyst's Office (LAO)
Legislative Black Caucus (ASM)
Legislative Environmental Caucus
Legislative Information (LEGINFO)
Legislative Lesbian, Gay, Bisexual, & Transgender Caucus (LGBT)
Legislative Outdoor Sporting Caucus
Legislative Rural Caucus
Legislative Women's Caucus
Legislature, California State (LEGISLATURE)
Library, California State (CSL)
Lieutenant Governor, Office of (LTG)
Little Hoover Commission (LHC)
Lottery Commission (Lotto)
Lottery, State (LOTTERY)
Managed Health Care, Department of (DMHC)
Managed Risk Medical Insurance Board (MRMIB)
Medi-Cal (MEDI-CAL)

Mediation & Conciliation Service, State (CMCS)
 Medical Board of California (MBC)
 Mental Health Services Oversight & Accountability Commission (MHSOAC)
 Mentally Ill Offenders, Council on (COMIO)
 Military Department, California (Calguard)
 Military Museum, California State (CSMM)
 Mine Reclamation, Office of
 Mining & Geology Board (SMGB)
 Missing & Unidentified Persons Unit (DOJ)
 Motor Vehicles, Department of (DMV)
 Museum for History, Women and the Arts, California
 Museum, the California (Museum)
 Natural Resources Agency
 Naturopathic Medicine Committee
 New Motor Vehicle Board (NMVB)
 Occupational Safety & Health, California Office of (DOSH)
 Occupational Safety and Health Standards Board (OSHSB)
 Occupational Therapy, California Board of (BOT)
 Ocean Protection Council (OPC)
 Off-Highway Motor Vehicle Recreation (OHMVR)
 Office of Statewide Health Planning & Development (OSHPD)
 Oil, Gas & Geothermal Resources
 Optometry, Board of
 Osteopathic Medical Board of California (OMBC)
 Paid Family Leave Insurance Program (PFL)
 Parks and Recreation Commission
 Parole Hearings, Board of (CDCR, BOPH)
 Patient Advocate, Office of the (OPA)
 Peace Officer Standards & Training, Commission on (POST)
 Personnel Board, State (SPB)
 Pesticide Regulation, Department of (CDPR)
 Pharmacy, Board of
 Physical Therapy Board of California (PTBC)
 Physician Assistant Board (PAC)
 Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun, Board of (BOPC)
 Podiatric Medicine, Board of (BPM)
 Pre-Existing Condition Insurance Plan (PCIP)
 Prison Industry Authority (CALPIA)
 Privacy Enforcement and Protection Unit
 Private Postsecondary Education, Bureau for (BPPE)
 Procurement Division (PD)
 Professional Development, Office of (OPD)
 Professional Engineers, Land Surveyors, & Geologists, Board for (BPELSG)
 Professional Fiduciaries Bureau
 Psychology, Board of
 Public Employees Retirement System, California (CalPERS)
 Public Employment Relations Board, California (PERB)
 Public Health, California Department of (CDPH)

Public Infrastructure Advisory Commission (PIAC)
 Public School Construction, Office of (OPSC)
 Public Utilities Commission, California (CPUC)
 Publishing, Office of State (OSP)
 Railroad Museum, California State (CSRMF)
 Real Estate Appraisers, Office of (OREA)
 Real Estate, Department of (DRE)
 Regenerative Medicine, California Institute for (CIRM)
 Registered Nursing, Board of (RN)
 Registrar of Charitable Trusts (AG)
 Rehabilitation, Department of (DOR)
 Research Bureau, California (CRB)
 Respiratory Care Board of California (RCB)
 Risk and Insurance Management, Office of (ORIM)
 Sacramento-San Joaquin Delta Conservancy
 Safe at Home Program (Secretary of State)
 San Diego River Conservancy (SDRC)
 San Francisco Bay Conservation & Development Commission (BCDC)
 San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy (RMC)
 San Joaquin River Conservancy (SJRC)
 Santa Monica Mountains Conservancy (SMMC)
 Save Our Water (SOW)
 Scholarshare (529)
 Scholarshare Investment Board
 Science Center, California
 Secretary of State (SOS)
 Security and Investigative Services, Bureau of (BSIS)
 Seismic Safety Commission (SSC)
 Self Insurance Plans (DIR, SIP)
 Senate Majority Caucus
 Senate Office of Research (SOR)
 Senate Republican Caucus
 Senate, California State
 Senior Gateway
 Sierra Nevada Conservancy
 Small Business & Disabled Veteran Business Enterprise Certification Program
 Small Business Development Centers (SBDC)
 Social Services, Department of (CDSS)
 Speech-Language Pathology and Audiology Board
 State Hospitals, Department of (DSH)
 State Mandates, Commission on (CSM)
 State Teachers Retirement System, California (CalSTRS)
 State Water Resources Control Board (SWRCB)
 Status of Women, Commission on (CCW)
 Structural Pest Control Board
 Student Aid Commission (CSAC)
 Summer School for the Arts, California State (CSSSA)
 Superintendent of Public Instruction, State (CDE)

Superior Courts, California (COURTS)
Supreme Court of California (COURTS)
Systems Integration, Office of (OSI)
Governor's Office of the Tribal Advisor (TAO)
Tahoe Conservancy, California
Tax Service Center (TAXES)
Teach California
Teacher Credentialing, Commission on (CTC)
Technology Procurement Division, Statewide
Technology Services, Office of (OTech)
Technology, Department of (CalTech)
Telephone Medical Advice Services Bureau (DCA, TMAS)
Tourism Industry, California (for Industry Professionals)
Toxic Substances Control, Department of (DTSC)
Traffic Safety, Office of (OTS)
Transportation Agency, California State (CalSTA)
Transportation Commission (CATC)
Transportation, Department of (DOT,CALTRANS)
Travel and Tourism Commission, California (VisitCalifornia)
Treasurer's Office, State (STO)
Trustees, Board of (California State University)
Unclaimed Property (SCO)
Unemployment Insurance Appeals Board (CUIAB)
Unemployment Insurance Program (EDD, UI)
Uniform Construction Cost Accounting Commission (SCO)
Veterans Affairs, Department of (CalVet)
Veterans Board, The California
Veterinary Medical Board, California (VMB)
Victim Compensation & Government Claims Board (VCGCB)
Vocational Nursing & Psychiatric Technicians, Board of (BVNPT)
Volunteers, California
Voter Registration - Secretary of State (SOS)
Water Quality Monitoring Council, California (Monitoring Council)
Water Resources, Department of (DWR)
Welcome Centers, California (CWC)
Welfare to Work Division (CDSS)
West Nile Virus
Wildlife Conservation Board (WCB)
Women's Health, Office of (OWH)
Women, Infants, & Children Program (WIC)
Worker's Compensation Appeals Board (DIR, WCAB)
Worker's Occupational Safety & Health Training & Education Program (WOSHTEP)
Workers' Compensation, Division of (DIR, DWC)
Workforce Investment Board, California (CWIB)



Requested by: Chris Letsinger
Prepared by: Chris Beechler

Organization: City of Vernon
Date: 8/22/2016

preliminary

Microsoft EA Quote - Renewal

Part Number	Product Description	Unit Price	Qty	Extension
269-12442	OfficeProPlus ALNG SA MVL Pkfrfm	79.69	265	21,117.85
W06-01072	CoreCAL ALNG SA MVL Pkfrfm UsrCAL	39.29	265	10,411.85
KV3-00353	WINENT ALNG SA MVL Pkfrfm	35.17	265	9,320.05
312-02257	ExchgSvrStd ALNG SA MVL	105.96	4	423.84
H21-00591	PrcTSvrCAL ALNG SA MVL UsrCAL	32.83	265	8,699.95
76N-02550	SharePointCAL ALNG SA MVL UsrCAL	16.14	1	16.14
H04-00268	SharePointSvr ALNG SA MVL	1,018.28	1	1,018.28
228-04433	SQLSvrStd ALNG SA MVL	134.34	4	537.36
P71-07282	WINSvrDataCtr ALNG SA MVL 2Proc	922.12	6	5,532.72
P73-05898	WINSvrStd ALNG SA MVL 2Proc	132.11	6	792.66

1 Yr Total \$ 57,870.70

3 Yr Total \$ 173,612.10

Enterprise Update Statement

Enterprise Agreement Number 01E73134

Enrollment Number 7370754

Company Name City of Vernon

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

Customer/Government Partner (as applicable)
Name of Entity* City of Vernon
Signature*
Printed Name*
Printed Title*
Signature Date*

* indicates required fields

Program Signature Form

MBA/MBSA number

Agreement number

01E73134

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	0513988.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Vernon
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	81501227	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	7370754		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal Option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. **Identify which Agency Affiliates are included in the Enterprise. (Required)** Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled **Affiliate's Enterprise will include all new Affiliates acquired** after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled **Affiliate's Enterprise**. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Vernon

Contact name* First Information **Last** Technology

Contact email address* it@ci.vernon.ca.us

Street address* 4305 S Santa Fe Ave

City* Vernon

State/Province* CA

Postal code* 90058-1714-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 323-583-8811

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Information Last Technology

Contact email address* it@ci.vernon.ca.us

Street address* 4305 S Santa Fe Ave

City* Vernon

State/Province* CA

Postal code* 90058-1714 -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 323-583-8811

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Information Last Technology

Contact email address* it@ci.vernon.ca.us

Phone* 323-583-8811

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.

Street address (PO boxes will not be accepted)* 6820 S. Harl Ave.

City* Tempe

State/Province* AZ

Postal code* 85283

Country* United States

Contact name* Software Contract *Support

Phone* 800-466-8990

Contact email address* contractsupport@insight.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* _____</p> <p>Printed name*</p> <p>Printed title*</p> <p>Date*</p>

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0513988.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	265	265	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	265
Client Access License (CAL)	
Core CAL	
Core CAL	265
Windows Desktop	
Windows Enterprise OS Upgrade	265

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
Quantity	265	265	265	265

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.</p>	
<p>Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.</p>	
<p>Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* City of Vernon

Contact name*: First Information Last Technology

Contact email* it@ci.vernon.ca.us

Street address* 4305 S Santa Fe Ave

City* Vernon State* CA Postal code* 90058-1714

Country* United States

Phone* 323-583-8811 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* City of Vernon

Contact name*: First Information Last Technology

Contact email* it@ci.vernon.ca.us

Street address* 4305 S Santa Fe Ave

City* Vernon State* CA Postal code* 90058-1714

Country*: United States
Phone* 323-583-8811 Fax

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of Entity*: City of Vernon

Contact name*: First Information Last Technology

Contact email*: it@ci.vernon.ca.us

Street address*: 4305 S Santa Fe Ave

City*: Vernon **State*:** CA **Postal code*:** 90058-1714

Country*: United States

Phone* 323-583-8811 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



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SEP 01 2016

CITY CLERK'S OFFICE

STAFF REPORT

CITY ADMINISTRATION – IT DIVISION

DATE: September 6, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino, Jr., City Administrator *CF/JDF*
Originator: Ernesto Smith, Information Technology Manager *E.S. 9/11/2016*

RE: Approval of Support and Maintenance Agreement with Advanced Utility Systems.

Recommendation

- A. Find that the approval of a Support and Maintenance Agreement with Advanced Utility Systems is exempt from California Environmental Quality Act (CEQA) review because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378.
- B. Approve a new Support and Maintenance Agreement with Advanced Utility Systems in an amount of \$36,412.92 per year, for a period of 3 years from July 1, 2016 through June 30, 2019. The Support and Maintenance Agreement with Advanced Utility Systems is exempt from competitive bidding and competitive selection under the sole source exemption outlined in Section 2.17.12(A)(2) of the Vernon Municipal Code.

