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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, October 18, 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.

PUBLIC HEARING

1. [**A Resolution of the City Council of the City of Vernon Adopting a New Transmission Revenue Requirement for 2017 in Accordance with Vernon's Transmission Owner Tariff and Providing for Tariff Sheet Changes to Implement the Adjustment**](#)

Recommendation:

- A. Find that the approvals requested in this staff report do not constitute "projects" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act ("CEQA"), because such actions constitute administrative activities; and even if the adoption of the proposed items did constitute projects, they would be exempt in accordance with CEQA Guidelines section

15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and

B. Conduct a Public Hearing; and

C. Adopt the attached Resolution to thereby:

- i. Approve, pursuant to the Transmission Owner Tariff, and to be effective on January 1, 2017, the establishment of the City's new TRR Transmission Revenue Requirement (TRR) and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric TRR Report dated on or about October 18, 2016; and
- ii. Authorize outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation such as the TRR Report, to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

2. [A Resolution of the City Council of the City of Vernon Establishing a Transmission Revenue Balancing Account Adjustment for 2017 in Accordance with Vernon's Transmission Owner Tariff and Providing for Tariff Sheet Changes to Implement the Adjustment](#)

Recommendation:

- A. Find that the approval of the TRBAA referenced in this document does not constitute a "project" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act ("CEQA"), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt under the in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Conduct a Public Hearing; and
- C. Adopt the Resolution establishing a New Transmission Revenue Balancing Account Adjustment (TRBAA) for 2017 which:
 - i. Adopts the newly calculated TRBAA of a positive \$47,616; and
 - ii. Adopts the replacement of the existing TRBAA of positive 411 with the new TRBAA for 2017 of a positive \$47,616; and
 - iii. Adopts the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of positive \$47,616; and
 - iv. Authorizes outside counsel to submit Vernon's TRBAA and supporting documentation to FERC on behalf of the City of Vernon

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NEW BUSINESS

City Administration Department

3. [A Resolution of the City Council of the City of Vernon Appointing Michael Earl to Serve as the Director of Human Resources 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 Michael Earl to serve as the Director of Human Resources of the City of Vernon effective October 24, 2016, approving and authorizing the execution of a related at-will employment agreement.

4. **Oath & Appointment of Michael Earl as Director of Human Resources, City of Vernon**

PRESENTATIONS

5. [A Proclamation of the Mayor and the City Council of the City of Vernon commending Michael A. Wilson for his many years of dedicated service to the City of Vernon](#)
6. [Service Pin Awards for September 2016](#)

NAME	DEPARTMENT	TITLE	YEARS
Felix Saldana	Public Works	Engineering Aide	30
Janette Ramos	Police	Police Dispatcher	5

7. [Status of I-710 South Corridor Improvements - Early Action Soundwall Program](#)
Presented by: METRO Representative

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

8. **None**

Warrant Registers

9. **Ratification of the following Light & Power Warrant Registers to record the following voided checks:**
 - A. Light & Power Warrant Register No. 421 to record voided Check No. 512253 in the amount of \$607.00.

10. **Approval of City Payroll Warrant Register No. 724, totaling \$4,778,471.35, which covers the period of September 1 through September 30, 2016 and consists of the following:**
 - A. Ratification of direct deposits, checks and taxes totaling \$3,309,192.85; and
 - B. Checks and electronic fund transfers (EFT) totaling \$1,020,594.69.

11. **Approval of City Warrant Register No. 1458, totaling \$1,737,461.55, which covers the period of September 27 through October 10, 2016, and consists of the following:**
 - A. Ratification of wire transfers totaling \$1,309,036.84; and
 - B. Ratification of the issuance of early checks totaling \$221,546.82; and
 - C. Authorization to issue pending checks totaling \$206,887.89.

12. **Approval of Light & Power Warrant Register No. 423, totaling \$1,772,198.47, which covers the period of September 27 through October 10, 2016, and consists of the following:**
 - A. Ratification of wire transfers totaling \$1,655,208.05; and
 - B. Ratification of the issuance of early checks totaling \$52,889.98; and
 - C. Authorization to issue pending checks totaling \$64,100.44.

13. **Approval of Gas Warrant Register No. 211, totaling \$168,987.48, which covers the period of September 27 through October 10, 2016, and consists of the following:**
 - A. Ratification of wire transfers totaling \$159,661.27; and
 - B. Ratification of the issuance of early checks totaling \$1,415.67; and
 - C. Authorization to issue pending checks totaling \$7,910.54.

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City Administration Department

14. Council Conference Attendance Report

Recommendation:

- A. Receive and file this Council Conference Attendance Report to the League of California Cities Annual Conference and Expo.

Gas and Electric Department

15. Grazing Agreement by and between the City of Vernon and Hafenfeld Ranch, LLC

Recommendation:

- A. Find that approval of the Grazing Agreement (as defined below) is exempt under the California Environmental Quality Act (“CEQA”), because such is an administrative activity of government that will not result in direct or indirect physical changes in the environment and, as such, is not a “project” as defined by CEQA Guidelines Section 15378, and even if such were considered a “project,” it would still be exempt in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve and authorize the City Administrator to execute the Grazing Agreement by and between the City of Vernon and the Hafenfelds.

Health and Environmental Control Department

16. September 2016 Health & Environmental Control Department Monthly Report

Police Department

17. Activity Log and Statistical Summary of Arrests and Activities for the period of September 16, through September 30, 2016, to be received and filed

Public Works, Water and Development Services Department

18. Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement

Recommendation:

- A. Find that approval of the Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement (JEPA) (hereinafter referred to as the “Fifth Amended JEPA”) (copy attached) is exempt from California Environmental Quality Act (“CEQA”) review, because it is a government fiscal 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. Approval to enter into the Fifth Amended JEPA between the Orangeline Development Authority and the Members listed on Exhibit A of the Fifth Amended JEPA for the Eco-Rapid Transit Project; and
- C. Authorize the City Administrator to execute the Fifth Amended JEPA.

NEW BUSINESS (CONT'D)

City Administration Department

19. [A Resolution of the City Council of the City of Vernon Appointing Andrew Guth to Serve as the Interim Fire Chief of the City of Vernon](#)

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 Andrew Guth to serve as the Interim Fire Chief effective October 12, 2016.

City Clerk Department

20. [A Resolution of the City Council of the City of Vernon Excusing Luz Martinez from Attendance at Meetings of the City Council and Boards and Commissions from September through October 2016](#)

Recommendation:

- A. Find that excusing the absences of Councilmember Luz Martinez is exempt from California Environmental Quality Act (“CEQA”) review, because it is an organizational or administrative activity of government 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. Moreover, even if the activity in question were a project, it would be exempt from CEQA review, 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. Adopt a Resolution of the City Council of the City of Vernon excusing Luz Martinez from attendance at meetings of the City Council and Boards and Commissions from September through October 2016.

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Gas and Electric Department

21. [A Resolution of the City Council of the City of Vernon Approving and Adopting the Vernon Gas & Electric Department Resource Adequacy Plan for 2017, which Includes the Peak Demand Forecast, the Planning Reserve Margin, the Qualifying Capacity Criteria and the Qualifying Capacity from such Resources, City's Resource Adequacy and Supply Data and approves the Resources Used to Satisfy the California Independent System Operator's Tariff Requirements](#)

Recommendation:

- A. Find that the approval of the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2017 referenced in this document is exempt under the California Environmental Quality Act ("CEQA"), because it is an administrative activity and therefore does not constitute a "project" under CEQA Guidelines section 15378(b)(2); and even if the adoption of the proposed item did constitute a project, it would be exempt 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. Adopt the Resolution establishing the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2017 that adopts:
1. The approval of the coincident peak Demand Forecast for 2017;
 2. The approval to retain the same 15% Reserve Margin for planning purposes;
 3. The approval of the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources;
 4. The approval of the City's annual and monthly Resource Adequacy and Supply data;
 5. The approval of the Resource Adequacy resources that will be counted on to satisfy the City's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement for 2017.
- C. Authorize staff to submit the City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2017 and the Monthly Resource Adequacy and Supply data to the California Independent System Operator.

ORAL REPORTS

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

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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 13th day of October 2016.

By: _____
Maria E. Ayala
City Clerk

RECEIVED

OCT 13 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 12 2016

CITY ADMINISTRATION

STAFF REPORT
GAS & ELECTRIC DEPARTMENT

10-13-16

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Kelly Nguyen, Director of Vernon Gas & Electric *KN*
Originator: Abraham Alemu, Electric Resources Planning & Development
Manager jointly with Spiegel & McDiarmid, Outside Counsel

RE: Establishment of New Transmission Revenue Requirement (TRR) Associated
with Vernon's High Voltage Entitlements ("TRR Report")

Recommendation

- A. Find that the approvals requested in this staff report do not constitute "projects" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act ("CEQA"), because such actions constitute administrative activities; and even if the adoption of the proposed items did constitute projects, they would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment;
- B. Conduct a Public Hearing; and
- C. Adopt the attached Resolution to thereby:
- i. Approves, pursuant to the Transmission Owner Tariff, and to be effective on January 1, 2017, the establishment of the City's new TRR Transmission Revenue Requirement (TRR) and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric TRR Report dated on or about October 18, 2016; and
 - ii. Authorize outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation such as the TRR Report, to the Federal Energy Regulatory Commission (FERC) on behalf of the City of Vernon.

Background

The City of Vernon (“Vernon” or “City”) is a Scheduling Coordinator and a Participating Transmission Owner (“PTO”) in the California Independent System Operator Corporation (“ISO”). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services. These calculations are known as Transmission Revenue Requirements (“TRRs”).

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement (“TCA”), which sets forth specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff (“TO Tariff”) and TRR with the Federal Energy Regulatory Commission (“FERC”). The TCA further requires all PTOs to file any changes in their TRRs with FERC. Each PTO must also include in its TO Tariff its Gross Load which the ISO uses to calculate its grid-wide Transmission Access Charge (“TAC”) rates, and which is related to the City’s ability to recover its full TRR.

TRANSMISSION REVENUE REQUIREMENT

At present, the City’s high voltage transmission assets consist of three long-term contracts (known as “existing transmission contracts” or “ETCs”) which provide the City with dedicated access to high voltage transmission facilities owned by other entities. Specifically, the City has contractual entitlements to utilize transmission assets pursuant to one long-term transmission contract with the Los Angeles Department of Water and Power (“LADWP”) and two long-term transmission contracts with Southern California Edison (“SCE”). The ETCs with SCE consist of one (the “SCE Victorville-Lugo ETC” described in SCE’s FERC Rate Schedule 360) providing 11 MW of transmission capacity along the path between the Victorville-Lugo midpoint and the point of interconnection with the City’s internal transmission system (the “City Gate”), and one (the “SCE Mead ETC” described in SCE’s FERC Rate Schedule 207) providing 26 MW of transmission capacity along the path between the Mead 230 substation and the City Gate.

The costs of these ETCs make up the majority of the costs recovered through the City’s TRR. Until recently, for each of the ETCs, the City paid the owner of the transmission facilities a fixed rate which was specific to the transmission path provided under each ETC.

The attached TRR Report supports the establishment of a new transmission revenue requirement associated with Vernon’s high voltage entitlements.

Fiscal Impact

The cost of Existing Transmission Service Contracts (ETC) incurred by the City will be recovered.

Attachments

1. Notice of Public Hearing to Establish New Transmission Revenue Requirement
2. Resolution Adopting a New Transmission Revenue Requirement



NOTICE OF TWO SEPARATE PUBLIC HEARINGS

The City Council of the City of Vernon will conduct two public hearings, which you may attend.

- PLACE:** Vernon City Hall
City Council Chambers
4305 Santa Fe Avenue
Vernon, CA 90058
- DATE & TIME:** **Tuesday, October 18, 2016 at 9:00 a.m.**
(or as soon thereafter as the matter can be heard)
- SUBJECTS:** (1) To consider evidence to establish Vernon's new Transmission Revenue Balancing Account Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff, and (2) To consider evidence to establish Vernon's new Existing Transmission Contract Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff.
- REQUEST:** All parties are invited to be present and to submit statements orally or in writing before or during the applicable public hearing
- REVIEW OF THE FILE:** Subject documents are available for inspection by the public at Vernon City Hall, City Clerk Department, 4305 Santa Fe Avenue, Vernon, California 90058, Monday through Thursday, 7:00 a.m. to 5:30 p.m. and on the City's website at: <http://www.cityofvernon.org/government/public-meetings/city-council>
- PROPOSED CEQA FINDING:** Staff plans to recommend that the Vernon City Council determine that the proposals will not have a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA)

If you desire to challenge the actions taken by the City Council or any portion thereof in court, you may be limited to raising only those issues you or someone else raised at the applicable hearings described in this notice or in written correspondence delivered to the City of Vernon during, or before, the hearings.

The hearings may be continued or adjourned or cancelled and rescheduled to a stated time and place without further official notice of the public hearings.

Dated: October 6, 2016



Kelly Nguyen, Director of Vernon Gas & Electric

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON ADOPTING A NEW TRANSMISSION REVENUE REQUIREMENT FOR 2017 IN ACCORDANCE WITH VERNON'S TRANSMISSION OWNER TARIFF AND PROVIDING FOR TARIFF SHEET CHANGES TO IMPLEMENT THE ADJUSTMENT

WHEREAS, the City of Vernon ("City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City is a Participating Transmission Owner ("PTO") with the California Independent System Operator Corporation ("ISO"), and the Federal Energy Regulatory Commission ("FERC") has approved its existing Transmission Owner Tariff ("TO Tariff"); and

WHEREAS, the ISO reimburses the City according to the City's current Transmission Revenue Requirement ("TRR") in return for the City turning over to the ISO the operation and control of the City's transmission entitlements; and

WHEREAS, each PTO must include in its TO Tariff its Gross Load, which the ISO uses to calculate its grid-wide Transmission Access Charge ("TAC") rates, and which is related to the City's ability to recover its full TRR; and

WHEREAS, the City's transmission entitlements include rights under certain contracts (each an "ETC") including (i) an agreement with the City of Los Angeles Department of Water and Power entitled "Los Angeles-Vernon Adelanto-Victorville-Lugo Firm Transmission Service Agreement" (the "LAWDP ETC"); (ii) an agreement with Southern California Edison Company ("SCE") entitled "Amended and Restated

Edison-Vernon Victorville-Lugo Firm Transmission Service Agreement" (the "SCE Victorville-Lugo ETC"); and (iii) an agreement with SCE entitled "Amended and Restated Edison-Vernon Mead Firm Transmission Services Agreement" (the "SCE Mead ETC"); and

WHEREAS, the City's costs under the LADWP ETC, the SCE Victorville-Lugo ETC, and the SCE Mead ETC have traditionally been based upon a negotiated fixed "path-specific" rate charged by LADWP or SCE, based on the actual costs of the specific transmission lines made available under each ETC, multiplied by the amount of transmission capacity guaranteed to the City under each ETC; and

WHEREAS, on August 1, 2008, SCE filed a petition with FERC seeking to amend the pricing structure under the SCE Victorville-Lugo ETC and the SCE Mead ETC to replace the negotiated path-specific rates set forth in those ETCs with a "postage-stamp" rate which reflects the blended rate SCE charges to the ISO for the actual usage of all of SCE's transmission lines by customers of the ISO; and

WHEREAS, the postage-stamp rate which SCE charges to the ISO is derived from SCE's TRR and, therefore, will change each time SCE amends its TRR; and

WHEREAS, on September 30, 2008, FERC accepted, subject to refund and hearing and settlement procedures, SCE's proposed revisions under the SCE Victorville-Lugo ETC and the SCE Mead ETC to replace the negotiated path-specific rates set forth in those ETCs with a postage-stamp rate, and thus the City's costs under the SCE Victorville-Lugo ETC and the SCE Mead ETC will vary proportionately with any changes in SCE's TRR; and

WHEREAS, the City reached a settlement agreement (the "SCE Settlement") with SCE to amend the SCE Victorville-Lugo ETC and the SCE

Mead ETC to replace the path-specific rates set forth in those ETCs with SCE's postage-stamp rate after a phase-in period that began on August 1, 2009, during which the City's path-specific rates in those ETCs are gradually stepped-up over three years (the "Phase-In Rates") until the path-specific rates are equal to SCE's postage-stamp rate as of January 1, 2013; and

WHEREAS, under the SCE Settlement, the City's costs for the SCE Victorville-Lugo ETC and the SCE Mead ETC are equal to (i) from August 1, 2009, until December 31, 2012, the Phase-In Rates, and beginning on January 1, 2013, the SCE postage-stamp rate, in each case multiplied by (ii) the amount of transmission capacity guaranteed to the City under each ETC; and

WHEREAS, FERC approved the SCE Settlement pursuant to an order issued September 11, 2009, 128 FERC ¶ 61,237 (2009), in FERC Docket Nos. ER08-1343-000, ER08-1353-000, ER09-187-000, ER09-187-001, EL09-19-000, and ER09-446-000 ("SCE Settlement Order"); and

WHEREAS, on behalf of the City, the Brattle Group, an experienced utilities consulting firm, developed a tracking mechanism for the City's TRR ("TRR Tracking Mechanism") to allow the City's TRR to be adjusted annually, effective January 1 of each year, to reflect changes in the City's costs under the SCE Victorville-Lugo ETC and the SCE Mead ETC that change as a result of (i) the stepped-up rates implemented between August 1, 2009 and December 31, 2012; or (ii) any change in SCE's TRR on or after January 1, 2013; and

WHEREAS, on the basis of The Brattle Group's analysis and evidence from City staff, which was considered during a public meeting of the City Council held on July 13, 2009, the City, on July 15, 2009 ("July 15 FERC Filing"), filed with FERC proposed revisions to its TO

Tariff proposing stated TRRs for each of the years 2010 to 2012, which dollar amounts were also included in the SCE Settlement ("TO Tariff Revisions"); and

WHEREAS, the City also submitted in the July 15 FERC Filing a request to utilize an "ETC Adjustment Clause" to adjust automatically each year the costs the City incurs attributable to any changes in SCE's TRR associated with SCE's High Voltage Existing Contracts Access Charge ("HVECAC") rate; and

WHEREAS, FERC approved the City's request to utilize an ETC Adjustment Clause to reflect annual projected changes to SCE's TRR, in an order issued September 11, 2009, 128 FERC ¶ 61,235 (2009), in FERC Docket No. EL09-64-000 ("TO Tariff Order"); and

WHEREAS, under the TO Tariff Order, the City's TO Tariff revisions went into effect on August 1, 2009; and

WHEREAS, on January 6, 2015, the City approved revisions to the template used to calculate the annual ETC Adjustment Clause; and

WHEREAS, on April 8, 2015, FERC approved the City's 2015 filing with FERC reflecting modifications to the base TRR as calculated using the revised ETC Adjustment Clause template; and

WHEREAS, the City is required under the TO Tariff Order to submit annual filings with FERC reflecting modifications to the base TRR; and

WHEREAS, a Notice of Public Hearing was published on October 6, 2016, notifying all interested parties that a hearing to consider evidence to establish the City's new TRR was scheduled for October 18, 2016, at approximately 9:00 a.m., subject to the hearing being continued or adjourned to a stated time and place without further notice of public hearing; and

WHEREAS, on October 18, 2016, the City Council held a Public Hearing in which the City Council took evidence from staff and those other persons in attendance who wished to be heard on the calculation of the City's new TRR under the City's amended TO Tariff; and

WHEREAS, the TRR for 2017 is shown in the amended Appendix I to the TO Tariff, a copy of which is attached hereto as Exhibit A and made a part hereof.

WHEREAS, the Gas & Electric Department has prepared a Report, dated October 18, 2016, with exhibits, a copy of which is attached hereto as Exhibit B and made a part hereof, which reiterates its previous conclusions that the TRR and ETC Adjustment Clause mechanism developed by The Brattle Group, approved by FERC under the amended TO Tariff, and revised in 2015 are reasonable and which calculates the amount derived under the ETC Adjustment Clause for 2017; and

WHEREAS, the Gas & Electric Department has recommended the City adopt the TRR shown in the amended Appendix I to the TO Tariff, attached as Exhibit A, to be effective on January 1, 2017; and

WHEREAS, the City Council has heard and considered all evidence, written and oral, presented in consideration of the establishment of the City's new TRR under the amended TO Tariff.

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 recitals contained hereinabove are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action does not constitute a "project" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality

Act ("CEQA"), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby further finds and determines that all persons have had the opportunity to be heard or to file written comments to the proposed adoption of the City's TRR, and after due consideration of any and all evidence submitted at the Public Hearing, determines there are compelling reasons to justify the adoption of the City's TRR and Gross Load, to be effective January 1, 2017.

SECTION 4: The City Council of the City of Vernon hereby declares that:

(a) any determination made pursuant to this Resolution regarding the validity or reasonableness of any portion of any TRR or TO Tariff shall apply only prospectively from the date of this Resolution; and

(b) in no way shall this Resolution affect the City Council's adoption or determination of any previous TRR or TO Tariff.

SECTION 5: The City Council of the City of Vernon hereby approves, pursuant to the TO Tariff and to be effective on January 1, 2017, the establishment of the City's new TRR and Appendix I to the TO Tariff implementing the new TRR, as described in the Gas & Electric Report dated October 18, 2016.

SECTION 6: The City Council of the City of Vernon hereby authorizes outside counsel to submit the City's TRR, the amended Appendix I to the Vernon TO Tariff, and supporting documentation, such

as the Report, and this City Council Resolution approving the new TRR, to FERC on behalf of the City of Vernon.

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.

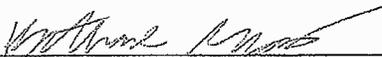
APPROVED AND ADOPTED this 18th day of October, 2016.

Name: _____
Title: Mayor

ATTEST:

City Clerk /Deputy City Clerk

APPROVED AS TO FORM:



Katharine Mapes, Esq.
Spiegel & McDiarmid, LLP
Special Counsel to City

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 October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of October, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

EXHIBIT A

APPENDIX I

Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is ~~\$2,973,047~~\$3,033,164 and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$2,575,200 <u>\$2,708,400</u>
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$95,371) <u>167,924</u>
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$5,262) <u>5,792</u>

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a ~~positive~~negative ~~\$411~~\$47,616 for calendar year 20167.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

APPENDIX I

Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is **\$3,033,164** and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$2,708,400
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$167,924)
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$5,792)

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a negative **\$47,616** for calendar year 2017.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

All of Vernon's transmission facilities and Entitlements placed under the ISO's Operational Control are High Voltage Facilities as defined by the ISO Tariff.

The TRBAA will be recalculated annually consistent with the ISO Tariff approved by the Vernon City Council, and provided to the ISO.

EXHIBIT B

**CITY OF VERNON GAS AND ELECTRIC
DEPARTMENT**

**REPORT REGARDING THE ESTABLISHMENT OF A REVISED NEW
TRANSMISSION REVENUE REQUIREMENT ASSOCIATED WITH VERNON'S
HIGH VOLTAGE ENTITLEMENTS**

October 18, 2016

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services. These calculations are known as Transmission Revenue Requirements ("TRRs").

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement ("TCA"), which sets forth specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff ("TO Tariff") and TRR with the Federal Energy Regulatory Commission ("FERC"). The TCA further requires all PTOs to file any changes in their TRRs with FERC. Each PTO must also include in its TO Tariff its Gross Load which the ISO uses to calculate its grid-wide Transmission Access Charge ("TAC") rates, and which is related to the City's ability to recover its full TRR.

TRANSMISSION REVENUE REQUIREMENT

At present, the City's high voltage transmission assets consist of three long-term contracts (known as "existing transmission contracts" or "ETCs") which provide the City with dedicated access to high voltage transmission facilities owned by other entities. Specifically, the City has contractual entitlements to utilize transmission assets pursuant to one long-term transmission contract with the Los Angeles Department of Water and Power ("LADWP") and two long-term transmission contracts with Southern California Edison ("SCE"). The ETCs with SCE consist of

those ETCs have been gradually stepped-up under incrementally increasing fixed rates (the “Phase-In Rates”) until the path-specific rates are equal to the HVECAC Rate as of January 1, 2013. FERC approved the SCE Settlement pursuant to an order issued September 11, 2009, 128 FERC ¶ 61, 237 (2009), in FERC Docket Nos. ER08-1343-000, ER08-1353-000, ER09-187-000, ER09-187-001, EL09-19-000, and ER09-446-000 (“SCE Settlement Order”).

On behalf of the City, The Brattle Group, an experienced utilities consulting firm, developed a TRR tracking mechanism clause for the City’s TRR (“ETC Adjustment Clause”), which allows the City’s TRR to be adjusted annually, effective January 1 of each year, to reflect changes in the City’s transmission expenses associated with any changes implemented by SCE in the HVECAC Rate associated with the SCE Victorville-Lugo ETC and the SCE Mead ETC.

On the basis of The Brattle Group’s analysis and evidence from City staff, which was considered during a public meeting of the City Council held on July 13, 2009, the City, on July 15, 2009 (“July 15 FERC Filing”), filed with FERC the proposed (i) revisions to its TO Tariff proposing the City’s stated TRRs for each of the years 2010 to 2012, which dollar amounts were also included in the SCE Settlement (“TO Tariff Revisions”) and (ii) the ETC Adjustment Clause tracking mechanism.

The July 15 FERC Filing acknowledged that, to the extent that the SCE Settlement was accepted, because the stated Phase-In Rates would be fixed, the ETC Adjustment Clause for the term of the Phase-In Rates would be zero.

FERC approved the City’s July 15 FERC Filing, including the TO Tariff Revisions, the City’s proposed calculations of the TRR for years 2010 to 2012, and the City’s request to utilize an ETC Adjustment Clause, in an order issued September 11, 2009, 128 FERC ¶ 61,235 (2009), in FERC Docket No. EL09-64-000 (“TO Tariff Order”). The City is required under the TO Tariff Order to submit annual filings each year with FERC reflecting annual modifications to the base TRR of the City.

Vernon will true up any differences in its SCE ETC costs when it makes its 2018 TRR filing.

The ETCC_F for 2017 SCE ETC costs are projected to be \$2,708,400 as shown in line 8 of Exhibit 1.