Background

The IT Division needs to renew the Support and Maintenance Agreement with Advanced Utility Systems for the CIS Infinity billing software used by the Vernon Gas & Electric Department. The software has been used in the City, since 2005. The Support and Maintenance Agreement would allow City staff to stay current with software updates, as well as, to allow staff to contact vendor with software support questions. The software is critical to VG&E’s revenue stream as it is used to bill customers for Electric, Gas, and Water usage.

In order to comply with the special good governance reform contract terms and procedures set forth in Section 2.17.30(A) of the Vernon Municipal Code, staff is seeking approval to enter into a new Support and Maintenance Agreement with Advanced Utility Systems for a period of three years. The coverage period would be from July 1, 2016 through June 30, 2019. Pursuant to Section 2.17.12(A)(2) of the Vernon Municipal Code, the Support and Maintenance Agreement

with Advanced Utility Systems requested herein is exempt from competitive bidding and competitive selection as the support and maintenance services can only be obtained from Advanced Utility Systems as the CIS Infinity software is their proprietary software.

The Support and Maintenance Agreement with Advanced Utility Systems has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact

The annual cost of the Support and Maintenance Agreement with Advanced Utility Systems requested herein is \$36,412.92 for three years for a total amount not-to-exceed \$109,238.76. Sufficient funds for this year's cost were allocated and are available in the fiscal year 2016-2017 IT budget. Sufficient funds will be budgeted accordingly in subsequent fiscal years.

Attachment(s)

1. Support and Maintenance Agreement with Advanced Utility Systems

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

**N. HARRIS COMPUTER CORPORATION
("Harris")**

- and -

**THE CITY OF VERNON
("Organization")**

RECITALS

1. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software;

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "**Support and Maintenance Agreement**") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "**License Agreement**").
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.
3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's **sole discretion**, be modified or supplemented from time to time. To enable Harris to provide effective support, **the Organization will establish auto remote access procedures compatible with Harris's** then current practices which may be revised over time.
4. This Support and Maintenance Agreement becomes effective (the "**Start Date**") July 1, 2016.

5. In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Support and Maintenance Fee will be billed annually, in accordance with the Organization's fiscal year. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
 - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services, and
 - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of \$75.00/hour; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (receipts to be provided upon Organization's request); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile.

Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.

7. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.
8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

10. The initial term of this Support and Maintenance Agreement shall begin on the Start Date and end on June 30, 2019, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the term. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each year of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
 - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) days of the start of a year within the term.
13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (c) THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
 - (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
17. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
18. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

19. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
 - (i) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in Harris's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
 - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
20. This Support and Maintenance Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles.
21. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
22. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and inure to the benefit of the successors and permitted assigns of the parties.
23. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per:



Name: Peter Fanous
Title: Executive Vice President

CITY OF VERNON

Per:

Name:
Title:

Schedule "A"

Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule "A" shall form part of the Support and Maintenance Agreement only

where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

2016-2017 Support and Maintenance Fees: \$36,412.92

Exhibit 2
Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

RECEIVED

AUG 31 2016

CITY CLERK'S OFFICE



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AUG 29 2016

CITY ADMINISTRATION

CA 8-31-16

FIRE DEPARTMENT

Michael A. Wilson, Fire Chief

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 583-8811 Fax (323) 826-1407

August 29, 2016

Honorable Mayor and City Council
City of Vernon

Honorable Members:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of August 1, 2016 through August 15, 2016.

Respectfully Submitted,

Michael A. Wilson
Fire Chief

MAW:ar

: Fireletnow

Exclusively Industrial

**VERNON FIRE DEPARTMENT
COMPANY ACTIVITIES
August 1, 2016 to August 15, 2016**

	This Period Last Year	Last Year To Date	This Period	This Year To Date
ACTIVITY TYPE				
<u>FIRE PREVENTION:</u>				
Regular Inspections (#):	49	1057	53	898
Re-Inspections (#):	16	223	3	145
Spec. Haz. Inspections (#):	1	21	0	19
Total Inspections:	66	1301	56	1062
Total Man Hours:	77	1805	75	1285
 <u>TRAINING (HOURS):</u>				
Firefighting	96	1523	144	1395
Hazardous Materials	43	495	51	524
Safety	121	2045	139	1913
Apparatus Operations	124	1902	133	1933
Equipment Operations	122	1978	133	1907
CPR	0	26	11	51
First Aid	23	334	52	365
Total Hours:	529	8303	663	8088
 <u>PRE-INCIDENT (HOURS):</u>				
Planning	68	1365	66	1245
District Familiarization	82	1211	96	1348
Total Hours:	150	2576	162	2593
 <u>PERIODIC TEST (HOURS):</u>				
Hose Testing	0	26	0	3
Pump Testing	0	10	0	3
Total Hours:	0	36	0	6

PUBLIC SERVICE PROGRAMS (HOURS)

School Programs	0	33	0	23
Fire Brigades	0	18	0	4
Emergency Preparedness	3	173	15	189
Total Hours:	3	224	15	216

ROUTINE MAINTENANCE (HOURS):

Station	125	1860	133	1860
Apparatus	120	1897	132	1889
Equipment	119	1969	142	1940
Total Hours:	364	5726	407	5689
Grand Total Hours:	1123	18670	1322	17877

:Fireactivity

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CITY CLERK'S OFFICE



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CITY ADMINISTRATION

AG-29-16

MEMO

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

DATE: August 24, 2016

TO: Carlos Fandino, City Administrator

FROM:  Lewis Pozzebon, Interim Director of Health & Environmental Control Dept.

RE: Transmittal of Health & Environmental Control Dept. Monthly Report

I am forwarding the attached subject report for July 2016 for submission to the City Council. I am requesting that the report be placed on the next City Council agenda.

Please let me know if you need additional information.

Attachment

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

July, 2016

MONTHLY REPORT



City of Vernon
Lewis Pozzebon, Interim Director/Health Officer

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT
MONTHLY REPORT

July 2016

FISCAL YEAR STATISTICS (JULY 2015 – JUNE 2016)

TOTAL NUMBER OF SERVICES: 9,600
FOOD PROGRAM SERVICES: 2,642
HAZARDOUS MATERIALS PROGRAM SERVICES: 2,920

HAZARDOUS MATERIALS CONTROL

The hazardous materials activities in July primarily involved the processing of invoices and documents to re-issue health permits for businesses that handle hazardous materials here in the City. Hazardous Material Invoices include fees to cover the costs of conducting inspections, re-visits, and reviews of permitted facilities. Businesses were also reminded of the requirement to report annually to the web-based portal “California Environmental Reporting System” (CERS). The submission of chemical information is electronically directed to us for verification. After verification the chemical information data is forwarded to State agencies as needed.

• • • •

Chief Deputy Director David LeDuff continues to monitor and report on the status of our progress in addressing items from the Certified Unified Program Agency evaluation. This includes the CERS project. Quarterly status reports are provided to CalEPA on the status of improvement efforts. Health Department staff worked in the field to address the backlog of inspections that were the result of staffing vacancies prior to 2015.

• • • •

Staff continues to monitor closure activities at 2939 Bandini Blvd., Service Oil on Atlantic Blvd., Pechiney on Fruitland Ave., Exide Technologies on Indiana Street, and 1890 E. 25th Street. These activities are very time consuming and can last for months if not years before receiving a final closure letter from us.

• • • •

Staff continued to attend the Exide Community Advisory Group meetings in July. These meetings are held by DTSC to discuss the draft closure plan for the Exide Technologies facility and proposed remediation of contaminated residential properties. Once the draft plan is reviewed and comments are addressed, a final plan will be circulated and a formal public comment period will be opened. Upon completion of the public comment period and addressing all of the comments, an approved work plan will be approved to begin the decontamination and demolition of the site. The proposed plan is estimated to take approximately 5 years to complete. In the meantime, Exide conducts daily cleanup of sidewalks in the vicinity of the facility along Bandini, Indiana, and 26th Street.

David LeDuff has been coordinating efforts to provide information to Vernon residents on the status of lead contaminated soil assessment and plans for remediation for Vernon residential sites.

• • • •

Training continues to be a primary concern for our staff, as well as a requirement for multiple certifications and registrations held by staff. Several staff members attended an annual 8-hour Hazardous Waste Operations (HazWOPR) Health & Safety training for hazardous waste inspectors.

UNDERGROUND TANK PROGRAM

No underground tanks were removed in July. However, staff conducted monitoring and certification inspections at several facilities, including: Dunn Edwards Company, Randall Foods, Fed-Ex, King Meat, and Catalina Pacific. Staff also assisted the Public Works Dept. in testing the City's underground storage tanks at City Hall, and three Fire Stations.

FOOD PROGRAM

Annual wholesale food vehicle inspections were initiated during the month of July. A part of the wholesale food vehicle program includes the inspection of vehicles to assure compliance with sanitation and mechanical refrigeration requirements. Vernon health inspectors scheduled an annual inspection of wholesale food vehicles for a one week period starting on July 25th and ending on July 29th, 2016. The inspection program was held at Fire Station #1 on Fruitland, and was modified this year. To reduce the number of vehicles brought into the Station #1, Vernon facilities with wholesale food vehicles were inspected at their locations. Over 1,300 permitted vehicles were inspected during the renewal period!

• • • •

Senior Environmental Health Specialist Lyndon Ong Yiu continues to conduct plan check reviews for food facilities; food processor establishments; and restaurants. New construction, remodeling, and modification of food facilities requires a rigorous review of new building codes as well as Health & Safety code requirements.

• • • •

Senior Environmental Health Specialist Lyndon Ong Yiu also conducts and monitors backflow device testing on a regular basis to assure that the potable water system is protected from any possible contamination. Annual testing data for each device are maintained by the Health Dept.

• • • •

Environmental Specialists Erik Cheng and Gloria Valdivia conducted a complaint inspection of Joe K's restaurant on Soto Street. Significant health violations were found including improper

food temperatures apparently caused by faulty refrigeration equipment. Food that was determined to be unsafe was voluntarily destroyed by the operator. Follow-up inspections confirmed compliance.

ENVIRONMENTAL PROTECTION

In July, fourteen water samples were collected from various locations served by the three water purveyors in the City. All of the samples tested negative for e-coli and total coliforms. Analyses of these samples indicated they all met State standards for potability.

• • • •

Senior Environmental Specialist Jerrick Torres continues to assist in monitoring the ongoing status of Exide Technologies and interaction with the South Coast Air Quality Management District (AQMD) and Regional Water Quality Control Board (RWQCB) with regards to the monitoring of lead and arsenic emissions in storm water discharges to the streets and storm drains.

• • • •

Also of note in July was a significant number of occupancy inspections scheduled. Twenty (20) initial occupancy inspections were conducted during the month!

• • • •

Also of note for July was an increase of complaints in animal control calls. A recurring complaint about multiple loose dogs in the area near Washington Blvd and Downey Road resulted in a coordinated effort by Southeast Area Animal Control Authority, Los Angeles City Animal Services and Los Angeles County Animal Control.

• • • •

Environmental Specialist Erik Cheng conducted a mosquito survey in the Los Angeles River bed, and was able to clear standing water which allows mosquitoes to breed.