The ETCC_T Component

ETCC_T represents a balance that reflects the difference between prior year forecast and actual SCE ETC costs. The prior period in this case is the twelve-month period starting October 1, 2015 and ending September 30, 2016.

A summary of the determination of the September 30, 2016 balance in the ETC Adjustment Clause is shown in Exhibit 1. The ETCC_T component reflects 1) the previously projected 2015 SCE ETC costs of \$165,760 per month, for the months October through December 2015 and projected 2016 SCE ETC costs of \$214,600 per month, for the months January through September 2016, 2) actual 2015 SCE ETC costs of \$ 172,790 per month, for the months October through December 2015 and \$208,680 per month, for the months January through September 2016, and 3) refunds received by the City—all elements as reflected on Line No. 8, 15, and 16 of Exhibit 1. The net of these elements produce the under (or over) collection figures reflected in Line 17 of Exhibit 1. The ending balance is the sum of the beginning balance on October 1 and the (over)/under collection – both elements as reflected on Line 1 and 17 of Exhibit 1. The cumulative monthly balances are carried forward from month to month and the ETCC_T component on September 30, 2016 of negative \$167,924 is shown in line 19 of Exhibit 1.

The I (Interest) Component

The Interest component reflects interest on the difference between prior year forecast and actual SCE ETC costs. The monthly interest carrying costs are calculated using the 18 C.F.R. § 35.19(a) interest rates and calculation method. These interest rates are published by FERC and reflect the prime rate values published in the Federal Reserve Bank's "Selected Interest Rates."

2017 ETC Adjustment Clause (Revised)

12 Month True-Up Period from October 1, 2015 - September 30, 2016
Interest on True-Up Only

MW	2016												Total				
	October	November	December	January	February	March	April	May	June	July	August	September					
[1] Beginning Balance	(99,844)																
[2] Projected Rates (\$/kW-month)																	
[3] SCE Mead-Laguna Bell	4.48	4.48	4.48	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80
[4] SCE Victorville-Lugo	4.48	4.48	4.48	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80
[5] Projected SCE ETC Expense (\$)																	
[6] SCE Mead-Laguna Bell	26	116,480	116,480	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800	150,800
[7] SCE Victorville-Lugo	11	49,280	49,280	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800	63,800
[8] Total		165,760	165,760	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600	214,600
[9] Actual Rates (\$/kW-month)																	
[10] SCE Mead-Laguna Bell	4.67	4.67	4.67	4.67	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64
[11] SCE Victorville-Lugo	4.67	4.67	4.67	4.67	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64	5.64
[12] Actual SCE ETC Expense (\$)																	
[13] SCE Mead-Laguna Bell	26	121,420	121,420	121,420	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640	146,640
[14] SCE Victorville-Lugo	11	51,320	51,320	51,320	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040	62,040
[15] Total		172,790	172,790	172,790	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680	208,680
[16] Refund Received		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
[17] Difference (Over)/Under Collection (\$)		7030	7030	(41810)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)	(5920)
[18] Ending Balance		-92,814	7,030	-41,810	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920	-5,920
[19] Cumulative (Over)/Under Collection (\$)		(92,814)	(85,784)	(78,754)	(120,564)	(126,484)	(132,404)	(138,324)	(144,244)	(150,164)	(156,084)	(162,004)	(167,924)	(167,924)	(167,924)	(167,924)	(167,924)
[20] Annual Interest Rate (18 C.F.R. Section 35.19a)		3.25%	3.25%	3.25%	3.25%	3.25%	3.40%	3.40%	3.40%	3.40%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
[21] Monthly Interest Rate (18 C.F.R. Section 35.199a)		0.28%	0.27%	0.28%	0.28%	0.28%	0.28%	0.28%	0.28%	0.28%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%	0.30%
[22] Average Monthly Interest Accrued on Cumulative (Over)/Under Collection (\$)		(256)	(239)	(227)	(275)	(319)	(378)	(408)	(411)	(455)	(473)	(475)	(475)	(475)	(475)	(475)	(475)
[23] Quarterly Interest Balance (\$)		(722)	(691)	(651)	(818)	(951)	(1,188)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)	(1,463)
[24] Total Monthly Interest on Cumulative Balance (Over)/Under Collection w/ Quarterly Compounding (\$)		(256)	(239)	(227)	(277)	(321)	(381)	(411)	(414)	(459)	(476)	(478)	(478)	(478)	(478)	(478)	(478)
[25] Ending Balance on September 30, 2016																	

Sources and Notes:

- [1] Prior Year True-up ending balance
- [2],[9]: 2015 rates from Southern California Edison Company FERC Filing, Docket No. ER11-3897-___ (T09). 2016 rates from Southern California Edison Company FERC Filing, Docket No. ER11-3897-___ (T010); 2017 rates from Southern California Edison Company FERC Filing, Docket No. ER11-3897-___ (T011)
- [6],[7]: Calculated as ETC Capacity x \$/kW-month rate x 1,000 kW/MW.
- [13],[14]: Calculated as ETC Capacity x \$/kW-month rate x 1,000 kW/MW.
- [16] Refund received
- [17]: [15] - [8] + [16].
- [18] [1] + [17]
- [19]: Cumulative of [18].
- [20]: Prime rate as listed on FERC website available from: <http://www.ferc.gov/enforcement/accr-matts/interest-rates.ssp>.
- [21]: [20]/365 days x number of days in month.
- [22]: (Average of cumulative balance in current and prior month) x [21].
- [23]: Sum of the interest in [22] per every three months.
- [24]: (Average of cumulative balance in current and prior month + cumulative quarterly interest in [23] from prior quarters) x [21].
- [25] September 30 balance of [13] + sum of [24] through September 30
- [26]: Projected 2016 SCE ETC costs from Total in [8].
- [27]: From [19].
- [28]: From [24], including interest accrued between October 1, 2015 and January 1, 2016.

Projected

Total

	2017											
	January	February	March	April	May	June	July	August	September	October	November	December
6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10
6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10	6.10
158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600	158,600
67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100	67,100
225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700	225,700
												2,708,400

	2016 ETC Adjustment Clause
[26]	Component I: 2016 Projected SCE ETC Costs 2,708,400
[27]	Component II: Cumulative (over)/Under Collection (\$) -167,924
[28]	Component III: Interest on Cumulative (Over)/Under Collection w/ Quarterly Compounding (\$) -5,792
[29]	Total 2,534,684

RECEIVED

OCT 13 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 12 2016

CITY ADMINISTRATION

CA 10-13-14

STAFF REPORT
GAS & ELECTRIC DEPARTMENT

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Kelly Nguyen, Director of Vernon Gas & Electric *KN*
Originator: Abraham Alemu, Electric Resources Planning & Development
Manager jointly with Spiegel & McDiarmid, Outside Counsel

RE: Establishment of New Transmission Revenue Balancing Account Adjustment
(TRBAA) for 2017 ("TRBAA" Report)

Recommendation

- A. Find that the approval of the TRBAA referenced in this document does not constitute a "project" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act ("CEQA"), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt under the in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment;
- B. Conduct a Public Hearing; and
- C. Adopt the Resolution establishing a New Transmission Revenue Balancing Account Adjustment (TRBAA) for 2017 which:
 - i. Adopts the newly calculated TRBAA of a positive \$47,616;
 - ii. Adopts the replacement of the existing TRBAA of positive 411 with the new TRBAA for 2017 of a positive \$47,616;
 - iii. Adopts the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of positive \$47,616; and
 - iv. Authorizes outside counsel to submit Vernon's TRBAA and supporting documentation to FERC on behalf of the City of Vernon.

Background

The City of Vernon (“Vernon” or “City”) is a Scheduling Coordinator and a Participating Transmission Owner (“PTO”) in the California Independent System Operator Corporation (“ISO”). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services.

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement (“TCA”), which sets forth the specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff (“TO Tariff”) with the Federal Energy Regulatory Commission (“FERC”).

Pursuant to Section 5.2 of the TO Tariff, Vernon updates its Transmission Revenue Balancing Account Adjustment (“TRBAA”) annually. The TRBAA is a tariff mechanism designed to ensure that all Transmission Revenue Credits (“TRCs”) are flowed through to ISO open access transmission tariff (“ISO Tariff”) customers via annual update filings at the FERC by PTOs. Appendix F, Schedule 3, Section 6.1(b), of the ISO Tariff describes the annual TRBAA calculation as “a dollar amount based on the projected Transmission Revenue Credits as adjusted for the true up of the prior year’s difference between projected and actual credits.”

The attached TRBAA Report supports the establishment of a new TRBAA based on the requirements of the TO Tariff and the ISO Tariff.

Fiscal Impact

None

Attachments

1. Notice of Public Hearing to Establish New Transmission Revenue Balancing Account Adjustment
2. Resolution Establishing a Transmission Revenue Balancing Account Adjustment for 2017



NOTICE OF TWO SEPARATE PUBLIC HEARINGS

The City Council of the City of Vernon will conduct two public hearings, which you may attend.

- PLACE:** Vernon City Hall
City Council Chambers
4305 Santa Fe Avenue
Vernon, CA 90058
- DATE & TIME:** **Tuesday, October 18, 2016 at 9:00 a.m.**
(or as soon thereafter as the matter can be heard)
- SUBJECTS:** (1) To consider evidence to establish Vernon's new Transmission Revenue Balancing Account Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff, and (2) To consider evidence to establish Vernon's new Existing Transmission Contract Adjustment for its high voltage (over 200 kV) transmission entitlements (all located outside the City) pursuant to Vernon's Transmission Owner Tariff.
- REQUEST:** All parties are invited to be present and to submit statements orally or in writing before or during the applicable public hearing
- REVIEW OF THE FILE:** Subject documents are available for inspection by the public at Vernon City Hall, City Clerk Department, 4305 Santa Fe Avenue, Vernon, California 90058, Monday through Thursday, 7:00 a.m. to 5:30 p.m. and on the City's website at: <http://www.cityofvernon.org/government/public-meetings/city-council>
- PROPOSED CEQA FINDING:** Staff plans to recommend that the Vernon City Council determine that the proposals will not have a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA)

If you desire to challenge the actions taken by the City Council or any portion thereof in court, you may be limited to raising only those issues you or someone else raised at the applicable hearings described in this notice or in written correspondence delivered to the City of Vernon during, or before, the hearings.

The hearings may be continued or adjourned or cancelled and rescheduled to a stated time and place without further official notice of the public hearings.

Dated: October 6, 2016



Kelly Nguyen, Director of Vernon Gas & Electric

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VERNON ESTABLISHING A TRANSMISSION REVENUE
BALANCING ACCOUNT ADJUSTMENT FOR 2017 IN ACCORDANCE
WITH VERNON'S TRANSMISSION OWNER TARIFF AND
PROVIDING FOR TARIFF SHEET CHANGES TO IMPLEMENT THE
ADJUSTMENT

WHEREAS, the City of Vernon ("City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City is a Participating Transmission Owner ("PTO") with the California Independent System Operator Corporation, a California nonprofit public benefit corporation ("CAISO"); and

WHEREAS, the CAISO requires a PTO to turn over operational control of its transmission facilities and entitlements to the CAISO; and

WHEREAS, in return, the CAISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services; and

WHEREAS, the relationship between PTOs and CAISO is governed by a Transmission Control Agreement ("TCA") which sets forth the specific duties and obligations of all PTOs including the filing of a Transmission Owner Tariff ("TO Tariff") with the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, in order to ensure that all Transmission Revenue Credits are flowed through to CAISO's open access transmission tariff ("CAISO Tariff") customers, the City annually updates its Transmission Revenue Balancing Account Adjustment ("TRBAA") by a dollar amount

reflecting the proposed Transmission Revenue Credits adjusted for difference between projected and actual credits from the prior year; and

WHEREAS, a Notice of Public Hearing was published on October 6, 2016, notifying all interested parties that a hearing to consider evidence to establish the City's new TRBAA for 2017 was scheduled for October 18, 2016, at approximately 9:00 a.m., subject to the hearing being continued or adjourned to a stated time and place without further notice of public hearing; and

WHEREAS, a Public Hearing was held on October 18, 2016, in which the City Council took evidence from staff and those other persons in attendance who wished to be heard on the establishment of the City's new TRBAA; and

WHEREAS, the Gas & Electric Department has prepared a Report, with exhibits, dated on or about October 18, 2016 ("Report"), which determines the new TRBAA for 2017 to be consistent with the TO Tariff and supports the TRBAA and the changes to Appendix I of the TO Tariff to implement the new TRBAA effective January 1, 2017; and

WHEREAS, the Gas & Electric Department has recommended that the TRBAA and Appendix I to the TO Tariff implementing the new TRBAA be approved; and

WHEREAS, the City Council has heard and considered all evidence, both written and oral, presented in consideration of the establishment of the City's new TRBAA and revised Appendix I to the TO Tariff implementing the new TRBAA.