• • • •

Senior Environmental Specialist Jerrick Torres reviewed and approved a new Cal-ARP facility for Owens Brockway's Ammonia System. Our staff is trained to properly oversee new and existing facilities that use chemicals that meet a certain thresh-hold, known as the "California Accidental Release Program" (Cal-ARP) and we conduct inspections and 5-year reviews above and beyond the normal routine requirements for these sites to insure compliance and safety.



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CITY CLERK'S OFFICE



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CITY ADMINISTRATION

08-18-16

POLICE DEPARTMENT

Daniel Calleros, Chief of Police

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 587-5171 Fax (323) 826-1481

August 16, 2016

**Honorable City Council
City of Vernon
Vernon, California**

Honorable Members:

Attached are copies of the Vernon Police Department Activity Log and Statistical Summary of Arrest and Activities which cover the period from 12:01 a.m., August 1, 2016 up to and including midnight of August 15, 2016.

Respectfully submitted,

VERNON POLICE DEPARTMENT

Daniel Calleros

**DANIEL CALLEROS
CHIEF OF POLICE**

DC/ar

Exclusively Industrial

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 08/01/2016

Jurisdiction: VERNON

Last Date: 08/15/2016

Department	Complaint Type Description	All Units	Primary Unit
VPD			
	10-6 OFFICER IS 10-6 C7.961.962.10-10. WASH. EQUIPM	162	151
	10-96H PICK UP THE JAIL PAPER WORK FROM HP JAIL	2	2
	10-96M 10-96 MARY (MAIL DETAIL)	5	4
	166R COURT ORDER VIOLATION REPORT	2	1
	20002 NON-INJURY HIT AND RUN	4	2
	20002R NON-INJURY HIT AND RUN REPORT	9	5
	242 BATTERY	4	1
	245R ASSAULT WITH A DEADLY WEAPON REPORT	1	1
	273.5 DOMESTIC VIOLENCE	2	1
	415 DISTURBING THE PEACE	28	7
	422R TERRORIST THREATS REPORT	3	2
	459A AUDIBLE BURGLARY ALARM	126	67
	459R BURGLARY REPORT	3	1
	459VR BURGLARY TO A VEHICLE REPORT	1	1
	484 PETTY THEFT	2	1
	484R PETTY THEFT REPORT	7	5
	487R GRAND THEFT REPORT	6	3
	586 PARKING PROBLEM	31	26
	586E PARKING ENFORCEMENT	11	11
	594 VANDALISM	6	2
	594R VANDALISM REPORT	3	2
	602 TRESPASS	19	8
	901 UNKNOWN INJURY TRAFFIC COLLISION	7	2
	901T INJURY TRAFFIC COLLISION	27	11
	901TR INJURY TRAFFIC COLLISION REPORT	3	1
	902T NON-INJURY TRAFFIC COLLISION	48	30
	902TR NON-INJURY TRAFFIC COLLISION REPORT	5	3
	909T TRAFFIC HAZARD	3	1
	911 911 MISUSE / HANGUP	4	3
	911A CONTACT THE REPORTING PARTY	15	11
	917A ABANDONED VEHICLE	7	5
	920PR LOST PROPERTY REPORT	3	2
	925 SUSPICIOUS CIRCUMSTANCES	49	17
	927 UNKNOWN TROUBLE	4	2
	AB109 PROBATION / PAROLE COMPLIANCE CHECKS	1	1
	ASTVFD ASSIST VERNON FIRE DEPARTMENT	12	6
	BOSIG BROKEN SIGNAL OR LIGHT	6	3
	BOVEH BROKEN DOWN VEHICLE	11	7
	CITCK CITATION CHECK	10	8
	CITY ALARMS CITY HALL ALARMS. FINANCE. CITY CLERK. HEAL	1	1
	CIVIL CIVIL MATTER	10	5
	DEMOSTRA DEMONSTRATION	1	1
	DET DETECTIVE INVESTIGATION	21	14
	DETAIL DETAIL	6	6
	DPTAST DEPARTMENTAL ASSIST	3	2
	DUI DRIVING UNDER THE INFLUENCE	3	2
	DUITRAFFIC DUI CHECK POINT TRAFFIC	2	1
	DUST DUST FOR PRINTS	3	1

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 08/01/2016

Jurisdiction: VERNON

Last Date: 08/15/2016

Department	Complaint Type	Description	All Units	Primary Unit
VPD	FILING	OFFICER IS 10-6 REPORT WRITING	39	38
	FOUND	FOUND PROPERTY REPORT	1	1
	FU	FOLLOW UP	1	1
	GTAR	GRAND THEFT AUTO REPORT	9	8
	HBC	HAILED BY A CITIZEN	13	11
	ILLDPG	ILLEGAL DUMPING	6	2
	LOCATE	LOCATED VERNON STOLEN VEHICLE	3	3
	LOJACK	LOJACK HIT	2	2
	MUTUAL AID	MUTUAL AID	2	1
	PANIC ALARM	PANIC ALARM/DURESS ALARM	23	6
	PAPD	PUBLIC ASSIST-POLICE	24	13
	PATCK	PATROL CHECK	92	69
	PEDCK	PEDESTRIAN CHECK	48	25
	PRSTRAN	PRISONER TRANSPORTED	10	9
	PURSUIT	PURSUIT	7	1
	REC	RECOVERED STOLEN VEHICLE	37	12
	RECKLESS DF	RECKLESS DRIVING (23103)	1	1
	REPO	REPOSSESSION	2	2
	RR	RAIL ROAD PROBLEM	2	1
	SEAACA	SEAACA ANIMAL CALLS	1	1
	SHOTS	SHOTS	1	1
	SPEED	SPEED CONTEST OR SPEEDING (23109)	2	1
	TRAFFIC STO	TRAFFIC STOP	271	212
	VCK	VEHICLE CHECK	111	82
	VEH RELEASE	VEHICLE RELEASE	3	3
	VMCVIO	VERNON MUNICIPAL CODE VIOLATION	3	1
	WARRANT	WARRANT ARREST	3	2
	WELCK	WELFARE CHECK	3	2
	WRNTSVC	WARRANT SERVICE	8	8
Department:			1430	969
Overall:			1430	970

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 08/16/16

TRAFFIC COLLISIONS

	<u>NO.</u>
TOTAL	17
NON-INJURY	8
INJURY	9
Pedestrian	
Fatalities	
City Property Damage	1
Hit & Run (Misdemeanor)	2
Hit & Run (Felony)	
Persons Injured	13

PROPERTY RECOVERED

VEHICLES: \$7,600.00

VEHICLES STORED

Unlicensed Driver	2
Abandoned/Stored Vehicle	13
Traffic Hazard	2

PROPERTY RECOVERED FOR OTHER DEPARTMENTS

VEHICLES: \$94,366.00

CITATIONS

Citations Iss (Prisoner Release)	17
Citations Iss (Moving)	162
Citations Iss (Parking)	43
Citations Iss (Total)	205
Hazardous	87
Non-Hazardous	75
Other Violations	

CASES CLEARED BY ARREST

AR16-0239	CR16-1212	273.5 PC
AR16-0240	CR16-1213	10851 (A) VC
AR16-0241	CR16-1228	10851 (A) VC
AR16-0243	CR16-1234	10851 (A) VC
AR16-0245	CR16-1239	2800.2 VC
AR16-0247	CR16-1243	273.6 (A) PC
AR16-0248	CR16-1244	10851 (A) VC
AR16-0249	CR16-1244	10851 (A) VC
AR16-0250	CR16-1255	148 (A) (1) PC
AR16-0251	CR16-1267	647 (F) PC
AR16-0252	CR16-1272	602 (J) PC
AR16-0253	CR16-1272	602 (J) PC
AR16-0256	CR16-1275	10851 (A) VC
AR16-0257	CR16-1282	11377 (A) H&S

**VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING 08/15/16

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON			
BURGLARY			
EVADE PEACE OFFICER, WILLFUL	1		1
GRAND THEFT AUTO	5	1	6
GTA W/ PRIOR GTA/THEFT CONVICTION			
INFLICT CORPORAL INJURY ON SPOUSE	1		1
ROBBERY			
TRANSPORT/SELLING METHAMPHETAMINE			
WARRANT (VERNON CASE)			
WARRANT (OUTSIDE AGENCY)			
TOTAL FELONY ARRESTS	7	1	8

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
BATTERY			
CONTEMPT OF COURT			
DISORDERLY CONDUCT: ALCOHOL	1		1
DRIVING UNDER THE INFLUENCE			
POSS. CONTROLLED SUBSTANCE		1	1
RESISTING ARREST	1		1
TRESSPASSING	1	1	2
VIOLATE COURT ORDER:DOMESTIC VIO.	1		1
WARRANTS (VERNON CASE)	4		4
WARRANTS (OUTSIDE AGENCY)	2		2
TOTAL MISD. ARRESTS	10	2	12

JUVENILES DETAINED --- FELONY AND MISDEMEANOR			
	MALE	FEMALE	TOTAL
BURGLARY			
MINOR POSS. OF ALCOHOL			
VANDALISM			
VEHICLE THEFT			
WARRANTS (BENCH)			
TOTAL JUVENILES DET.	0	0	0

TOTAL FELONY ARRESTS (ADULT) TO DATE:	87
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	166
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	6
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	259

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/01/2016

Jurisdiction: VERNON

Last Date: 08/01/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time												
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20160814636	RPT		08/01/2016 487R	06:22:19	MIKE LISCOTTI 4333 BANDINI BL. VERNON													
						VPD	REYNA,JOSE S	*1L5	06:24:07		06:32:05							07:23:36
						VPD	CHAVEZ,JERRY,J	2S2		06:52:45	07:03:09						07:07:22	
												Department VPD	OCA Number CR20161205	RMS Juris CA0197300				
20160814640	VS		08/01/2016 VCK	07:10:04	BANDINI BL // BONNIE BEACH PL. VERNON													
						VPD	CHAVEZ,JERRY,J	*2S2			07:10:20						07:44:16	
						VPD	VILLEGAS,RICHA	2L8	07:11:50		07:17:50							08:00:26
												Department VPD	OCA Number CR20161206	RMS Juris CA0197300				
20160814649	RPT		08/01/2016 484R	10:38:08	RED CARPET 2111 ANDERSON. VERNON													
						VPD	ENCINAS,ANTHO	*2L11	10:41:05	10:41:07	10:52:21						10:56:00	
						VPD	MADRIGAL,MARI	2L12			10:54:42							11:41:08
												Department VPD	OCA Number CR20161207	RMS Juris CA0197300				
20160814660	1015 RPT		08/01/2016 WARRANT	13:08:47	4305 S SANTA FE AV. VERNON													
						VPD	ESCOBEDO,ALEX	*5D23			13:08:47							13:52:23
												Department VPD	OCA Number CR20161208	RMS Juris CA0197300				
20160814663	RPT		08/01/2016 GTAR	13:22:37	JAIME MAYA 4432 PACIFIC BL. VERNON													
						VPD	NEWTON,TODD	*M1	13:29:38		13:59:06						14:28:16	
												Department VPD	OCA Number CR20161208	RMS Juris CA0197300				
20160814677	VOID		08/01/2016 20002R	16:33:13	MARGERITA CORONA E 27TH // SANTA FE AV. VERNON													
						VPD	QUINONES,ANA	*2STOF			16:38:25						18:01:17	
												Department VPD	OCA Number CR20161209	RMS Juris CA0197300				
20160814680																		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/02/2016