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 does not constitute a "project" pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act ("CEQA"), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby further finds and determines that all persons have had the opportunity to be heard or to file written comments to the proposed establishment of the City's new TRBAA and amended Appendix I to the TO Tariff implementing the new TRBAA, and, after due consideration of any and all evidence submitted at the public hearing, determines that there are compelling reasons to justify the establishment of the City's new TRBAA for 2017 and an amended Appendix I to the TO Tariff implementing the new TRBAA for 2017, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 4: The City Council of the City of Vernon hereby approves, pursuant to the TO Tariff and to be effective on January 1, 2017, the establishment of the City's new TRBAA for 2017, and revised Appendix I to the TO Tariff implementing the new TRBAA for 2017, as described in the Report, a copy of which is attached hereto as Exhibit B and made a part hereof.

SECTION 5: The City Council of the City of Vernon hereby authorizes outside counsel to submit the City's new TRBAA for 2017, the revised Appendix I to the TO Tariff, and supporting documentation, such as the Report and this City Council Resolution, to FERC on behalf of

the City of Vernon.

SECTION 6: 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.

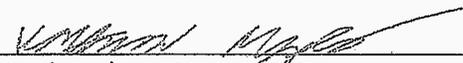
APPROVED AND ADOPTED this 18th day of October, 2016.

Name: _____
Title: Mayor

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Katharine Mapes, Esq.
Spiegel & McDiarmid, LLP
Special Counsel to City

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, October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of October, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

EXHIBIT A

APPENDIX I

Transmission Revenue Requirement and TRBAA

The Vernon Base Transmission Revenue Requirement is ~~\$2,973,047~~**\$3,033,164** and is comprised of the following components:

Base TRR costs not subject to ETC Adjustment Clause:	\$498,480
ETC Adjustment Clause:	
Forecast SCE ETC Costs:	\$2,575,200 <u>\$2,708,400</u>
Balance of Difference between prior year Forecast and Actual SCE ETC Costs:	(\$95,371) <u>\$167,924</u>
Interest on Difference between prior year Forecast and Actual SCE ETC Costs:	(\$5,262) <u>\$5,792</u>

The ETC Adjustment Clause is: The projected SCE ETC Cost for the next calendar year, plus the true-up (positive or negative) of the prior October through September SCE ETC Cost with interest calculated pursuant to 18 C.F.R. § 35.19a. The ETC Adjustment Clause will be recalculated annually and filed with the Commission with a proposed effective date of January 1 of each year.

The TRBAA is a ~~positive~~**negative \$414,616** for calendar year 201**67**.

Vernon's Gross Load, consistent with its TRR, used by the ISO to develop the Transmission Access Charge is 1,181,728 MWhs.

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EXHIBIT B

**CITY OF VERNON GAS & ELECTRIC DEPARTMENT
REPORT REGARDING THE ESTABLISHMENT OF A NEW
TRANSMISSION REVENUE BALANCING ACCOUNT ADJUSTMENT
FOR CALENDAR YEAR 2017**

October 18, 2016

The City of Vernon ("Vernon" or "City") is a Scheduling Coordinator and a Participating Transmission Owner ("PTO") in the California Independent System Operator Corporation ("ISO"). To participate in the ISO, PTOs are required to turn over administrative control of their transmission facilities and entitlements to the ISO. In return, the ISO collects revenues for each PTO pursuant to calculations that reflect the expenses and capital costs incurred by each PTO to provide transmission services.

The relationship between PTOs and the ISO is governed by a Transmission Control Agreement ("TCA"), which sets forth the specific duties and obligations of all PTOs. The TCA requires all PTOs to file a Transmission Owner Tariff ("TO Tariff") with the Federal Energy Regulatory Commission ("FERC").

Pursuant to Section 5.2 of the TO Tariff, Vernon updates its Transmission Revenue Balancing Account Adjustment ("TRBAA") annually. The TRBAA is a tariff mechanism designed to ensure that all Transmission Revenue Credits ("TRCs") are flowed through to ISO open access transmission tariff ("ISO Tariff") customers via annual update filings at the FERC by PTOs. Appendix F, Schedule 3, Section 6.1(b), of the ISO Tariff describes the annual TRBAA calculation as "a dollar amount based on the projected Transmission Revenue Credits as adjusted for the true up of the prior year's difference between projected and actual credits." This Report supports the establishment of a new TRBAA based on the requirements of the TO Tariff and the ISO Tariff.

SUMMARY

Section 5.2 of the Vernon TO Tariff identifies the items to be reflected in the TRBAA

September 30, 2016, which reflects services rendered through June 30, 2016, is a credit of \$46,111, including interest. TRCs are projected to be a credit of \$1,505. Taken together, these items sum up to a TRBAA to be effective for the twelve months starting January 1, 2017 of a credit, or negative, balance of \$47,616.

All of the Vernon transmission entitlements that are reflected in Vernon's transmission rates and the TRBAA are high voltage facilities. Therefore, there is no need to allocate TRCs or other TRBAA components between high voltage and low voltage rates.

CALCULATION OF THE NEW TRBAA

The TRBAA is equal to the sum of: $TRC_F + TRC_T + I$.

The balance in the TRBA of a credit of \$46,111 as of September 30, 2016 represents the sum of the TRC_T and the I components.

The TRC_T Component of Vernon's TRBAA

TRC_T represents a balance that reflects the difference for the prior period between the projected TRCs and the actual credits. The prior period in this case is the twelve-month period starting October 1, 2015 and ending September 30, 2016.

A summary of the determination of the September 30, 2016 balance in the Vernon TRBA is shown in Exhibit 2. The TRC_T component reflects 1) the previously projected 2015 TRCs for Vernon of \$12,458 or \$1,038.17 per month, for the months October through December 2015, and 2) projected 2016 TRCs of \$411 or \$34.25 per month, for the months January through September 2016—both elements as reflected on Line No. 2 of Exhibit 2. Adjustments for actual payable TRCs reflecting high voltage wheeling revenues payable to the TO (i.e., Vernon) are reflected in Line 3 of Exhibit 2. Distribution of non-refundable interconnection amounts (further discussed below) are reflected in Line 4 of Exhibit 2 and produce the under (over) collection figures for the monthly payable TRC balances reflected in Line 5 of Exhibit 2. The monthly balances are carried forward from month to month in Line 6 of Exhibit 2. Interest is calculated monthly (the I component) on the average monthly

Distribution of Non-Refundable Interconnection Amounts

Under Section 7.6 of Appendix DD of the ISO Tariff, "Application of Non-Refundable Amounts," "[t]he CAISO shall calculate and disburse available non-refundable interconnection study deposits and interconnection financial security in conjunction with the annual reassessment performed during the year that the withdrawal period ends." As a Participating Transmission Owner, Vernon received a share of the non-refundable interconnection financial security and study deposit amounts for projects withdrawn from January 1, 2011 through December 31, 2015. In particular, Vernon received \$1,251.28 in the month of February 2015 for projects withdrawn from January 1, 2011 through December 2012; \$33,342.86 in the month of October 2015 for projects withdrawn from January 1, 2013 through December 2014; and \$6,781.51 in the month of September 2016 for projects withdrawn from January 1, 2015 through December 31, 2015. The amount received in the month of February 2015 was not reflected in Vernon's TRBAA effective January 1, 2016, filed last year with the Commission. Accordingly, this amount was adjusted for interest amounts incurred, as reflected on Line 20 of Exhibit 2 to the TRBAA, and included in the TRBAA to be effective January 1, 2017.

In order to distribute those funds to its ratepayers through its TRBAA mechanism in accordance with Section 7.6 (c) of Appendix DD, Vernon has added Line 4 to the spreadsheet it uses to calculate its TRBAA, Exhibit 2 to this report. That line is entitled "Distribution of Non-Refundable Interconnection Amounts" and tracks funds distributed by the ISO from month to month.

RECOMMENDATIONS

1. Approve the newly calculated TRBAA of a negative \$47,616,
2. Approve replacing the existing TRBAA of positive \$411 with the new TRBAA for 2017 of a negative \$47,616.
3. Approve the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of negative \$47,616.

EXHIBIT 1

	A	B	C	D	E	F	G	H	I
	CITY OF VERNON TRANSMISSION REVENUE BALANCING ACCOUNT ADJUSTMENT (TRBAA) CALENDAR YEAR 2017								
1									
2									
3									
4									
5									
6									
7									<u>TOTAL</u>
8									
9	[1]								(\$46,111)
10									
11									
12	[2]								(\$1,505)
13									
14	[3]								<u>(\$47,616)</u>
15									
16									
17									
18									
19	[4]								
20	[5]								
21									
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Source:
Exhibit 2, Column O, Line No. 13.
Exhibit 3, Column F, Line No. 13.

EXHIBIT 2

EXHIBIT 3

	A	B	C	D	E	F	G
1	CITY OF VERNON						
2	FORECAST TRANSMISSION CREDITS						
3	for Calendar Year 2017 TRBAA						
4							
5							
6		<u>MONTH</u>		<u>Wheeling</u>			<u>Total</u>
7							
8	[1]	January-17		(\$125.40)			(\$125.40)
9	[2]	February-17		(\$125.40)			(\$125.40)
10	[3]	March-17		(\$125.40)			(\$125.40)
11	[4]	April-17		(\$125.40)			(\$125.40)
12	[5]	May-17		(\$125.40)			(\$125.40)
13	[6]	June-17		(\$125.40)			(\$125.40)
14	[7]	July-17		(\$125.40)			(\$125.40)
15	[8]	August-17		(\$125.40)			(\$125.40)
16	[9]	September-17		(\$125.40)			(\$125.40)
17	[10]	October-17		(\$125.40)			(\$125.40)
18	[11]	November-17		(\$125.40)			(\$125.40)
19	[12]	December-17		<u>(\$125.40)</u>			<u>(\$125.40)</u>
20							
21	[13]	Total		(\$1,504.86)			(\$1,504.86)
22							
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EXHIBIT 4



RECEIVED

OCT 12 2016

CITY CLERK'S OFFICE

STAFF REPORT CITY ADMINISTRATION

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino, Jr., City Administrator
Originator: Diana Figueroa, Administrative Analyst *CA 10/12/16*

RE: Resolution Appointing Michael Earl to Serve as the Director of Human Resources 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 Michael Earl to serve as the Director of Human Resources of the City of Vernon effective October 24, 2016, approving and authorizing the execution of a related at-will employment agreement.

Background

Following the departure of incumbent Director of Human Resources, Isaac Garibay, the City Administrator re-evaluated the final candidates presented by the Hawkins Company executive recruitment firm. Upon careful consideration, Michael Earl was selected to serve as the new Director of Human Resources for the City.

Recruitment Summary

Recruitment for a Director of Human Resources began shortly after the retirement of Teresa McAllister in October 2015. The Hawkins Company was contracted to conduct the recruitment for this position at the City of Vernon. Their firm focused on recruiting candidates capable of maintaining the trajectory of the recent transformative work achieved by the City's Human Resources Department. Over 80 potential candidates were sourced in the recruitment process.

Outreach efforts resulted in the submission of 25 applications, of which 11 candidates were presented to City Administration staff for evaluation. Subsequently, five candidates were deemed highly qualified and were recommended for additional consideration. Each individual was invited to participate in a first-round interview conducted by an internal/external combined interview panel. The interview panel consisted of the City Administrator, Police Chief, City Attorney, and a Vernon Chamber of Commerce member with expertise in the Human Resources field. The three (3) highest-ranking candidates were referred to the final interview selection with the City Council.

The City Council conducted interviews with the three (3) highest-ranking candidates in Closed Session at the City Council meeting held on April 5, 2016. It was during this session that City Council had an opportunity to meet Michael Earl.

A second group of candidates was presented in the subsequent months to staff who had an opportunity to interview the group. None of the candidates that were presented were selected for the Director of Human Resources role at the City of Vernon.

After thorough consideration and evaluation of numerous applicants, the City Administrator deemed Michael Earl to be the best-qualified candidate to meet the needs of the City and the Human Resources Department. As such, the City Administrator briefed Council in Closed Session on October 4, 2016 on his decision to employ Michael Earl, subject to approval of an at-will employment agreement and successful completion of the pre-employment process. On October 12, 2016, an additional meeting was held in Closed Session wherein City Council members and staff were able to further acquaint themselves with Michael Earl and attest to his suitability for the role of the Director of Human Resources for the City of Vernon.

Candidate Summary

Mr. Earl currently serves as a Human Resources Manager for the City of Santa Monica. In this capacity, Mr. Earl oversees the functions of the Employee Relations and Benefits Division. Mr. Earl also recently served as Acting Director of Human Resources in Santa Monica during a temporary leave of absence of the current director.

As an employee in the public sector, Mr. Earl has served in numerous managerial and executive level positions in Human Resources. He has acquired knowledge in each role and has developed by assuming higher levels of responsibility as his career has progressed. His professional experience spans the full range of municipal human resources functional areas including labor and employee relations, employee benefits administration, risk management, classification and compensation, and recruitment and selection. He brings 28 years of relevant experience to the City of Vernon.

Mr. Earl attained his Bachelor's and Master's degrees in Public Administration from San Diego State University. He is also a member of several Human Resources professional organizations, including the Southern California Personnel Management Association, California Public Employers Labor Relations Association (CALPELRA), and International Public Management Association for Human Resources (IPMA-HR). Mr. Earl has also served in various committees for the Independent Cities Risk Management Authority (ICRMA).

Given Mr. Earl's qualifications and extensive experience, he is well suited to meet the needs of the City's Human Resources Department, and will be a valuable addition to the executive team.

At-Will Employment Agreement

The At-Will Employment Agreement for the Director of Human Resources has been presented to Mr. Earl and is attached hereto as Exhibit B of the resolution for City Council's approval. The Agreement establishes an effective date of October 24, 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. Earl will be in attendance at the October 18, 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 Human Resources on October 24, 2016.

Fiscal Impact

The approximate annual cost to fill the Director of Human Resources position as proposed in this staff report is \$255,178 (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 Michael Earl to Serve as the Director of Human Resources

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPOINTING MICHAEL EARL TO SERVE AS THE DIRECTOR OF HUMAN RESOURCES OF THE CITY OF VERNON AND APPROVING AND AUTHORIZING THE EXECUTION OF A RELATED AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, on or about October 2015, the City retained the services of The Hawkins Company ("Hawkins") to conduct a recruitment for the position of Director of Human Resources for the City of Vernon; and

WHEREAS, the Hawkins 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, on August 18, 2016, following the departure of Isaac Garibay as the Director of Human Resources, the City Council of the City of Vernon authorized the City Administrator to re-evaluate the final candidates presented by Hawkins to fill the vacancy; and

WHEREAS, the City Administrator has deemed Michael Earl ("Earl") to be the best qualified candidate to meet the needs of the City and Human Resources Department; and

WHEREAS, the City Council conducted final interviews of the three highest ranking candidates, including Earl, at a regular City Council meeting held on April 5, 2016; and

WHEREAS, the City Council of the City of Vernon determined Earl to be the most qualified candidate and directed the City Administrator to pursue the employment of Earl as the Director of Human Resources 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 Earl to serve as the Director of Human Resources, effective October 24, 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 Michael Earl to serve as the Director of Human Resources of the City of Vernon, effective October 24, 2016.

SECTION 4: The City Council of the City of Vernon hereby approves and authorizes the execution of the At-Will Employment Agreement with Earl to serve as Director of Human Resources 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 Earl 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 Earl.

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 18th day of October, 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)

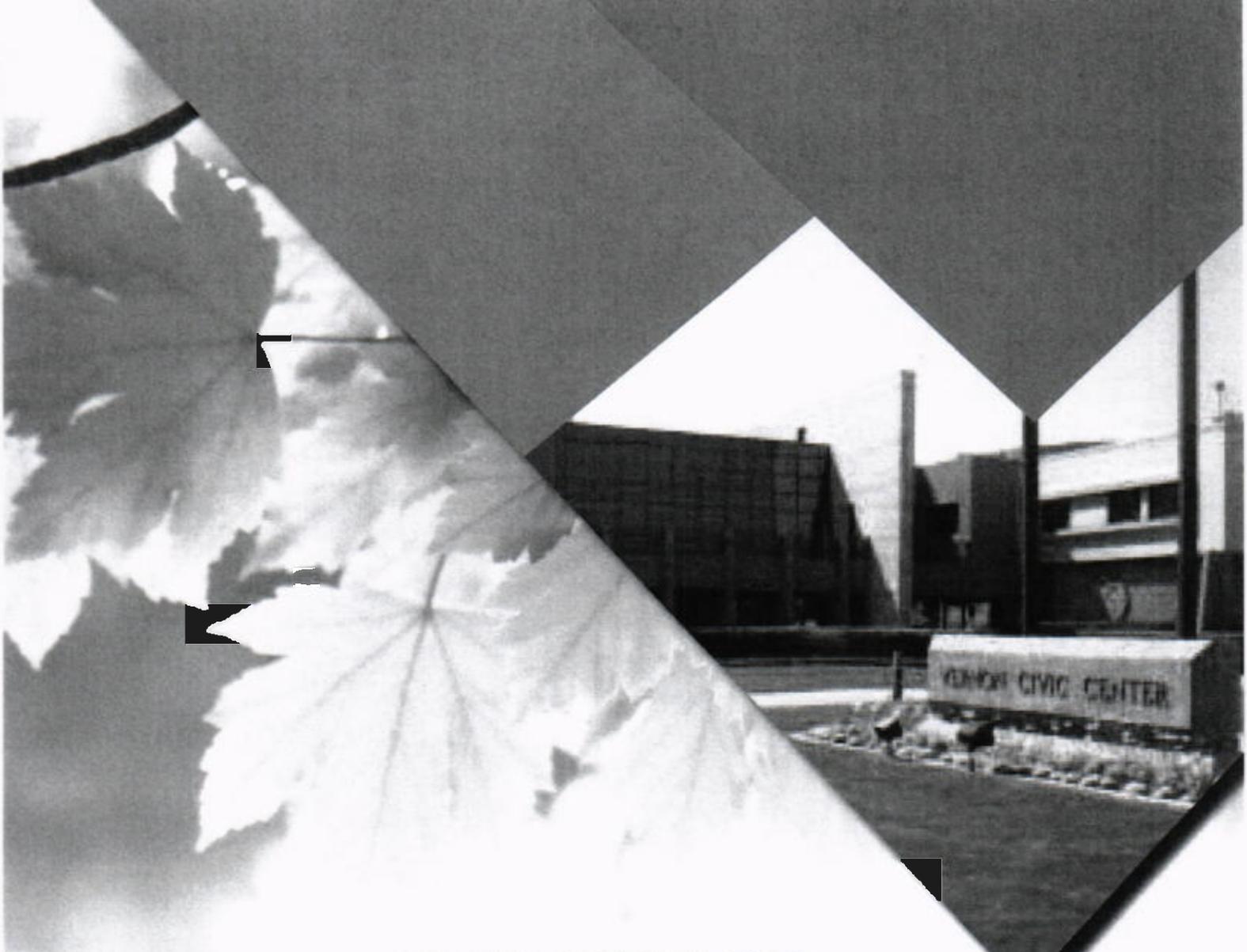
I, _____, City Clerk / Deputy City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. _____, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of October, 2016, at Vernon, California.

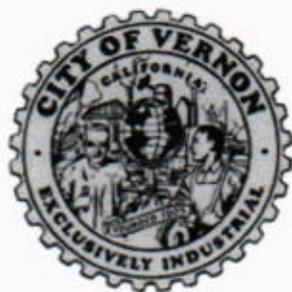
City Clerk / Deputy City Clerk

(SEAL)

EXHIBIT A



THE CITY OF
VERNON
HUMAN RESOURCES DIRECTOR





The City of Vernon is an industrial city of 5.2 square miles located several miles to the southeast of Downtown Los Angeles in Southern California. Vernon currently houses more than 1,800 businesses that employ approximately 55,000 people, serving as a vital economic engine in the region. Offering an environment uniquely friendly to business, Vernon is the home to industries including 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 financial support for public services like health care, education, youth development, and recreation.

Over the past five years, Vernon has made tremendous improvements to its governance structure through the implementation of more than 150 good governance reforms recommended and supported by Senate Pro Tem Kevin de Leon, the city's Independent Reform Monitor and former State Attorney General John Van de Kamp, and the Vernon City Council. Many of the reforms focused on increasing openness, transparency, and accountability in the city's governance policies and practices, growing the city's electorate, enhancing workers' rights and improving labor relations, and being a good neighbor to surrounding communities.

Through it all, Vernon has maintained its focus on providing a favorable environment for business and remains an ideal location for industry. Over the years, Vernon has made substantial infrastructure investments within the city to successfully attract and retain business. Vernon is one of only 178 cities in the United States and only 19 cities in California with a Class 1-rated fire department, and one of only four cities in California with its own health department, which specializes in industrial issues. The city maintains very competitive rates for water, electricity, gas and fiber optics as a result of Vernon's independent utilities. In 2008, Vernon was named Los Angeles County's "Most Business Friendly City" for cities with less than 50,000 residents by the L.A. County Economic Development Corporation (LAEDC), and has been a finalist for the same in 2014 and 2015.

Although Vernon still has a modest residential population, that population recently doubled in size with the addition of Vernon Village Park, a new, privately owned and operated, 45-unit apartment complex that opened its doors to new residents in Summer 2015. The City is proud to be a significant employer to the region and to have played a significant role in effectuating the live/work opportunity that Vernon Village Park provides.

With so much of its daytime population still residing in surrounding communities, Vernon remains committed to being a good neighbor, helping residents throughout the area thrive. The establishment of the Vernon CommUNITY Fund, which provides program and capital project grants to nonprofit organizations serving communities in and around Vernon through a seven-member grant committee, is a clear example of that commitment. To date, the Vernon CommUNITY Fund has awarded nearly \$1,000,000 in grants to 22 community based nonprofit organizations.

Over the last five years, Vernon has made a remarkable transformation into a model city for good governance. Equally, or even more impressively, after more than 110 years, Vernon remains true to its industrial roots as a focal point for commerce and an economic engine for the surrounding region.

CITY GOVERNMENT

Vernon was incorporated in 1905 and became a charter city in 1988. The City is governed by a five-member city council elected to five year terms on a staggered annual basis. The City recently voted to limit council members to two five-year terms. The Council elects from its membership a Mayor and a Mayor Pro-Tem, who serve one year terms. The Council appoints the City Administrator and City Attorney. The City Administrator is responsible for the day to day management of the city. The City of Vernon is a full-service city and employs approximately 250 individuals with a current annual budget of just over \$340 million. For more information on the City of Vernon, visit www.cityofvernon.org

WELCOME TO THE CITY OF VERNON:

Reformed & Transformed

THE DEPARTMENT

In line with the citywide good governance reform efforts of the past five years, the City of Vernon's Human Resources Department has seen the most dramatic improvements. Over the past several years, under trained and experienced leadership, a new Human Resources Department has been established to better provide timely, responsive services to departments and employees, ensure fairness and equity in personnel matters, and support organizational efforts to be an "employer of choice." The goal of the Human Resources Department is to provide centralized and "best in class" human resources services to support the City's mission of delivering quality services to the businesses and residents of Vernon. The Human Resources Department is currently staffed by four full-time positions, consisting of a Senior Human Resources Analyst, an Administrative Secretary, a Human Resources Analyst, and a Human Resources Assistant.

THE POSITION

The Human Resources Director is appointed by the City Council and reports to the City Administrator. The position is responsible for leading the City's human resources functions, programs and staff. As a member of the City's senior leadership team, the Human Resources Director is a key advisor to the Mayor and Council, City Administrator and department directors on human resources matters and has primary responsibility for ensuring that the City is resourced to effectively meet current and future workforce demands. Working collaboratively with all departments, the Human Resources Director recommends and implements strategies and programs to meet a variety of city-wide needs.

Specific Duties Include:

- Plans, organizes and directs the functions of the Department through its staff, including classification and compensation, recruitment and selection, organizational and workforce development, employment services, employee/labor relations, and risk management.
- Aligns the human resources functions with the specific needs of the departments in support of the City's mission.

- Assists staff in the development and implementation of goals, objectives, policies and priorities for each assigned human resources area; assists in establishing appropriate service and staffing levels for the department; allocate resources accordingly.
- Prepares and administers the Department's annual budget.
- Coordinates departmental activities with other departments, outside agencies and organizations.
- Serves as advisor to the City Administrator, City Council, and Department Heads on personnel rules, regulations, policies, federal and state mandates, and employee relations matters.
- Provides leadership and direction for all labor relations activities including contract negotiations.
- Makes determinations and decisions on the most difficult issues, or in situations having a significant impact upon Human Resources programs or in the relationships with the City Council, other City departments, or employees.
- Ensures compliance with City policies, contracts and ordinances, as well as Federal, State and local laws and regulations.
- Reviews and makes recommendations regarding proposed legislation affecting personnel, benefits, and workers' compensation matters.
- Directs research of new theories, best practices and/or trends in human resources administration that will enhance the performance and productivity of the department.
- Keeps abreast of current principles and practices of effective human resources management including automation and technology, labor relations, benefits, and employee development.

- Attends various City Council, staff and community meetings as required.
- Participates on internal and external committees, boards, and task forces, as appropriate.
- Performs other duties as needed and/or assigned.

MINIMUM QUALIFICATIONS

- A Bachelor's Degree in human resources, business administration, or related field is required. Master's Degree preferred.
- 5 years of professional Human Resources management experience, preferably in the public sector.

COMPENSATION

The City offers an excellent compensation package. The salary is open depending on qualifications. The hiring range is \$166,680 - \$202,608. City benefits include: 4/10 work schedule (Monday-Thursday, 7:00 am- 5:30 pm); 12 days paid vacation; 13 holidays; 8 days administrative leave time; 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; optional Section 125 IRS Plan for reimbursement of Dependant Care and Medical costs; CalPERS 2.7% @ 55 for classic members (8% employee contribution) or 2% @ 62 for new members (6.75% employee contribution); 457 deferred compensation plan, no city match; and tuition reimbursement up to \$2,200 per fiscal year. The City of Vernon does not participate in Social Security.

SELECTION PROCESS

The Human Resources Director recruitment is being conducted on a regional basis. All written materials received will be screened and evaluated by The Hawkins Company. The most highly qualified candidates will be invited to participate in an on-site selection process.