Jurisdiction: VERNON

Last Date: 08/02/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time														
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20160814720																				
1015	RPT		08/02/2016	10:09:50	BANDINI BL // SOTO, VERNON															
			VCK																	
						VPD	VILLEGAS,RICHA	*2L8			10:09:50									11:35:17
						VPD	MADRIGAL,MARIA	2L5	10:21:17		10:27:42									10:57:05
						VPD	LUCAS,JASON	2L7	10:10:51											10:21:08
						VPD	CHAVEZ,JERRY,J	2S2	10:11:22		10:14:40									10:45:50
20160814735																				
1015	RPT		08/02/2016	13:53:11	S SOTO // FRUITLAND AV, VERNON															
	VREC		REC																	
						VPD	GAYTAN,LORENZ	*2L4			13:53:13									14:45:41
						VPD	MADRIGAL,MARIA	2L5			13:55:55									15:48:51
						VPD	ENCINAS,ANTHO	2L6			13:55:45									14:09:32
						VPD	LUCAS,JASON	2L7			14:22:43									14:58:45
						VPD	VILLEGAS,RICHA	2L8			13:56:11									15:02:18
						VPD	CHAVEZ,JERRY,J	2S2			13:54:32									14:45:07
						VPD	NEWTON,TODD	M1			13:53:31									14:44:56
20160814755																				
REPO			08/02/2016	17:18:51	RECOVERY MANAGMENT 2440 E 38TH, VERNON															
			REPO																	
						VPD	RECORDS BUREAU	*RECD			17:23:27									18:53:53
20160814756																				
RPT			08/02/2016	17:20:44	MICHELLE S SANTA FE AV // 28TH, VERNON															
			902T																	
						VPD	ENCINAS,ANTHO	*2L6	17:22:34		17:27:33									18:28:00

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/03/2016

Jurisdiction: VERNON

Last Date: 08/03/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dep	Officer	Unit	Dispatch	Enroute	OnScene
20160814773											
RPT		08/03/2016	00:05:52								
VREC		REC		52ND // PACIFIC, VERNON							
				VPD HERRERA,GUSTAF	*1L6			00:05:52			00:33:24
				VPD SWINFORD,PHILL	1L4		00:05:57	00:07:22			00:28:56
20160814785											
RPT		08/03/2016	06:56:05	DON ARMSTRONG							
		GTAR		4423 E DISTRICT BL, VERNON							
				VPD	*2L5	07:00:09	07:00:55	07:13:19			08:14:28
20160814792											
MK72		08/03/2016	09:16:14	KATHY							
VS		917A		5151 HELIOTROPE ST, VERNON							
RPT				VPD ENCINAS,ANTHO	*2L6	09:18:27	09:19:15	09:24:03			10:08:50
20160814799											
RPT		08/03/2016	10:57:24	MARIO							
		901TR		E 50TH // BOYLE AV, VERNON							
				VPD MADRIGAL,MARIA	*2L7		11:00:29	11:04:17			11:52:05
				VPD GAYTAN,LORENZ	2L5			11:12:11			11:52:05
				VPD CHAVEZ,JERRY,J	2S2			11:06:19		11:18:05	
20160814816											
RPT		08/03/2016	17:05:11								
VS		VCK		FRUITLAND AV // PACIFIC BL, VERNON							
				VPD ENCINAS,ANTHO	*2L6			17:05:15			18:06:13
20160814834											
RPT		08/03/2016	21:45:45	JESUS GONZALEZ							
VS		901T		E VERNON AV // SANTA FE AV, VERNON							
				VPD HERNANDEZ,EDV	*1L6		21:47:26	21:48:20			23:01:12

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/03/2016

Jurisdiction: VERNON

Last Date: 08/03/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time											
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20160814834	RPT		08/03/2016	21:45:45	JESUS GONZALEZ												
	VS		901T		E VERNON AV // SANTA FE AV, VERNON												
						VPD	VALENZUELA,FEI	1L4		21:48:12	21:49:06						22:25:36
						VPD	HERRERA,GUST#	1L5		21:48:15	21:50:41						23:01:12
						VPD	VASQUEZ,LUIS	1L7		21:47:37	21:49:03						23:01:13

Department: VPD
OCA Number: CR20161222
RMS Juris: CA0197300

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/04/2016

Last Date: 08/04/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20160814840	VREC	08/04/2016	02:01:49	CITY TERRACE TOW								
			LOCATE	BISWICK // LOS PALOS, LOS ANGELES								
			VPD	DISPATCH	*DISP			02:03:20				02:34:56
20160814846	RPT	08/04/2016	07:37:50	BIBIANA								
			901T	E VERNON AV // SANTA FE AV, VERNON								
			VPD	CERDA,EUGENIO	*2L12	07:38:53	07:39:31	07:40:38				08:31:52
			VPD	ZOZAYA,OSCAR	K91		07:39:26	07:43:34			08:00:49	
20160814854	RPT	08/04/2016	10:53:53	SEVEN UP								
	PATM		422R	3220 E 26TH, VERNON								
			VPD	ZOZAYA,OSCAR	*K91	11:08:47	11:09:11				11:10:21	
			VPD	DOCHERTY,MICH	2L11		11:10:18	11:13:40				12:17:16
20160814859	RPT	08/04/2016	12:03:54	FIXTURE WHOLESAL								
			484R	2797 LEONIS BL, VERNON								
			VPD	CERDA,EUGENIO	*2L12	12:06:14	12:06:43	12:09:47				12:45:24
20160814867	RPT	08/04/2016	15:09:52	ABRAHAM								
			902T	BANDINI BL // BONNIE BEACH PL, VERNON								
			VPD	ZOZAYA,OSCAR	*K91	15:11:01	15:11:19				15:26:07	
			VPD	DOCHERTY,MICH	2L11		15:23:09	15:23:40				16:00:42
20160814873	RPT	08/04/2016	17:15:02	ANGELO BELLOMO								
			901T	S SANTA FE AV // 27TH, VERNON								
			VPD	CERDA,EUGENIO	*2L12	17:16:24	17:17:03	17:18:53				18:04:41
			VPD	ONOPA,DANIEL	2L8	17:16:27	17:17:05	17:18:55				18:04:41

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/06/2016

Jurisdiction: VERNON

Last Date: 08/06/2016

Call Number	Disp	Ten	Received	Caller	Unit Time						
					Code	Complaint	Address	Dispatch	Enroute	OnScene	Depart
		Dep	Officer	Unit							
20160814970											
RPT		08/06/2016	12:30:41	PHYSICAL DISTRIBUTION							
		487R		2034 E 27TH, VERNON							
			VPD	CERDA, PAUL, JR	*2L8	12:32:30	12:33:00	12:37:11		13:18:43	
			VPD	HERNANDEZ, MIG	2L11			12:40:10			13:32:51
			VPD	CERDA, EUGENIO	2L12		12:33:33			12:33:46	
20160814989											
1015		08/06/2016	19:34:46								
RPT		TRAFFIC STOP		S SOTO // 54TH, VERNON							
			VPD	OURIQUE, CARLO	*1L7			19:34:46			20:21:16
			VPD	ONOPA, DANIEL	1L5	19:39:16	19:43:03			20:19:06	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/08/2016

Jurisdiction: VERNON

Last Date: 08/08/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time										
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20160815143	RPT	08/08/2016	08:13:28	DEL THO	6170 S BOYLE AV. VERNON											
		902T														
				VPD	QUINONES,ANA	*2A4		08:14:53								
				VPD	ENCINAS,ANTHO	2L5		08:15:18	08:19:31							09:26:56
20160815208	VREC	08/08/2016	18:32:48	LASO LAKEWOOD	LAKEWOOD // RAMONA. BELLFLOWER											
	RPT	DUST														
				VPD	ENCINAS,ANTHO	*2L5		18:32:48	19:02:01						22:07:21	
				VPD	MARTINEZ,GABR	5D31			00:29:32							03:02:40
				VPD	RAMOS,JOSE	5D35			00:29:35							03:02:40

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/09/2016

Last Date: 08/09/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20160815229			08/09/2016 07:46:47											
	VI		TRAFFIC STOP	E 55TH // SANTA FE AV. VERNON										
	RPT													
					VPD	GAYTAN,LORENZ	*2L4			07:46:47				08:12:32
20160815248			08/09/2016 10:04:11											
	RPT		PEDCK	DOWNEY RD // SLAUSON AV. VERNON										
					VPD	MADRIGAL,MARI/	*2A5			10:04:11				11:48:58
					VPD	ENCINAS,ANTHO	2L6	10:04:28		10:25:22			10:48:36	
20160815251			08/09/2016 10:24:19											
	1015	2L7	REC	3031 E VERNON AV. VERNON										
	RPT	M1												
	VREC	2S2												
					VPD	NEWTON,TODD	*M1			10:24:26			11:22:27	
					VPD	GAYTAN,LORENZ	2L4	10:25:05		10:25:53			11:42:33	
					VPD	VILLEGAS,RICHA	2L7			10:26:14				13:20:22
					VPD	WINEGAR,JERRY	2L92	10:28:31					10:31:36	
					VPD	CHAVEZ,JERRY,J	2S2			10:25:34			11:22:29	
20160815261			08/09/2016 13:17:21											
	MET		PAPD	4305 S SANTA FE AV. VERNON										
	RPT													
					VPD	MADRIGAL,MARI/	*2A5			13:18:31				15:25:02
					VPD	NEWTON,TODD	M1			13:24:43			13:50:35	
20160815273			08/09/2016 15:21:07											
	VS		VCK	HELIOTROPE ST // DISTRICT BL. VERNON										
	RPT													
					VPD	ENCINAS,ANTHO	*2L6			15:21:08				16:04:23
20160815289														

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/09/2016

Last Date: 08/09/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit	Unit Time								
									Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20160815289	RPT		08/09/2016 20:00:15	GTAR		CARLOS GALENA 5837 S DISTRICT BL, VERNON											
						VPD HERRERA,GUSTA		*1L11	20:03:05	20:26:37							21:06:49
									Departmen VPD	OCA Number CR20161247		RMS Juris CA0197300					

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/10/2016

Jurisdiction: VERNON

Last Date: 08/10/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time												
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp			
20160815342	RPT		08/10/2016	13:11:08	LEE 3634 S SOTO, VERNON S/A #2898													
			901T															
					VPD CHAVEZ,JERRY.J	*2S2			13:13:03									13:53:53
					VPD MADRIGAL,MARIA	2A5			14:03:42									14:03:47
					VPD DOCHERTY,MICH	2L4			13:13:32	13:18:49								14:19:45
20160815344	RPT		08/10/2016	13:50:16	STEWART 4615 ALCOA AV, VERNON													
			487R															
					VPD ZOZAYA,OSCAR	*K91			13:55:58	14:06:09								15:15:11
20160815350	RPT	2L7	08/10/2016	15:20:43	SLAUSON // LOMA VISTA, VERNON													
	VI	K91	PURSUIT															
	1015	2L7																
					VPD ENCINAS,ANTHO	*2L7					15:20:47							16:42:44
					VPD MADRIGAL,MARIA	2A5		15:24:14	15:28:06									16:23:23
					VPD DOCHERTY,MICH	2L4			15:26:55									15:32:15
					VPD GAYTAN,LORENZ	2L8			15:24:35									16:24:38
					VPD CHAVEZ,JERRY.J	2S2			15:21:36									16:24:40
					VPD ESTRADA,IGNACI	2XS2			15:28:37									16:24:41
					VPD ZOZAYA,OSCAR	K91			15:25:58									16:24:34
20160815360	GOA		08/10/2016	17:09:35	JAMES E 27TH // SANTA FE AV, VERNON													
	RPT		594															
					VPD DOCHERTY,MICH	*2L4			17:12:20	17:16:18								17:43:09
					VPD ENCINAS,ANTHO	2L7			17:12:24	17:14:24								17:22:10
					VPD CHAVEZ,JERRY.J	2S2				17:16:20								17:22:10
20160815361	REPO		08/10/2016	17:42:46	PACIFIC COAST CHEMICAL 5100 S DISTRICT BL, VERNON													
			REPO															

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/11/2016

Jurisdiction: VERNON

Last Date: 08/11/2016

Call Number	Disp	Ten	Received	Caller	Unit Time											
					Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20160815381	RPT		08/11/2016	00:06:21	VERIZON WIRELESS 800 451 5242 4											
	VREC		REC		4724 E 26TH. VERNON											
						VPD	HERNANDEZ,EDV	*1L11	00:07:07	00:07:07	00:10:58					01:40:57
						VPD	HERRERA,GUST#	1L12		00:10:23					00:15:41	
						VPD	VALENZUELA,FEI	1L8		00:07:50	00:11:15				00:53:31	
20160815399	VI		08/11/2016	10:54:11												
	RPT		VCK		5005 HAMPTON. VERNON											
						VPD	GAYTAN,LORENZ	*2L4		10:55:08	11:10:53					11:25:40
20160815409	VREC		08/11/2016	13:03:46	NATIONAL CITY POLICE											
			LOCATE		2600 A AVENUE. NATIONAL CITY											
						VPD	GRAY,BRANDON	*5D30			14:31:30					14:34:51
20160815411	RPT		08/11/2016	13:21:23	PORCIA MARTINEZ											
			484R		4801 PACIFIC BL. VERNON											
						VPD	GAYTAN,LORENZ	*2L4	13:23:35	13:24:01	13:29:23					14:17:14
20160815416	VREC		08/11/2016	14:38:48	JAIME											
	RPT		REC		2801 E VERNON AV. VERNON											
						VPD	ZOZAYA,OSCAR	*K91	14:41:33	14:42:00	14:54:03					15:44:02
20160815426	RPT		08/11/2016	16:55:56	FAITH											
			902T		S DISTRICT BL // FRUITLAND AV. VERNON											
						VPD	CERDA,EUGENIO	*2L7	16:57:31	16:57:57	17:07:33					18:36:16
						VPD	DOCHERTY,MICH	2L6	17:04:32	17:05:28	17:18:39				17:24:50	
20160815430																

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/12/2016

Last Date: 08/12/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove
		Code	Complaint	Dep	Officer	Unit					
20160815457											
VI			08/12/2016 07:56:04								
CITE			TRAFFIC STOP		SOTO // SLAUSON, VERNON						
SRVD											
RPT											
						VPD CERDA,EUGENIO	*2L7		07:56:04		08:39:01
						VPD DOCHERTY,MICH	2L4	07:57:18	08:04:22		08:39:01
20160815516											
VI			08/12/2016 20:36:59								
			TRAFFIC STOP		E 49TH // SANTA FE AV, VERNON						
						VPD ESTRADA,IGNACI	*1S1		20:36:59		21:08:30
						VPD VELASQUEZ,RICH	1L11		20:37:01		21:08:26
						VPD ONOPA,DANIEL	1L12		20:39:21		21:12:00
						VPD OURIQUE,CARLO	1L8		20:38:14		21:08:28

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/13/2016

Jurisdiction: VERNON

Last Date: 08/13/2016

Call Number	Disp	Ten	Received	Caller	Address	Unit Time														
						Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp					
20160815556																				
1015			08/13/2016	09:58:13	DEPENDABLE HIGHWAY EXPRESS															
RPT			925		2626 E 26TH, VERNON															
						VPD	LUCAS.JASON	2L7		10:03:03	10:07:19									11:32:11
						VPD	DOCHERTY.MICH	2L8			10:02:58									11:32:59
						VPD	SANTOS.DANIEL	2S2			10:03:39									10:33:34
20160815558																				
VREC			08/13/2016	10:33:31																
VS			REC		E 26TH // HARRIETT, VERNON															
RPT						VPD	SANTOS.DANIEL	*2S2				10:33:34								11:50:35

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 08/15/2016

Last Date: 08/15/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Caller	Address	Unit Time						
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
Dep	Officer	Unit				Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20160815692	RPT		08/15/2016	03:27:25								
			REC		E 25TH // SANTA FE AVE, VERNON				Department VPD	OCA Number CR20161275	RMS Juris CA0197300	
		VPD	REYNA,JOSE S	*1L12				03:27:30				04:17:07
		VPD	VASQUEZ,LUIS	1L11		03:28:13		03:31:37			03:59:43	
		VPD	OURIQUE,CARLO	1L8				03:28:07				04:17:07
		VPD	CROSS,JEREMY	1S1				03:33:40			03:59:45	
20160815696	RPT		08/15/2016	05:56:53								
	CITE		902T		DIANA S ATLANTIC BL // DISTRICT BL, VERNON				Department VPD	OCA Number CR20161276	RMS Juris CA0197300	
		VPD	VASQUEZ,LUIS	*1L11		05:57:45	05:58:31	06:02:49				06:50:02
		VPD	REYNA,JOSE S	1L12			05:58:29	06:02:48				06:50:02
20160815723	RPT		08/15/2016	10:11:34								
	VI		902T		JERRY 3251 E SLAUSON AV, VERNON				Department VPD	OCA Number CR20161277	RMS Juris CA0197300	
		VPD	MADRIGAL,MARI	*2L5		10:12:39	10:13:00	10:21:38				11:15:21
		VPD	VILLEGAS,RICHA	2L6				10:15:39				11:15:21
20160815724	RPT		08/15/2016	10:12:04								
			902T		BEST BUY IMPORT 2850 E 44TH, VERNON				Department VPD	OCA Number CR20161278	RMS Juris CA0197300	
		VPD	LUCAS,JASON	*2L7			10:13:30	10:23:22				11:19:49
20160815733	RPT		08/15/2016	11:57:50								
			PAPD		RK SOUTHERN 2619 S SANTA FE AV, VERNON				Department VPD	OCA Number CR20161279	RMS Juris CA0197300	
		VPD	VILLEGAS,RICHA	*2L6			12:00:35	12:12:49				12:45:03
20160815744	RPT		08/15/2016	15:01:02								
			20002R		STATE // 60TH PL, VERNON				Department VPD	OCA Number CR20161280	RMS Juris CA0197300	
		VPD	NEWTON,TODD	*M1				15:03:14				15:39:02



RECEIVED

AUG 31 2016

CITY CLERK'S OFFICE

STAFF REPORT CITY ADMINISTRATION

DATE: September 6, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino, Jr., City Administrator
Originator: Diana Figueroa, Administrative Secretary *Of 8-31-16*

RE: Resolution Appointing Keith Allen to Serve as the Director of Health & Environmental Control and Approving the Execution of a Related Employment Agreement

Recommendation

- A. Find that approval of the attached resolution in this staff report is exempt from California Environmental Quality Act (CEQA) review, because it is a general administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378; and
- B. Adopt the attached resolution appointing Keith Allen to serve as the Director of Health & Environmental Control of the City of Vernon effective September 19, 2016, approving and authorizing the execution of a related at-will employment agreement.

Background

Following the departure of incumbent Director of Health and Environmental Control, Leonard Grossberg, and in light of pressing public matters related to the Health and Environmental Control Department, management opted to fill the Director vacancy on a temporary basis by appointing Lewis Pozzebon as the Interim Director of Health and Environmental Control until recruitment for an individual to fill the position on a permanent basis could be completed.

The City of Vernon Human Resources Department began a thorough recruitment process in May of 2016. The process concluded in August with Keith Allen being selected to serve as the new Director of Health & Environmental Control for the City.

Recruitment Summary

A broad outreach to potential candidates was conducted, resulting in the receipt of forty-one (41) applications. Upon screening all applicants, five (5) were deemed as highly qualified and

advanced to the first round of interviews conducted by the City Administrator, City Attorney, Chief of Police, Fire Chief, and Interim Director of Health and Environmental Control. From that pool of candidates, the two (2) highest ranking individuals were recommended for further consideration and were invited to participate in the final interview selection with the City Council.

The City Council conducted interviews with the two (2) highest-ranking candidates in Closed Session at the City Council meeting held on August 16, 2016. After thorough consideration and deliberation, the City Council unanimously determined Keith Allen to be the best-qualified candidate to meet the needs of the City and the Health and Environmental Control Department. As such, the City Council directed the City Administrator to pursue the employment of Keith Allen as the Director of Health and Environmental Control for the City of Vernon, subject to approval of an at-will employment agreement and successful completion of the pre-employment process.

Candidate Summary

Mr. Allen currently serves as an Environmental Health Operation Officer for the City of Long Beach. In this capacity, he has facilitated Environmental Health inspection programs, including food, water, hazmat, and vector control while overseeing an annual operating budget of \$6 million and managing a total of 28 employees. Mr. Allen brings over 16 years of experience to the City of Vernon Health and Environmental Control Department.

Over the course of his professional career, Mr. Allen has also served as a Program Supervisor/EHS IV and Environmental Health Specialist (levels I, II, and III) for the city of Long Beach and the County of Los Angeles respectively. He has acquired knowledge in every role and has developed by assuming higher levels of responsibility over the last several years.

Mr. Allen attained his Master of Public Administration degree and his Bachelor of Science degree in Criminal Justice from California State University, Long Beach. He has also pursued industry specific certifications, served as a board member and/or speaker for a variety of Environmental Health organizations, and has worked as a part-time instructor for the California State University of Los Angeles Department of Public Health.

Given Mr. Allen's qualifications and extensive experience, he is well suited to meet the needs of the City's Health and Environmental Control Department, and will be a valuable addition to the executive team.

At-Will Employment Agreement

The At-Will Employment Agreement for the Director of Health and Environmental Control has been presented to Mr. Allen and is attached hereto as Exhibit B of the resolution for City Council's approval. The Agreement establishes an effective date of September 19, 2016, and a minimum starting salary of \$192,960 per year, plus all benefits provided to executive personnel.

The proposed Agreement has been reviewed and approved by the City Attorney's office and is consistent with the City Council approved at-will form agreement.

Appointment and Oath of Office

Mr. Allen will be in attendance at the September 20, 2016 City Council meeting and will be prepared to take the oath of office at that time. He will assume the duties of the Director of Health and Environmental Control on September 19, 2016.

Fiscal Impact

The approximate annual cost to fill the Director of Vernon Gas & Electric position as proposed in this staff report is \$260,048 (salary of \$192,960, plus fringe benefits). Sufficient funds are included in the Department's budget for fiscal year 2016-2017.