HOW TO APPLY

To be considered for this opportunity, please submit your resume and cover letter with current salary information electronically, **As Soon As Possible**, to dir.hr@thehawkinscompany.com, Attention William D. Hawkins. The position is open until filled. We will begin interviews in late August. Materials should reflect size and scope of management experience including staffs managed, budgets administered, programs directed, and significant human resources accomplishments. Preference is for an electronic submission. However, materials may be mailed to:



The Hawkins Company
8939 S. Sepulveda Blvd,
Suite 110-216
Los Angeles, CA 90045
www.thehawkinscompany.com

Confidential inquires are encouraged and should be directed to Bill Hawkins, 213-308-0945, bill@thehawkinscompany.com; Ms. Brett Byers, 323-403-8279, brett@thehawkinscompany.com or Daphne Le Blanc, 818-399-5787, daphne@thehawkinscompany.com.

The City of Vernon is an Equal Opportunity Employer

KEY PRIORITIES

- Analyze, update, and implement safety and compliance standards that incorporate risk management best practices for full service cities.
- In anticipation of approximately 32% of the workforce becoming eligible for retirement in the next 3-5 years, establish a city-wide employee development and succession plan that includes formal and informal training opportunities, and enhancing the City's college volunteer internship program.
- Continue the enhancement of the City's Human Resources Department functions including HR staff development and cross training and the adoption of city-wide customer service standards of consistency and performance excellence.

THE IDEAL CANDIDATE

The ideal candidate will possess:

- A strong HR generalist background including experience in benefits, labor relations, employee development, and employment; Hands-on, able to perform and direct the various HR functions;
- Track record of demonstrated leadership accomplishments and superior performance;
- Excellent leadership skills, professional judgment and decision-making ability;
- Knowledge of municipal personnel best practices, laws and regulations;
- Ability to build a team of committed and highly skilled employees;
- Exceptional interpersonal and communications skills (verbal and written);
- Flexible, open, approachable leadership style; sense of urgency;
- Team player who is firm and fair, while being flexible and collaborative;
- Ability to disagree and still maintain positive working relationships;
- Strong problem solving skills and a record of successfully implementing organizational change;
- Political astuteness/awareness;
- Ability to respond to issues quickly and make sound decisions and recommendations;

EXHIBIT B

AT-WILL EMPLOYMENT AGREEMENT (NON-SAFETY)
BETWEEN THE CITY OF VERNON AND
Michael Earl

This Agreement is between the City of Vernon ("City") and Michael Earl ("Employee").

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Human Resources. Employee desires to be the Director of Human Resources 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 October 24, 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 Human Resources 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, 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: City Administrator
 City of Vernon
 4305 Santa Fe Avenue
 Vernon, CA 90058

TO EMPLOYEE: Michael Earl
 [Deliver to last updated address in personnel file]

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 October 24, 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/her employment status is that of an **at-will employee** and that his/her 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/she was given the opportunity to consult with an attorney prior to signing this Agreement.

Signed:

Dated: _____

Employee

ATTACHMENT A

Job Description



JOB DESCRIPTION

Director of Human Resources

Date Prepared: March 2014

Class Code: 1410

SUMMARY: Under limited supervision, plans, coordinates and directs the operations and activities of the City of Vernon's Human Resources Department; provides advice and counsel to staff and management in the resolution of HR issues, develops and administers policies and procedures, and manages assigned personnel, and assures that Human Resources activities are in compliance with state and federal regulations, and City policies.

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 Human Resources Department through effective planning and fiscal management; provides leadership, direction and guidance in human resources strategies and priorities; evaluates and analyzes issues, and recommends and implements solutions; monitors and assures human resources activities and procedures are in compliance with all laws, policies, and regulations.
- Directs all HR functions and activities including recruitment and staffing, classification and compensation, employee benefits, organizational development, safety, training, employee/labor relations, workers compensation and regulatory compliance.
- Provides advice and consultation to management and employees on dispute resolution, performance issues, and the interpretation and correct application of policies and procedures; mediates employee relations issues and assists with disciplinary actions, while exercising the highest degree of confidentiality and professionalism.
- Counsels City staff on personnel policies, procedures and processes; interprets and provides advice and assistance regarding employment issues; assures the consistent interpretation and application of Federal, state and City rules, regulations, policies and procedures.
- Manages HR staff, prioritizes projects, evaluates performance, and resolves workload and technical issues; assures that appropriate services are provided.
- Provides leadership and direction for all labor relations activities including contract negotiations/
- Represents the HR functions to other City departments, elected officials and ancillary agencies; provides recommendations and solutions as needed.
- Monitors changes in proposed legislation and makes recommendations affecting personnel, benefits, and workers' compensation matters.
- Directs research of new theories, best practices and/or trends in human resources administration that will enhance the performance and productivity of the department.
- Keeps abreast of current principles and practices of effective human resources management including automation and technology, labor relations, benefits, and employee development.
- Directs the technical recordkeeping process and procedures; assures the absolute confidentiality of work-related issues, personnel records and City information; assures compliance with the confidentiality standards of the Privacy Act of 1974,
- 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 Human Resources, Business Administration, or related field; AND five year of professional Human Resources program management experience preferably in the public sector operations. Master's Degree in Human Resources or Business Administration is desirable.

Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal laws, statutes, rules, codes and regulations governing HR functions, including California Public Employment Relations Board standards and the Meyers-Milias-Brown Act.
- Principles and practices of public sector personnel administration, personnel files and confidential records management, and effective customer service practices.
- Techniques and practices for efficient and cost effective management of resources.
- Legal, ethical and professional rules of conduct for public sector employees.
- Principles, practices and methods of compensation and wage structure research and analysis.
- Benefits program design and management principles.
- Employee relations principles and practices.
- Principles of recruiting, training, workplace safety and organizational development.

Skill in:

- Directing and coordinating the City's human resources operations.
- Assuring the City's compliance with all laws, regulations, and rules.
- Developing and administering human resources plans, policies, and procedures.
- Managing staff, delegating tasks and authority, and coaching to improve staff performance.
- Assessing and prioritizing multiple tasks, projects and demands.
- Assessing, analyzing, and identifying problems, and recommending effective solutions.
- Preparing, maintaining, and reviewing human resource records, reports, and documentation.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with other City employees, public officials, government agency representatives, and the public.
- Effective verbal and written communication.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Director of Human Resources

Date Prepared: March 2014

Class Code: 1410

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- Directs all HR functions and activities including recruitment and staffing, classification and compensation, employee benefits, organizational development, safety, training, employee/labor relations, workers compensation and regulatory compliance.
- Provides advice and consultation to management and employees on dispute resolution, performance issues, and the interpretation and correct application of policies and procedures; mediates employee relations issues and assists with disciplinary actions, while exercising the highest degree of confidentiality and professionalism.
- Counsels City staff on personnel policies, procedures and processes; interprets and provides advice and assistance regarding employment issues; assures the consistent interpretation and application of Federal, state and City rules, regulations, policies and procedures.
- Manages HR staff, prioritizes projects, evaluates performance, and resolves workload and technical issues; assures that appropriate services are provided.
- Provides leadership and direction for all labor relations activities including contract negotiations/
- Represents the HR functions to other City departments, elected officials and ancillary agencies; provides recommendations and solutions as needed.
- Monitors changes in proposed legislation and makes recommendations affecting personnel, benefits, and workers' compensation matters.
- Directs research of new theories, best practices and/or trends in human resources administration that will enhance the performance and productivity of the department.
- Keeps abreast of current principles and practices of effective human resources management including automation and technology, labor relations, benefits, and employee development.
- Directs the technical recordkeeping process and procedures; assures the absolute confidentiality of work-related issues, personnel records and City information; assures compliance with the confidentiality standards of the Privacy Act of 1974,
- 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.

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Education, Training and Experience Guidelines:

Bachelor's Degree in Human Resources, Business Administration, or related field; AND five year of professional Human Resources program management experience preferably in the public sector operations. Master's Degree in Human Resources or Business Administration is desirable.

Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal laws, statutes, rules, codes and regulations governing HR functions, including California Public Employment Relations Board standards and the Meyers-Milias-Brown Act.
- Principles and practices of public sector personnel administration, personnel files and confidential records management, and effective customer service practices.
- Techniques and practices for efficient and cost effective management of resources.
- Legal, ethical and professional rules of conduct for public sector employees.
- Principles, practices and methods of compensation and wage structure research and analysis.
- Benefits program design and management principles.
- Employee relations principles and practices.
- Principles of recruiting, training, workplace safety and organizational development.

Skill in:

- Directing and coordinating the City's human resources operations.
- Assuring the City's compliance with all laws, regulations, and rules.
- Developing and administering human resources plans, policies, and procedures.
- Managing staff, delegating tasks and authority, and coaching to improve staff performance.
- Assessing and prioritizing multiple tasks, projects and demands.
- Assessing, analyzing, and identifying problems, and recommending effective solutions.
- Preparing, maintaining, and reviewing human resource records, reports, and documentation.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with other City employees, public officials, government agency representatives, and the public.
- Effective verbal and written communication.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON COMMENDING MICHAEL A. WILSON FOR HIS MANY YEARS OF DEDICATED SERVICE TO THE CITY OF VERNON

WHEREAS, Michael A. Wilson ("Michael Wilson") was a dedicated employee of the City of Vernon for more than 29 years and faithfully served as the Fire Chief since May 2013; and

WHEREAS, Michael Wilson retired from the City of Vernon on October 11, 2016; and

WHEREAS, Michael Wilson began his long and dutiful career with the City of Vernon on August 17, 1987, as a Firefighter in the Vernon Fire Department, and was appointed as an Acting Fire Engineer on February 24, 1991; promoted to Fire Captain on May 16, 1993; promoted to Battalion Chief on April 28, 1996; promoted to Assistant Fire Chief on January 4, 2009; reclassified to Battalion Chief on January 2, 2011; appointed to serve as Fire Chief on May 7, 2013, and retired under the title of Fire Chief of the Vernon Fire Department; and

WHEREAS, Michael Wilson was an integral member of the City's executive team and a pillar of the Vernon community, who successfully managed the Insurance Services Office Public Protection Classification ("PPC") Program audits in 2001, 2010 and 2014 all resulting in a Class 1 rating for Vernon's Fire Department, took the lead in the construction of Fire Station No. 2, coordinated the Urban Search and Rescue ("USAR") Program, re-introduced the Community Emergency Response Team ("CERT") Program in the City of Vernon, and played a major role in the development and construction of the Regional Training Center at Fire Station No. 1; and

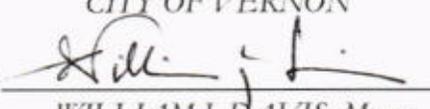
WHEREAS, Michael Wilson effectively represented the City on numerous boards and committees dealing with issues and projects of regional and statewide importance, including but not limited to, the Los Angeles Area Fire Chiefs Association, the California Fire Chiefs Association, the International Association of Fire Chiefs, and the National Fire Protection Association; and

WHEREAS, during his long and distinguished career with the City of Vernon, Michael Wilson won the deepest respect of his colleagues and staff through his contributions and leadership to the City; and

WHEREAS, the Mayor and the City Council of the City of Vernon, on behalf of its employees, residents and businesses, wish to commend and thank Michael Wilson for his invaluable service to the City and invite recognition of his contributions and achievements.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND MICHAEL A. WILSON FOR HIS DEDICATED SERVICE TO THE CITY OF VERNON. THIS PROCLAMATION IS BEING PRESENTED TO MICHAEL A. WILSON BY THE HONORABLE MAYOR WILLIAM J. DAVIS FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 18TH DAY OF OCTOBER TWO THOUSAND AND SIXTEEN.



CITY OF VERNON
By: 
WILLIAM J. DAVIS, Mayor

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OCT 12 2016

CITY CLERK'S OFFICE



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OCT 05 2016

CITY ADMINISTRATION

CA 10/12/14

STAFF REPORT
HUMAN RESOURCES DEPARTMENT

DATE: October 18, 2016
TO: Honorable Mayor and City Council
FROM: Lisette Michel Grizzelle, Interim Human Resources Director
Originator: Veronica Avendano, Administrative Secretary *LMG*
RE: Service Pin Awards for September 2016

Recommendation

A. City Council to present service pins to those employees hired in September.

Background

Submitted herewith lists the employees who are eligible to receive their service pin based on the number of service years with the City of Vernon.

Fiscal Impact

None.

Attachment(s)

1. September 2016 Service Pin employee list.

2016 SERVICE PIN LIST

SEPTEMBER ANNIVERSARY

EMPLOYEE'S NAME	DEPARTMENT	TITLE	D.O.H	YEARS
Felix Saldana	Public Works	Engineering Aide	9/28/1986	30
Janette Ramos	Police	Police Dispatcher	9/20/2011	5

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OCT 12 2016

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OCT 11 2016

CITY ADMINISTRATION

CA 10/12/16

STAFF REPORT

PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Derek Wieske, ^{DW} Director of Public Works, Water and Development Services Department

Originator: Claudia Arellano, Stormwater & Special Projects Analyst *ca*

RE: Status of I-710 South Corridor Improvements - Early Action Soundwall Program

Recommendation

Receive and file a presentation by the Los Angeles County Metropolitan Transportation Authority (Metro) staff on the status of the I-710 South Corridor Improvements - Early Action Soundwall Program.