Attachment(s)

1. Resolution Appointing Keith Allen to Serve as the Director of Health & Environmental Control

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPOINTING KEITH ALLEN TO SERVE AS THE DIRECTOR OF HEALTH & ENVIRONMENTAL CONTROL OF THE CITY OF VERNON AND APPROVING AND AUTHORIZING THE EXECUTION OF A RELATED AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, on April 19, 2016, following the departure of Leonard Grossberg as the Director of the Health & Environmental Control, the City Council of the City of Vernon authorized the Human Resources Department to conduct the recruitment process to fill the vacancy; and

WHEREAS, the Human Resources Department created an executive recruitment brochure for the position (attached hereto as Exhibit A) and conducted a broad and extensive recruitment that included multiple screenings and interviews of numerous applicants; and

WHEREAS, the City Council conducted final interviews of the two highest ranking candidates at a regular City Council meeting on August 16, 2016; and

WHEREAS, the City Council of the City of Vernon determined Keith Allen ("Allen") to be the most qualified candidate and directed the City Administrator to pursue the employment of Allen as the Director of Health & Environmental Control of the City of Vernon, subject to approval of an at-will employment agreement and successful completion of the pre-employment process; and

WHEREAS, the City Council of the City of Vernon desires to appoint Allen to serve as the Director of Health & Environmental Control, effective September 19, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt from California Environmental Quality Act (CEQA) review, because it is a general administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a "project" as defined by CEQA Guidelines Section 15378.

SECTION 3: The City Council of the City of Vernon hereby appoints Keith Allen to serve as the Director of Health & Environmental Control of the City of Vernon, effective September 19, 2016.

SECTION 4: The City Council of the City of Vernon hereby approves and authorizes the execution of the At-Will Employment Agreement with Allen to serve as Director of Health & Environmental Control of the City of Vernon, in substantially the same form as the copy which is attached hereto as Exhibit B.

SECTION 5: The City Clerk, or any authorized officer, shall administer the Oath of Office prescribed in the Constitution of the State of California to Allen and shall have him subscribe to it and file it with the Human Resources Department.

SECTION 6: The City Council of the City of Vernon hereby directs the City Clerk, or the City Clerk's designee, to give a fully executed Agreement to Allen.

/ / /
/ / /
/ / /
/ / /

SECTION 7: The City Clerk, or Deputy City Clerk, of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk, or Deputy City Clerk, of the City of Vernon shall cause this resolution and the City Clerk's, or Deputy City Clerk's, certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 6th day of September, 2016.

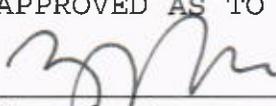
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Zaynah Moussa, Senior Deputy City Attorney

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, _____, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. _____, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, September 6, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of September, 2016, at Vernon, California.

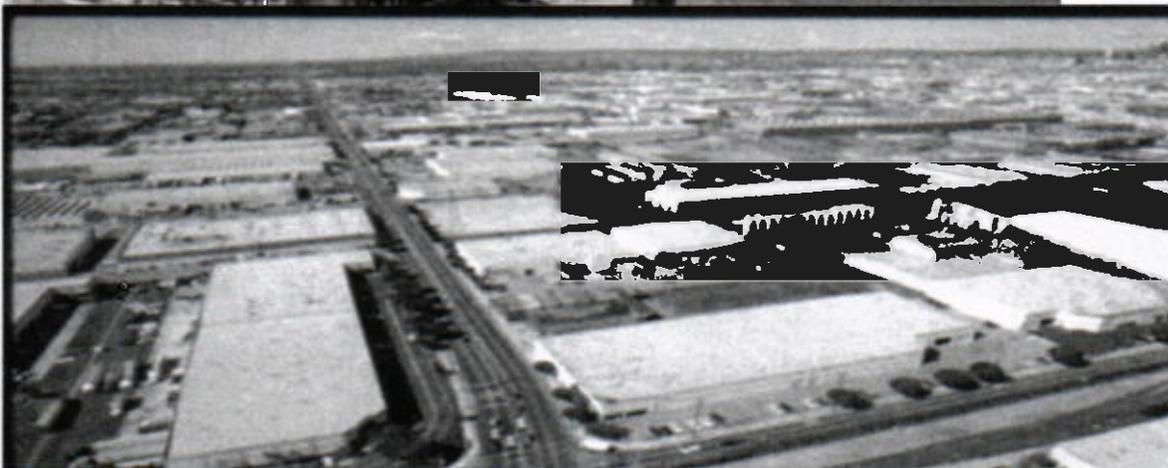
City Clerk / Deputy City Clerk

(SEAL)

EXHIBIT A



**INVITES YOUR
INTEREST IN THE
POSITION OF**



DIRECTOR OF HEALTH & ENVIRONMENTAL CONTROL

**CITY OF VERNON
4305 SANTA FE AVENUE, VERNON, CA 90058**

EXCLUSIVELY INDUSTRIAL

THE COMMUNITY

The City of Vernon is an industrial city of 5.2 square miles located about five miles to the southeast of downtown Los Angeles. Founded in 1905 as the first exclusively industrial city in the Southwestern United States (its residential population is 200). Vernon currently houses more than 1,800 businesses that employ approximately 50,000 people, serving as a vital economic region.

Vernon offers an environment uniquely friendly to business and is home to many Fortune 500 companies in industries that include food and agriculture, apparel, steel, plastics, logistics and home furnishings. Vernon maintains strong philanthropic ties with the neighboring communities where much of its workforce lives, providing significant support for public services such as health care and education.



Over the years, Vernon has grown into one of the most efficient and business friendly city governments in the region. This is due to several factors including:

- Vernon offers an array of municipal services tailored to meet the needs of the business community.
- Vernon is one of 178 cities in the United States with a Class 1 rated Fire department and one of four cities in California with its own Health and Environmental Control department, specializing in industrial issues.
- Competitive tax levels
- City-owned and operated utilities, offering competitive rates for water, electricity, gas and fiber optics.
- Vernon was a finalist in the 2015 and 2014 Los Angeles County Economic Development Corporation's "Most Business Friendly City" award competition for cities with less than 50,000 residents; Vernon won the award in 2008.

THE ORGANIZATION

The five members of the City Council are elected at large, on a non-partisan basis, for five year staggered terms and, as a result of 2011 Charter amendments, no person may serve more than two full terms of office. The Mayor is selected by the Council.

The City's total budget for FY 2015-16 is a little over \$340 million (the General Fund budget is almost \$57 million) with approximately 250 employees.

Vernon continues on the path towards creating greater accountability and transparency with the goal to create a model government.

In the past five years, Vernon has undergone tremendous change. Through the city's implementation of more than 150 good governance reforms, Vernon – the city that has billed itself as "Exclusively Industrial" for over 110 years – has firmly established itself as a model city for good governance. The City Council is seeking a Department Head committed to good governance practices.

Key challenges and opportunities facing the Director of Vernon Health & Environmental Control include:

- Establishing and maintaining effective communications with federal, State, and other local agencies relating to public health and environmental programs and issues.
- Working collaboratively with the City's executive team and elected officials to further the City's efforts to become a model city.
- Providing guidance to City Administration and other City departments on environmental issues including environmental assessments of soil and groundwater.
- Coordinating the implementation of a wide range of environmental public health programs including: Unified Program (Hazardous Materials, Hazardous Waste, Underground Tanks, Above-ground Tanks, etc.), Food Safety, Solid Waste, Water Quality, Vector Control, Storm Water.

THE POSITION

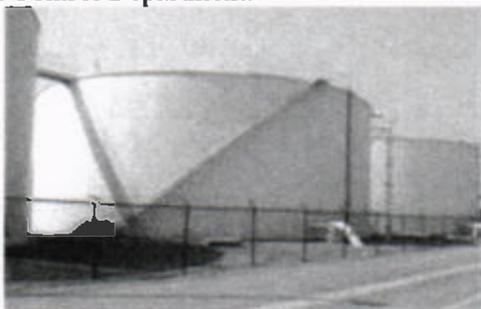
The Director of Health and Environmental Control provides leadership and directs the activities of the professional and administrative staff members of City's Department of Health and Environmental Control.



The Director of Health and Environmental Control is considered a critical member of the Executive team that has been assembled to successfully address and respond to the myriad of issues that Vernon faces on a daily basis.

The Director of Health and Environmental Control supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with the public and City staff.

The Director of Health and Environmental Control must have diverse knowledge in a variety of fields and be able to direct staff. The role requires the oversight of any and all health and environmental control matters, the utilization of expertise to evaluate solutions, and the ability to provide critical feedback to urgent, complex issues that arise. Flexibility, levelheadedness in high-pressure situations, effective verbal and written communication, and delivery of sound direction to staff are components of an effective leader for the Health and Environmental Control Department.



ESSENTIAL JOB FUNCTIONS

This is not a comprehensive listing of all functions and duties performed by incumbents in the Director of Health and Environmental Control classification:

- Manages the Health Department through effective planning and fiscal management; provides leadership, direction and guidance in health and environmental strategies and priorities; evaluates and analyze issues, and recommends and implements solutions; monitors and assures public and environmental activities and procedures are in compliance with all laws, policies, and regulations.
- Conducts analyses and evaluations of environmental and public health programs in terms of present and future needs of the community.
- Acts as the Health Officer in conformance with State and local laws.
- Manages Health Department staff, prioritizes projects, evaluates performance, and resolves workload and technical issues; assures that appropriate services are provided.
- Provides leadership and direction for all health and environmental control programs and activities.
- Coordinate programs with other City of Vernon departments and with regional, State and Federal agencies.
- Responds to environmental health complaints, coordinates environmental risk assessments, and directs the resolution of environmental health issues.
- Responds to emergency incidents involving hazardous materials and disease vectors; coordinates inter-agency investigations of environmental health hazards and emergencies.
- Monitors changes in proposed legislation and makes recommendations affecting public and environmental health matters.
- Represents the City of Vernon and acts as Commission Director of the Sustainability Development and Energy Efficiency Commission.
- Keeps abreast of current principles and practices of environmental health including regional public health protocols, environmental protection issues, and regulatory enforcement standards.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

THE IDEAL CANDIDATE

The ideal candidate is someone who can properly prioritize his/her workload, follows through, and who is detail oriented, well organized, decisive and has a sense of urgency. He/She should be a team player who is open and approachable; able to identify, select and motivate subordinate staff; and can handle ambiguity. Furthermore, he/she should be responsive, in a timely manner, to requests from the Council, City Administrator, Department Heads and the public. He/She must be hardworking, energetic and confident, with a "can do" attitude. Finally, the Director of Health and Environmental Control needs to be trustworthy, ethical, articulate, and have good people skills.

Education Training and Experience:

Bachelor's Degree in Public Health, Environmental Health, Biological Science, Chemistry, or related science field; AND five years of experience at an upper management level involving program planning, training and supervision of field activities in a California public health/environmental regulatory agency.

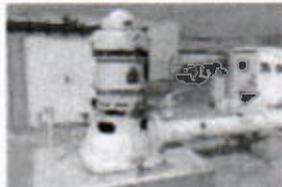
Master's Degree in Public Health, Public Administration, or a related field is desirable.

License and Certification Requirements:

A valid California State Driver's License is required.

Certificate of registration as an Environmental Health Specialist from the California State Department of Health.

Additional specific technical certifications are preferred and may be required.



Knowledge of:

- Federal and state laws, codes, rules, and regulations related to public/environmental health.
- Techniques and practices for efficient and cost effective management of resources.
- Regional public health protocols, environmental protection issues, and regulatory enforcement standards.
- Techniques of investigating and resolving complex environmental health problems and conditions.
- Physical and biological science standards and guidelines used in environmental quality controls.
- Environmental research and statistical evaluation principles and methods.
- Techniques of investigating, inspecting, and resolving public health issues.
- Customer service and public relations methods and practices.
- Record keeping and file maintenance principles and procedures.
- Financial planning and accounting.
- Information technology.
- Personnel management and motivation.