Background

The I-710 South Corridor Improvements - Early Action Soundwall Program is consistent with the I-710 South Corridor project alternatives and is being advanced for earlier delivery. Metro identified five miles of new soundwalls along the I-710 freeway, plus an additional seven miles of existing walls that can be aesthetically treated to match the new walls. Metro recently awarded three design contracts to complete the plans, specifications and estimates (PS&E) phase of the I-710 South Corridor Improvements - Early Action Soundwall Program. The contracts were awarded by Metro in the Summer 2015. The soundwalls in Package 1 are on city-owned property in the Cities of Long Beach and South Gate. The soundwalls in Packages 2 and 3 are in Caltrans right-of-way.

Metro is joined by several partner agencies in completing the I-710 South Corridor Improvements - Early Action Soundwall Program. These agency partners include: California Department of Transportation, Gateway Cities Council of Governments, and the I-710 Corridor Cities, including the City of Vernon.

Over a year ago, Metro invited representatives from these agencies to participate on the I-710 South Corridor Improvements – Soundwall Program Aesthetics committee. The purpose of the

committee is to review the soundwall design including maintenance concerns. Over the past 12 months, City staff has participated on this committee, and the committee now supports the concept design. Metro staff has offered to provide an update on the aesthetics as well as the timeline of the Soundwall Program to the City Council and staff and it is now appropriate to receive the presentation. The schedule for the I-710 South Corridor Improvements - Early Action Soundwall Program is as follows:

- Complete Feasibility Study (Early 2014)
- Complete Preliminary Engineering & Environmental (Spring of 2016)
- Complete Plans, specifications and estimates (PS&E) phase (Late 2017)

Fiscal Impact

There is no fiscal impact associated with receiving a presentation.

Attachment

- 1) I-710 South Early Action Soundwall Program Map

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OCT 11 2016

CITY ADMINISTRATION

CA 10-12-14

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

DATE: October 11, 2016
TO: Honorable Mayor and City Council
FROM: William Fox, Finance Director *WFX*
RE: Ratification of the Light and Power Warrant Registers for City Council Agenda of October 18, 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 October 18, 2016.

1. Light and Power Warrant Register No. 421 to record voided Check No. 512253 in the amount of \$607.00 issued 08/30/16 to Roberts, Thomas.

CITY OF VERNON, LIGHT & POWER

ACCOUNTS PAYABLE CHECK

NO. 512253

INVOICE NUMBER	DATE	P.C. NUMBER	DESCRIPTION	DISCOUNT	AMOUNT
081116	08/11/2016		CUSTOMER INCENTIVE PROGRAM	0.00	607.00
<p>WR 421 09/20/16</p> <p>VOID No Reissue</p>					
VOIDED ON EWB		09/29/16	JL		
VOIDED ON EDEN		09/29/16	JL		607.00

PLEASE DETACH BEFORE DEPOSITING

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE



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

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

18-1038
3226

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
005910	08/30/2016	512253	607.00

PAY Six Hundred Seven Dollars and No Cents

TO THE ORDER OF
ROBERTS, THOMAS
171 PIER AVE
BOX #233
SANTA MONICA, CA 90405

[Handwritten Signature]

⑈05⑆2253⑈ ⑆32207038⑆ 8036279⑆⑈



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OCT 12 2016

CITY CLERK'S OFFICE

STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

OCT 11 2016

CITY ADMINISTRATION

CA 10-12-16

DATE: October 11, 2016
TO: Honorable Mayor and City Council
FROM: William Fox, Finance Director *W. Fox*
RE: City Payroll Warrant Register for City Council Agenda of October 18, 2016

It is recommended that the attached Payroll Warrant Register No. 724 be approved at the City Council meeting of October 18, 2016

Payroll Warrant Register No. 724 totals \$4,778,471.35, and covers claims and demands presented for September 1, 2016 to September 30, 2016, drawn from East West Bank, Payroll Account.

The following list details the components of Payroll Warrant Register No. 724:

1. Ratification of direct deposits, checks and taxes totaling \$3,309,192.85; and
2. Checks and electronic fund transfers (EFT) paid through General bank account totaling 1,020,594.69

PAYROLL WARRANT REGISTER
City of Vernon

No. **724** Month of **September 2016**

I hereby Certify: that claims or demands covered by the above listed warrants have been audited as to accuracy and availability of funds for payments thereof; and that said claims or demands are accurate and that funds are available for payments thereof.

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

William Fox
Director of Finance

Date: _____

_____ DATE

_____ DATE

Payrolls reported for the month of September:

08/07/16 - 08/20/16, Paydate 09/01/16

08/07/16 - 08/20/16, Paydate 09/01/16

08/21/16 - 09/03/16, Paydate 09/15/16

09/04/16 - 09/17/16, Paydate 09/29/16

Payment Method	Date	Payment Description	Amount
Checks	09/01/16	Net payroll, checks	\$ 22,001.48
ACH	09/01/16	Net payroll, direct deposits	771,203.58
ACH	09/01/16	Payroll taxes	228,690.91
ACH	09/01/16	Net payroll, direct deposits	57,779.02
ACH	09/01/16	Payroll taxes	29,774.12
Checks	09/15/16	Net payroll, checks	34,126.83
ACH	09/15/16	Net payroll, direct deposits	836,092.07
ACH	09/15/16	Payroll taxes	276,306.79
Checks	09/29/16	Net payroll, checks	24,248.85
ACH	09/29/16	Net payroll, direct deposits	793,385.47
ACH	09/29/16	Payroll taxes	235,583.73
Total net payroll and payroll taxes			<u>3,309,192.85</u>

ACH	09/01/16	ICMA	33,934.84
ACH	09/01/16	CalPERS	437,599.80
ACH	09/01/16	California State Disbursement Unit	2,840.44
352235	09/01/16	Sandra Bingman	2,000.00
352240	09/01/16	Franchise Tax Board	180.00
352242	09/01/16	IBEW Dues	3,341.89
352251	09/01/16	Vernon Firemen's Association	3,365.00
352252	09/01/16	Vernon Police Officers' Benefit Association	1,837.75
ACH	09/15/16	ICMA	35,480.31
ACH	09/15/16	CalPERS	457,238.95
ACH	09/15/16	California State Disbursement Unit	2,840.44
352378	09/15/16	Sandra Bingman	2,000.00
352381	09/15/16	Franchise Tax Board	180.00
352384	09/15/16	Teamsters Local 911	2,265.00
352388	09/15/16	Vernon Firemen's Association	3,365.00
352389	09/15/16	Vernon Police Officers' Benefit Association	1,837.75
ACH	09/29/16	ICMA	30,287.52
ACH	09/29/16	CalPERS	441,949.22
ACH	09/29/16	California State Disbursement Unit	1,351.84
352505	09/29/16	Franchise Tax Board	180.00
352511	09/29/16	Vernon Firemen's Association	3,365.00
352512	09/29/16	Vernon Police Officers' Benefit Association	1,837.75

Payroll related disbursements, paid through General bank account	<u>1,020,594.69</u>
---	----------------------------

Total net payroll, taxes, and related disbursements	<u>\$ 4,778,471.35</u>
--	-------------------------------

RECEIVED

OCT 12 2016

CITY CLERK'S OFFICE



STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

OCT 11 2016

CITY ADMINISTRATION

07 10-12-16

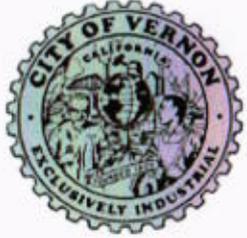
DATE: October 11, 2016
TO: Honorable Mayor and City Council
FROM: William Fox, Finance Director *W.F.*
RE: City Warrant Register for City Council Agenda of October 18, 2016

It is recommended that the attached City Warrant Register No. 1458 be approved at the City Council meeting of October 18, 2016.

City Warrant Register No. 1458 totals \$1,737,461.55, and covers claims and demands presented during the period of September 27 through October 10, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of City Warrant Register No. 1458:

1. Ratification of wire transfers totaling **\$1,309,036.84**;
2. Ratification of the issuance of early checks totaling **\$221,546.82**; and
3. Authorization to issue pending checks totaling **\$206,877.89**.



**CITY OF VERNON
WARRANT REGISTER NO. 1458
OCTOBER 18, 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. 1458
OCTOBER 18, 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>
ICMA RETIREMENT TRUST 457	011.210220	30,287.52	Deferred Compensation: Payment	Ben192370		09/29/2016	1463	30,287.52
CALPERS	011.210240	440,542.48	PERS Contributions: Payment	Ben192372			1464	
	011.210240	240.87	PERS Survivor's Benefit: Payment	Ben192372			1464	
	011.210240	1,165.87	PERS Buy-back: Payment	Ben192372			1464	
	011.1004.502020	-0.08	PERS Contributions: Adjustment	Ben192372		10/03/2016	1464	441,949.14
CITY OF VERNON, FSA ACCOUNT	011.100013	496.31	FSA - Dependent: Payment	Ben192378			1465	
	011.100013	223.07	FSA - Medical: Payment	Ben192378		09/29/2016	1465	719.38
STATE DISBURSEMENT UNIT	011.210260	1,351.84	Child Support: Payment	Ben192380		10/03/2016	1466	1,351.84
VERIZON WIRELESS	011.9019.560010	25.21	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	87.77	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	308.77	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	550.83	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	2,702.24	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	2,965.43	Period: 08/16	080716_MULTIPLE			1467	

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WIRES

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
VERIZON WIRELESS	011.9019.560010	706.36	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	138.77	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	4,574.00	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	515.44	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	347.38	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	2,410.41	Period: 08/16	080716_MULTIPLE			1467	
	011.9019.560010	102.04	Period: 08/16	080716_MULTIPLE			1467	
						09/28/2016		15,434.65
INC AON RISK INSURANCE SVCS WE	011.1004.503035	33,848.06	Sabor De Mexico Lindo	100516			1468	
						10/07/2016		33,848.06
ANTHEM BLUE CROSS	011.1026.502031	6,265.49	Cobra 10/16	1555233A			1469	
	011.1026.502031	46,577.49	U/65 Med & Den Retirees Med (Dental)	511153C			1469	
	011.210221	277,597.17	All Active Employees 10/16	611514B			1469	
	011.210222	26,918.02	All Active Employees 10/16	611514B			1469	
						10/07/2016		357,358.17
CENTRAL BASIN MWD	020.1084.500130	223,251.02	Potable Water Breakdown	VERAUG16			1470	
	020.1085.500130	42,993.48	Potable Water Breakdown	VERAUG16			1470	

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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>
						10/07/2016		266,244.50
WATER REPLENISHMENT DISTRICT	020.1084.500110	149,987.97	Groundwater Production and Assessment	091916			1471	
						10/07/2016		149,987.97
AETNA HEALTH OF CALIFORNIA	011.1026.502031	8,970.07	Medicare PPO Retirees	31129693			1472	
	011.1026.502031	2,885.54	Medicare HMO Retirees	31130425			1472	
						10/07/2016		11,855.61
						TOTAL WIRES		\$ 1,309,036.84

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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>
ALL CITY MANAGEMENT SERVICES,	011.1031.594200	927.18	Crossing Guard Services	44611		09/27/2016	352493	927.18
DISH NETWORK	011.5031.560000	61.47	Subscription	091116		09/27/2016	352494	61.47
ANA QUINONES	011.1031.596500	36.72	Firearms / Tactical Rifle Adv	091416		09/27/2016	352495	36.72
SO CAL EDISON	011.1043.560000	89.81	Period 08/15 - 09/14	091516		09/27/2016	352496	89.81
LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services / A. Luu	452218		09/27/2016	352497	1,144.00
LUIS VASQUEZ	011.1031.596500	32.94	Firearms / Tactical Rifle Adv	091416		09/27/2016	352498	32.94
AT&T	011.9019.560010	377.64	Period: 09/16	092016		09/29/2016	352499	377.64
AT&T	011.9019.560010	87.56	Period: 08/16	091216_MULTIPLE			352500	
	011.9019.560010	70.79	Period: 08/16	091216_MULTIPLE		09/29/2016	352500	158.35
COASTAL TRAINING TECHNOLOGIES	011.1026.594200	2,674.40	SK DVD Subscription Lease Plan	Q0000572			352501	