Skill in:

- Interpreting and applying state and federal statutes, codes, rules, and regulations.
- Managing staff, delegating tasks and authority, and coaching to improve staff performance
- Working effectively with others to develop solutions for public/environmental health problems.
- Applying environmental health and safety principles and practices in a regulatory environment.
- Inspecting, testing, and analyzing complex multidisciplinary environmental health issues.
- Interpreting technical instructions and analyzing complex variables.
- Following and applying scientific principles and procedures for public/environmental health investigations.
- Collecting and analyzing data, and making appropriate recommendations.
- Assessing and prioritizing multiple tasks, projects, and demands.
- Using initiative and independent judgment within established procedural guidelines.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally and in writing.



Compensation:

The proposed monthly salary range for this position is \$14,297.00—\$17,378.00. Salary placement depends upon qualifications. In addition, benefits are provided which include: vacation, holidays, sick leave and administrative leave; medical, dental, vision and life insurance aggregate allowance of \$13,440 per year; pre-tax supplemental insurance plans offered through AFLAC, Colonial Life, and Mutual of Omaha; the option of participating in a Section 125 IRS Plan for reimbursement of dependent care and medical costs; retirement through the California Public Employees Retirement System (CalPERS), with a 2.7% at 55 formula for classic members (classic employees pay an 8% contribution) and a 2% at 62 retirement formula for new members (currently new employees pay a 6.75% contribution); 457 deferred compensation plan available at employee cost (City does not contribute); the City does not participate in Social Security; credit union membership available. The City has a 4-10 work schedule.



HOW TO APPLY

To apply for this outstanding opportunity to work for a dynamic, growing and progressive City, please visit our website at www.cityofvernon.org to apply online. The City of Vernon is an Equal Opportunity Employer.

Filing Deadline: Sunday, July 17, 2016

If you have any questions, please do not hesitate to contact Lisette Michel Grizzelle, in the Human Resources Department at (323)583-8811 ext. 166.

EXHIBIT B

AT-WILL EMPLOYMENT AGREEMENT (NON-SAFETY)
BETWEEN THE CITY OF VERNON AND
KEITH S. ALLEN

This Agreement is between the City of Vernon ("City") and Keith S. Allen ("Employee").

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Health & Environmental Control. Employee desires to be the Director of Health & Environmental Control and acknowledges that such employment is at-will.

The City Administrator, pursuant to the authority granted by the City of Vernon Charter and City Council, agrees to hire Employee, as an at-will employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be September 19, 2016. Either party may terminate this Agreement pursuant to the provisions set forth below. Employee is an at-will employee and may be terminated, with or without cause, upon thirty (30) days written notice. Employee may resign with thirty (30) days advance notice as set forth in Section 8 below.

Section 2: DUTIES

A. City engages Employee as the Director of Health & Environmental Control to perform the functions and duties specified in the job description for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Administrator, from time to time, and to perform such other legally permissible and proper duties and functions as the City Administrator shall, from time to time, assign.

B. Employee agrees that to the best of his ability and experience that he will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City of Vernon and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Administrator, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement.

D. During the term of this Agreement, Employee is required to have and maintain a valid California Driver's license.

E. Employee acknowledges that in connection with the performance of his duties, he will obtain information from City employees and third parties that is of a confidential nature. Employee agrees that he will not disclose such confidential information other than to officers and employees of the City who have been authorized to have access to such information.

Employee further agrees that if he has a question as to the confidentiality of information obtained in the course of his employment, he will contact the City Attorney for advice.

Section 3: EXCLUSIVE EMPLOYMENT

Employee agrees to focus his professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Administrator. This does not preclude Employee from volunteering his services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

Section 4: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than \$192,960.00, per year, payable in twenty-six (26) biweekly installments at the same time as other employees of the City are paid and subject to customary withholding. Salary adjustments (merit increases), if any, in Employee's salary during the term of this Agreement shall be at the sole discretion of the City Administrator based upon the City Administrator's evaluation of Employee's job performance and within the base salary range established by the City Council or as otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures. Employee's salary shall be reflected in the City's publicly available salary schedule.

Section 5: BENEFITS

A. Retirement

As an employee of the City of Vernon, Employee will be enrolled in the California Public Employees Retirement System (PERS) retirement plan, as such plan may be amended by the City Council. As of the date of this employment agreement, such plan includes the 2.7% at 55 benefit formula for "classic" miscellaneous employees or the 2.0% at 62 benefit formula for "new" miscellaneous employees. The Employee pays for the employee contribution to PERS.

B. Other Executive Management benefits

Employee shall receive all benefits specified by the then current Resolutions of the City Council of Vernon for Executive Management Staff, including, without limitation, those related to Vacation, Administrative Leave, Holidays, Sick Leave, Medical and Dental Insurance, Life Insurance, Flexible Benefits Plans, Vision Care, Other Leaves, and Deferred Compensation, and other types of leave in accordance with the Personnel and Policies and Procedures Manual.

Section 6: TERMINATION AND SEVERANCE PAY

- A. Employee is an at-will employee and serves at the will and pleasure of the City Administrator and may be terminated at any time, without cause, subject to the conditions of paragraphs B and C of this section.
- B. In the event that Employee is terminated by the City Administrator for reasons other than physical or mental incapacity, and other than those reasons noted in paragraph

- E, below, the City agrees to pay the employee a severance amount equal to six (6) months of base salary.
- C. To be eligible for severance pay, as identified in paragraph B, of this section, Employee shall fulfill all of his obligations under this Agreement and shall sign a severance agreement and release of all claims against the City.
 - D. All severance payments shall be paid within thirty (30) calendar days of the date Employee executes the severance agreement and release of claims against the City.
 - E. Notwithstanding paragraphs A, B and C, above, if Employee resigns or retires, or is terminated due to insubordination, incapacity, dereliction of duty, violation of the City's Alcohol and Drug-Free Workplace Policy III-1, conviction of a crime involving moral turpitude or involving personal gain to him or abuse of his office or position or any felony or for a breach of this Agreement, City shall have no obligation to pay any severance provided in this section. Furthermore, Employee agrees that any severance provided shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.
 - F. Upon termination, Employee shall be paid for all earned, but unused, vacation time.

Section 7: EXECUTIVE COMPENSATION LIMITATIONS

If Employee is paid leave salary during a pending investigation, any salary provided for that purpose shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position.

If Employee is provided funds for any legal criminal defense during his employment with the City, any funds provided for that purpose shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.

If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position.

Section 8: RESIGNATION / RETIREMENT

Employee may resign at any time. Employee may retire, provided he is eligible for retirement, at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of his resignation or retirement.

In the event Employee retires or resigns, Employee shall be entitled to payment for earned, but unused, vacation time, but not to severance pay as delineated in Section 6, paragraph B, above.

Section 9: DISABILITY

If Employee is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) calendar days beyond any earned sick leave, City shall have the option to terminate this Agreement; however, the City's option to terminate under this Section shall be limited by its obligation to engage in the interactive process for reasonable accommodations and to provide reasonable accommodations as required by law. Nothing in this Section shall be construed to limit or restrict Employee's benefits or rights under workers' compensation or the Public Employees Retirement System ("PERS").

However, an employee terminated under this section is not eligible for severance pay, as delineated in Section 6 of this Agreement.

In cases of disability, Employee shall be compensated for any earned, but unused, vacation leave.

Section 10: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY: Carlos R. Fandino Jr., City Administrator
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

TO EMPLOYEE:

B Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the parties. All prior oral or written communications understanding or agreements between the parties, not set forth herein, shall be superseded in total by this Agreement. No Amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Administrator and approved as to form by the City Attorney.

C Assignment

This Agreement is not assignable by either the City or Employee.

D Severability

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Jurisdiction

Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date

This Agreement shall take effect on September 19, 2016.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Vernon has caused this Agreement to be signed and executed on its behalf by its City Administrator, and executed by the Employee.

City of Vernon, a California charter City and California municipal corporation

Dated: _____

By: _____
[Carlos R. Fandino Jr., City Administrator

ATTEST:

Maria E. Ayala, City Clerk

Approved as to form:

Hema Patel, City Attorney

In signing this Agreement, Employee understands and agrees that his employment status is that of an **at-will employee** and that his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Vernon which might otherwise apply to employees of the City. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

Dated: _____

Employee



ATTACHMENT A

Job Description

Director of Health and Environmental Control

Date Prepared: March 2014

Class Code: 2010

SUMMARY: Under limited supervision, the Director of Health and Environmental Control is responsible for the development, research, administration and execution of a complex and comprehensive public and environmental health program. Program areas include food safety; solid waste management; sustainability program coordination; rodent and vector control; water and sewage surveillance; cross connection control; hazardous materials and underground storage tank monitoring; above ground storage tanks; storm water; CalARP; garment manufacturing; site mitigation; land use; emergency response; housing and institutions; occupational health; industrial hygiene; communicable disease prevention; rabies and animal control in the City of Vernon.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Manages the Health Department through effective planning and fiscal management; provides leadership, direction and guidance in health and environmental strategies and priorities; evaluates and analyzes issues, and recommends and implements solutions; monitors and assures public and environmental activities and procedures are in compliance with all laws, policies, and regulations.
- Conducts analyses and evaluations of environmental and public health programs in terms of present and future needs of the community.
- Acts as the Health Officer in conformance with State and local laws.
- Manages Health Department staff, prioritizes projects, evaluates performance, and resolves workload and technical issues; assures that appropriate services are provided.
- Provides leadership and direction for all health and environmental control programs and activities.
- Coordinate programs with other City of Vernon departments and with regional, State and Federal agencies.

- Responds to environmental health complaints, coordinates environmental risk assessments, and directs the resolution of environmental health issues.
- Responds to emergency incidents involving hazardous materials and disease vectors; coordinates inter-agency investigations of environmental health hazards and emergencies.
- Monitors changes in proposed legislation and makes recommendations affecting public and environmental health matters.
- Represents the City of Vernon and acts as Commission Director of the Sustainability Development and Energy Efficiency Commission.
- Keeps abreast of current principles and practices of environmental health including regional public health protocols, environmental protection issues, and regulatory enforcement standards.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's Degree in Public Health, Environmental Health, Biological Science, Chemistry, or related science field; AND five years of experience at an upper management level involving program planning, training and supervision of field activities in a California public health/environmental regulatory agency. Master's Degree in Public Health, Public Administration, or a related field is desirable.

Knowledge of:

- City policies and procedures.
- Federal and state laws, codes, rules, and regulations related to public/environmental health.
- Techniques and practices for efficient and cost effective management of resources.
- Regional public health protocols, environmental protection issues, and regulatory enforcement standards.
- Techniques of investigating and resolving complex environmental health problems and conditions.
- Physical and biological science standards and guidelines used in environmental quality controls.
- Environmental research and statistical evaluation principles and methods.
- Techniques of investigating, inspecting, and resolving public health issues.
- Customer service and public relations methods and practices.
- Record keeping and file maintenance principles and procedures.

Skill in:

- Interpreting and applying state and federal statutes, codes, rules, and regulations.
- Managing staff, delegating tasks and authority, and coaching to improve staff performance
- Working effectively with others to develop solutions for public/environmental health problems.
- Applying environmental health and safety principles and practices in a regulatory environment.
- Inspecting, testing, and analyzing complex multidisciplinary environmental health issues.
- Interpreting technical instructions and analyzing complex variables.
- Following and applying scientific principles and procedures for public/environmental health investigations.
- Collecting and analyzing data, and making appropriate recommendations.
- Assessing and prioritizing multiple tasks, projects, and demands.
- Using initiative and independent judgment within established procedural guidelines.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. Certificate of registration as an Environmental Health Specialist from the California State Department of Health, and additional specific technical certifications are preferred and may be required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment, and in internal and external environments throughout the City, with possibility of exposure to hazardous materials.

RECEIVED

SEP 01 2016

CITY CLERK'S OFFICE



RECEIVED

SEP 01 2016

CITY ADMINISTRATION

CF/PT

STAFF REPORT

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

DATE: September 6, 2016

TO: Honorable Mayor and City Council

FROM: Lewis Pozzebon, Interim Director of Health & Environmental Control Dept. *@ for LP*

RE: Green Vernon Commission – Ratification of Selection of Commissioners to Commission

Recommendation

- A. Find that approval of the proposed ratification of the selection of commissioners to the Green Vernon Commission does not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (“CEQA”), because it constitutes an administrative activity in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve the ratification of the selection of Commission members:
James A. Andreoli, Jr., Business Representative
Jose Lizarraga, Business Representative
Hector J. Garcia, Environmental Representative; and
Armando S. Espinoza, Labor Representative.

Background

The Green Vernon Commission (“GVC” or “Commission”) was established in November of 2011 as the Sustainable Development and Energy Efficiency Commission. Renamed the Green Vernon Commission in May 2014, the Commission was created as part of the Good Governance Reform efforts to improve the environmental standards of the City and ensure open and transparent management of Vernon’s Sustainable Action Plan. In addition to conducting periodic reviews of the Sustainability Action Plan for City operations and activities, the Commission is also intended to provide a forum for addressing the public’s concerns related to sustainability and energy efficiency issues.

Composition and Terms: The Commission is comprised of seven members from the Vernon Community: three representatives from Vernon’s business community; two labor representatives; and two environmental representatives, one of whom shall be from the

environmental-justice community. Pursuant to Vernon Municipal Code § 2.146, the Commission members are selected by the Mayor, ratified by the City Council and serve four year terms beginning in July. No person shall serve more than two (2) consecutive full four-year terms. To be eligible for appointment, each representative shall not have, at any time within the five (5) years preceding appointment: (i) been an employee or consultant of the City; or (ii) a financial interest in any contract, other than the lease of his or her residence or the provision of municipal services available to the public generally, to which the City is a party. No member of the Commission may at any time be a member of the City Council.

Current Vacancies and Invitation to Apply: On June 30, 2016, four of the seven seats on the GVC became vacant. On July 27, 2016, City Staff broadly publicized the aforementioned vacancies and opportunity to serve on the Green Vernon Commission by posting the attached announcement and interest form on the main page of the City's website and mailing copies to every business within the City's database and other potential candidates for the following commission openings:

- Business Representatives (2)
- Labor Representative
- Environmental Representative

Staff received a total of five completed interest forms (attached) from the following individuals:

<u>Candidate Name</u>	<u>Eligible Appointment Category</u>
James A. Andreoli, Jr.	Business Representative
Armando S. Espinoza	Labor Representative
Hector J. Garcia	Environmental Representative
Jose Lizarraga	Business Representative
Navdeep Singh Salhdeva	Business Representative

Pursuant to Section 2.146 of the Vernon Municipal Code, Commission members are selected by the Mayor and ratified by the City Council. After reviewing the applications received, the Mayor notified staff of his selections:

James A. Andreoli, Jr.	Business Representative
Armando S. Espinoza	Labor Representative
Hector J. Garcia	Environmental Representative
Jose Lizarraga	Business Representative

Staff has placed the matter on the September 6, 2016 City Council agenda accordingly. Upon City Council ratification of the Mayor's appointments, the City Clerk will administer the Oaths of Office as necessary, prior to the next Green Vernon Commission meeting.

Fiscal Impact

The Green Vernon Commission has an approved budget for meetings and education for Commissioners.

Attachments

1. Letter Requesting Applicants for Green Vernon Commission
2. Five Completed Interest Forms



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

June 9, 2016

On September 21, 2016, four of the seven seats on the Green Vernon Commission will become vacant. Terms of office are for four years. The City encourages all qualified individuals to apply to fill the vacant positions. The Green Commission, formerly the Sustainable Development and Energy Efficiency Commission was created as part of the Good Governance Reform efforts to improve the environmental standards of the City and ensure open and transparent management of Vernon's Sustainable Action Plan. Those with an interest in good government and experience or interest in sustainable development, energy efficiency, and environmental standards are especially needed to devote time to this important public body. The Commission is subject to state open meeting requirements (the Ralph M. Brown Act) and all laws and regulations related to good government.

Background

Commission members are selected by the Mayor and ratified by the City Council. (Vernon Municipal Code § 2.122). Of the four empty seats, one seat must be filled by a Labor Representative, there are two seats to be filled by Vernon Business Representatives, and there is one seat for an Environmental Representative. The following qualifications of prospective Commissioners are highly desirable by City staff:

Labor: A member of a local union employed by a Vernon business.

Business: Someone who represents either a person or entity owning or operating a business located in the City or a person or entity owning non-residential property within the City.

Environmental: Any combination of education, experience, and knowledge in environmental standards, sustainable programs, and energy efficiency practices, as well as familiarity with sustainability related governmental procedures, standards and practices.

To be eligible for appointment, each representative shall not have, at any time within the five (5) years preceding appointment: (i) been an employee or consultant of the City; or (ii) a financial interest in any contract, other than the lease of his or her residence or the provision of municipal services available to the public generally, to which the City is a party. No member of the Commission may at any time be a member of the City Council.

Exclusively Industrial

Possible/Expected Duties:

- 1) Periodically review the Sustainability Action Plan for City operations and activities, and make recommendations to City Council regarding amendments to said Plan.
- 2) Prepare an annual work plan and budget for review and approval by City Council.
- 3) Submit to City Council recommendations for sustainability and energy efficiency policies, guidelines, and/or requirements for implementation by City staff regarding conditional use permits and variances.
- 4) Provide a forum for addressing the public's concerns related to sustainability and energy efficiency issues.
- 5) Other sustainability and energy efficiency tasks.

If you believe you meet the aforementioned eligibility requirements and wish to be considered as a member of the Green Vernon Commission, please fill out the attached form and return the completed form to the Health and Environmental Control Department at Vernon City Hall, 4305 Santa Fe Avenue, Vernon, CA 90058. You may also return completed forms via email to Lewis Pozzebon at lpozzebon@ci.vernon.ca.us. If you have any questions or require any further information, please contact Lewis Pozzebon at (323) 583-8811 extension 231. ***For full consideration, please submit forms by 5:30 p.m. on Thursday, July 28, 2016.***

**GREEN VERNON COMMISSION
PROSPECTIVE COMMISSIONER INTEREST FORM
June 9, 2016**

Appointing Category (please circle one): Labor Rep Business Rep Environmental Rep

Name: _____

Address: _____

Email: _____

Phone: _____

Qualifications and Reasons for Serving on the Commission:

By signing below, you affirm that you meet the eligibility requirements of the respective appointing category circled on this form.

Signature: _____

Submit completed form and any relevant attachments as follows by 5:30 p.m. on Thursday, July 28, 2016:

- **By Mail: 4305 Santa Fe Avenue, Vernon, CA 90058, Attn: Health Department**
- **By Email: lpozzebon@ci.vernon.ca.us (Lewis Pozzebon)**



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

GREEN VERNON COMMISSION
Prospective Commission Member Interest Form
July 27, 2016

Appointing Category (please circle one): Business Rep Labor Environmental Rep

Name: James A. Andreoli Jr

Business Name: Baker Commodities

Title: Sr. Exec. Vice President

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Serving on the Commission (attach additional sheet if necessary):

SEE LAST APPLICATION

NOTE: By signing below, you affirm that you meet the eligibility requirements of the appointing category

Signature: [REDACTED]

Note: Please submit completed form by Monday, August 22, 2016 at 5:30 pm.

Mail form to: 4305 Santa Fe Avenue, Vernon, CA 90058, Attn: Health Department

Email form to: lpozzebon@ci.vernon.ca.us



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

For more information on the Green Vernon Commission and related responsibilities, please refer to Ordinance No. 1222 available on the City's website (www.cityofvernon.org). To be considered for appointment to the Commission, please complete and submit the attached form by August 22, 2016.

**GREEN VERNON COMMISSION
Prospective Commission Member Interest Form
July 27, 2016**

Appointing Category (please circle one): Business Rep Labor Environmental Rep

Name: Armando S. Espinoza _____

Business Name: UFCW Local 770 _____

Title: Union Representative _____

Vernon Address: _____

Email: _____

Phone: _____

Qualifications and Reasons for Serving on the Commission (attach additional sheet if necessary):

Currently a standing green commissioner. _____

NOTE: By signing below, you affirm that you meet the eligibility requirements of the appointing category you have indicated.

Signature: _____



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

GREEN VERNON COMMISSION
Prospective Commission Member Interest Form
July 27, 2016

Appointing Category (please circle one):

Environmental Rep

Name: **Hector J. Garcia**

Business Name: **Clougherty Packing, LLC**

Title: **Environmental Engineer**

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Serving on the Commission (attach additional sheet if necessary):

Community resident for 30 years in East Los Angeles; and an Environmental Compliance Specialist for more than 10 years. Currently my role at Farmer John has been as an Environmental Engineer for more than 7 years.

The reason I would like to serve is to ensure that a public process and access is created and maintained to discuss environmental issues impacting the City and surrounding communities.

NOTE: By signing below, you affirm that you meet the eligibility requirements of the appointing category you have indicated.

Signature: [REDACTED]

Note: Please submit completed form by Monday, August 22, 2016 at 5:30 pm.

Mail form to: **4305 Santa Fe Avenue, Vernon, CA 90058, Attn: Health Department**

Email form to: **lpozzebon@ci.vernon.ca.us**



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GREEN VERNON COMMISSION
Prospective Commission Member Interest Form
July 27, 2016

Appointing Category (please circle one): **Business Rep** Labor Environmental Rep

Name: Jose "Joe" Lizarraga

Business Name: U.S. Growers Cold Storage, Inc.

Title: Engineering Manager

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Serving on the Commission (attach additional sheet if necessary):

NOTE: By signing below, you affirm that you meet the eligibility requirements of the appointing category you have indicated.

Signature: [REDACTED]

Note: Please submit completed form by Monday, August 22, 2016 at 5:30 pm.

Mail form to: 4305 Santa Fe Avenue, Vernon, CA 90058, Attn: Health Department

Email form to: lpozzebon@ci.vernon.ca.us



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GREEN VERNON COMMISSION
Prospective Commission Member Interest Form
July 27, 2016

Appointing Category (please circle one) Business Rep Labor Environmental Rep

Name: NAVDEEP SINGH SALHOEVA

Business Name: SINGH IMPEX INC

Title: VICE PRESIDENT

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Serving on the Commission (attach additional sheet if necessary):

I hold a bachelors in Business Administration in Accounting & Economics.
I have a lot of experience in business development & strategic
planning. I think I will be a great resource to join the commission
with a business background.

NOTE: By signing below, you affirm that you meet the eligibility requirements of the appointing category you have indicated.

Signature: [REDACTED]

Note: Please submit completed form by Monday, August 22, 2016 at 5:30 pm.

Mail form to: 4305 Santa Fe Avenue, Vernon, CA 90058, Attn: Health Department

Email form to: lpozzebon@ci.vernon.ca.us