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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>
						09/29/2016		2,674.40
INC DION & SONS	011.1033.570000	1,149.30	Unleaded Fuel~	6597741	011.0011866		352502	
	011.1033.570000	1.49	Lab Tax	6597741	011.0011866		352502	
	011.1033.570000	5.95	Environmental Compliance Fee	6597741	011.0011866		352502	
	011.1033.570000	7.50	Fuel Surcharge	6597741	011.0011866		352502	
	011.1033.570000	44.44	Sales Tax 3.75%	6597741			352502	
	011.1033.570000	2,507.40	Diesel Fuel~	6597751	011.0011866		352502	
	011.1033.570000	3.55	Lab Tax	6597751	011.0011866		352502	
	011.1033.570000	5.95	Environmental Compliance Fee	6597751	011.0011866		352502	
	011.1033.570000	7.50	Fuel Surcharge	6597751	011.0011866		352502	
	011.1033.570000	224.00	State Hwy Use Tax	6597751	011.0011866		352502	
	011.1033.570000	271.08	Clear Diesel Sales Tax	6597751			352502	
						09/29/2016		4,228.16
ETC DEPOT	011.9019.520010	2,925.00	CAM-HDBW13A0EN-W~	901738	011.0011638		352503	
	011.9019.520010	312.00	CMT-PFB203W~	901738	011.0011638		352503	
	011.9019.520010	798.00	NVR-4816-16P-4K~	901738	011.0011638		352503	
	011.9019.520010	195.00	PA-12DC5000A~	901738	011.0011638		352503	
	011.9019.520010	380.70	Sales Tax	901738			352503	
	011.9019.520010	2,250.00	CAM-HDBW13A0EN-W~	901740	011.0011672		352503	
	011.9019.520010	240.00	CMT-PFB203W~	901740	011.0011672		352503	
	011.9019.520010	798.00	NVR-4816-16P-4K~	901740	011.0011672		352503	
	011.9019.520010	150.00	PA-12DC5000A~	901740	011.0011672		352503	

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VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
ETC DEPOT	011.9019.520010	309.42	Sales Tax	901740		09/29/2016	352503	8,358.12
FEDEX	011.1003.520000	54.85	Period: 08/16	555598070		09/29/2016	352504	54.85
FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben192368		09/29/2016	352505	180.00
FRONTIER	011.9019.560010	45.87	Period: 09/16	091616		09/29/2016	352506	45.87
PACIFIC HEALTH AND WELLNESS	011.1026.550000	4,950.00	Health & Wellness Screenings	092216		09/29/2016	352507	4,950.00
INC PROMOSHOP	011.1026.550000	3,234.36	Cooler Lunch Bag	092216		09/29/2016	352508	3,234.36
STANLEY STOSEL	011.1023.596200	400.00	Business & Industry Comm. Mtg:~	051216_MULTIPLE		09/29/2016	352509	400.00
THE GAS COMPANY	011.1033.560000	178.75	Period: 08/10 - 09/08	091516		09/29/2016	352510	178.75
VERNON FIREMENS ASSOCIATION	011.210250	3,365.00	Fire House Fund: Payment	Ben192366		09/29/2016	352511	3,365.00
BENEFIT ASSOCIATION VERNON POL	011.210250	1,837.75	Police Association Member Dues: Payment	Ben192364			352512	

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						09/29/2016		1,837.75
INC ACCELA	011.9019.560010	17,898.00	EnvisionConnect Annual License	INVACC22285			352513	
						10/04/2016		17,898.00
JOSEPH ALVARADO	020.1084.596700	190.44	Test & Cert. of Water Dist. Operator	092916			352514	
						10/04/2016		190.44
INC BEE CATCHERS	011.1048.590000	600.00	Beehive Removal	14377			352515	
						10/04/2016		600.00
EUGENIO CERDA	011.1031.596700	15.12	Firearms / Tactical Rifle Adv	091416			352516	
						10/04/2016		15.12
JERRY CHAVEZ JR	011.1031.596500	10.26	Firearms / Tactical Rifle Adv	091416			352517	
	011.1031.596500	70.54	Crisis Intervention Mental Health	092616			352517	
						10/04/2016		80.80
CITY CLERKS ASSOC OF CAL	011.1002.596700	400.00	Nuts & Bolts Workshop	092916			352518	
						10/04/2016		400.00
LP DELL MARKETING	011.9019.520010	395.20	2 GB 667 MHz 240-pin DIMM DDR 2 Memory	XJX6PJCD4	011.0011385		352519	
	011.9019.520010	35.57	Sales Tax	XJX6PJCD4			352519	
						10/04/2016		430.77
INC ETIC ENGINEERING	011.199999	5,000.00	Reimb Sec Dep E-2016-0406	Ref000192500			352520	
						10/04/2016		5,000.00

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MIGUEL HERNANDEZ JR	011.1031.596500	70.54	Crisis Intervention Mental Health	092616		10/04/2016	352521	70.54
KRAZAN & ASSOCIATES,, INC.	060.6033.900000	45.00	Testing & Inspection Services	116561122395		10/04/2016	352522	45.00
INC MJL PROPERTIES	011.199999	5,000.00	Reimb Sec Dep E-2016-0536	Ref000192499		10/04/2016	352523	5,000.00
TODD NEWTON	011.1031.596500	32.94	Firearms / Tactical Rifle Adv	091416		10/04/2016	352524	32.94
RUSH TRUCK CENTER OF WHITTIER	020.1084.840000	31,750.00	Ford F-250 2017 8' Pickup per Retail	12094076	011.0011901		352525	
	020.1084.840000	29.00	Electronic Vehicle Registration or	12094076	011.0011901		352525	
	020.1084.840000	8.75	Tire Recycling Fee	12094076	011.0011901		352525	
	020.1084.840000	80.00	Document Processing Charge	12094076	011.0011901		352525	
	020.1084.840000	250.00	Administrative Fee	12094076	011.0011901		352525	
	020.1084.840000	2,887.20	Sales Tax	12094076			352525	
	020.1084.840000	29,500.00	Ford F-150 2015 Crew Cab Pickup per	12094077	011.0011901		352525	
	020.1084.840000	29.00	Electronic Vehicle Charge or Transfer	12094077	011.0011901		352525	
	020.1084.840000	8.75	Tire Recycling Fee	12094077	011.0011901		352525	
	020.1084.840000	80.00	Document Processing Charge	12094077	011.0011901		352525	
	020.1084.840000	250.00	Administrative Fee	12094077	011.0011901		352525	
	020.1084.840000	2,684.70	Sales Tax	12094077			352525	
						10/04/2016		67,557.40

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LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services / A. Luu	453312		10/04/2016	352526	1,144.00
ROBERTO SOUSA	011.1031.596500	208.00	IACP Conference	090716		10/04/2016	352527	208.00
KENT STEVENSON JR	011.4031.530080	500.00	C/O: CS #06-123076	100316		10/04/2016	352528	500.00
JERRY WINEGAR	011.1031.596500	208.00	IACP Conference	090716		10/04/2016	352529	208.00
BLR	011.1026.596600	581.90	Fair Labor Standards Handbook	17803189B1		10/06/2016	352530	581.90
MATTHEW CEBALLOS	011.1003.596500	53.14	Master Municipal Clerk Academy	100416			352531	
	011.1003.596500	12.31	P2P - SB 415 Workshop	100416(2)		10/06/2016	352531	65.45
FRED MACFARLANE	011.1002.596200	13,000.00	Strategic Communications	080216			352532	
	011.1002.596200	13,000.00	Strategic Communications	090116		10/06/2016	352532	26,000.00
HOME DEPOT CREDIT SERVICES	011.1048.520000	1,321.68	Tools and plumbing hardware.~	082416_MULTIPL	011.0011703		352533	
	011.1049.520000	1,518.96	Tools and plumbing hardware.~	082416_MULTIPL	011.0011703		352533	
	011.120010	2,192.89	Tools and plumbing hardware.~	082416_MULTIPL	011.0011703		352533	

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HOME DEPOT CREDIT SERVICES	011.1033.520000	318.46	Hardware Supplies~	082616_MULTIPLE	011.0011760	10/06/2016	352533	5,351.99	
INC JEMMOTT ROLLINS GROUP	011.1021.596200	21,750.00	Professional Services	Sep16		10/06/2016	352534	21,750.00	
INC JOBS AVAILABLE	011.1026.550000	487.50	Job Ad: Fire Chief	1621041		10/06/2016	352535	487.50	
MARTIN & CHAPMAN CO	011.1003.596700	400.00	Registration: 2017 Election & New Law	100416		10/06/2016	352536	400.00	
ROBERT M STERN	011.1002.596200	1,350.00	Professional Services	093016		10/06/2016	352537	1,350.00	
VERNON CHAMBER OF COMMERCE	011.1023.550000	21,843.60	Sabor De Mexico Lindo Directories	7634(2)			352538		
	011.1023.550000	12,000.00	Golf Platinum Sponsorship	8194		10/06/2016	352538	33,843.60	
TOTAL EARLY CHECKS								\$ 221,546.82	

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INC A THRONE CO	011.1043.520000	118.71	Portable Restrooms	482169		352539	118.71
INC ADVANCED ELECTRONICS	011.1036.590000	800.00	Technical Service	7250000111		352540	
	011.1036.590000	40.98	Equipment	80001918		352540	
	011.1036.596200	109.30	Equipment	80001918		352540	950.28
ALL CITY MANAGEMENT SERVICES,	011.1031.594200	824.16	Crossing Guard Service	44767		352541	824.16
ALEXIS AMADO	011.1002.502030	150.00	Vision Benefits / A. Amado	092816		352542	150.00
AMERICAN BIKE PATROL SERVICE	011.4031.840000	1,499.90	Fuji Patrol Bicycles: 29r, 21", Black	140749	011.0011905	352543	
	011.4031.840000	880.00	Accessories: Lights - Serfas Dual	140749	011.0011905	352543	
	011.4031.840000	29.90	Accessories: Waterbottle - Serfas	140749	011.0011905	352543	
	011.4031.840000	129.90	Accessories: Lights - Niterider	140749	011.0011905	352543	
	011.4031.840000	45.90	Components: Pedals - Black Ops Platform	140749	011.0011905	352543	
	011.4031.840000	139.90	Accessories: Bags - Police Rear Trunk	140749	011.0011905	352543	
	011.4031.840000	75.00	Delivery Charge	140749	011.0011905	352543	
	011.4031.840000	245.30	Sales Tax	140749		352543	3,045.80
CLAUDIA ARELLANO	011.1043.596500	28.68	Hydrology & The Law Seminar	092216		352544	

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							28.68
INC ATHENS INSURANCE SERVICES	011.1026.594200	5,064.16	TPA Fees 09/16	IVC12425		352545	
	011.1026.594200	5,064.16	TPA Fees 10/16	IVC12532		352545	
							10,128.32
& ROMO ATKINSON, ANDELSON, LOY	011.1024.593200	3,684.06	Re: Torres & Yiu	505173		352546	
	011.1024.593200	136.00	General Labor	505174		352546	
							3,820.06
DOUGLAS BARKER	011.1033.502030	270.00	Vision Benefits: M. Barker	092016		352547	
							270.00
INC BEARD ELECTRIC	011.1043.590000	4,973.53	Furnish & Install Transducer	49990		352548	
							4,973.53
LLP BEST BEST & KRIEGER	011.1024.593200	1,616.25	Re: Labor & Employment	780058		352549	
							1,616.25
BRENNTAG PACIFIC, INC	020.1084.500140	700.15	Chlorine Supplies	BPI650237		352550	
	020.1084.500140	672.22	Chlorine Supplies	BPI654267		352550	
							1,372.37
LLP BURKE, WILLIAMS & SORENSEN	011.1026.596700	3,033.15	Professional Services 08/16	205072		352551	
							3,033.15
INC CAL TECH COPIER	011.9019.590110	375.00	Maintenance & Repairs	CT57128		352552	

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INC CAL TECH COPIER	011.9019.520010	804.42	Maintenance & Repairs	CT57128		352552	
							1,179.42
CAMINO REAL CHEVROLET	011.1046.590000	130.00	Labor only to reprogram ECM and learn	CVCS94857	011.0011873	352553	
							130.00
CANNON CORPORATION	020.1084.900000	9,800.62	Professional Services 08/16	61965		352554	
	011.1049.900000	3,266.88	Professional Services 08/16	61965		352554	
							13,067.50
LLC CASE ANYWHERE	011.1024.596200	130.00	System Access Fee	83227		352555	
							130.00
INC CDW GOVERNMENT	011.9019.520010	221.33	Panasonic KX-FLM661~~	FGR4559	011.0011813	352556	
	011.9019.520010	19.92	Sales Tax	FGR4559		352556	
							241.25
CENTRAL BASIN WATER ASSOCIATION	020.1084.596200	6,268.96	Title 22 Monitoring	6160007		352557	
							6,268.96
CNC ENGINEERING	060.6033.900000	762.50	Professional Services	45265		352558	
							762.50
WHATLEY, PC COLANTUONO, HIGHSM	011.1024.593200	45.50	Re: Adv. Jurupa Avenue	31546		352559	
							45.50
INC COMPLETE THERMAL SERVICES	011.1049.590000	365.28	Professional Services	30374		352560	

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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>CHECK NUMBER</u>	<u>AMOUNT</u>
							365.28
COUNTY OF LOS ANGELES	011.1031.596200	26.00	Autopsy Report	17ME0067		352561	
							26.00
DANGELO CO	020.1084.520000	7,539.00	Mueller Gate Valve, 14", Flg. X Flg.,	S1285434001	011.0011854	352562	
	020.1084.520000	10.96	Full Face Rubber Gasket, 14".	S1285434001	011.0011854	352562	
	020.1084.520000	34.50	Bolt & Nut Set, 14", Plated.	S1285434001	011.0011854	352562	
	020.1084.520000	488.24	Spool, 14" X 3'0", Flg. X P.E., C.L.,	S1285434001	011.0011854	352562	
	020.1084.520000	726.54	Sales Tax	S1285434001		352562	
	011.120010	994.52	Water parts:~	S1285471001	011.0011694	352562	
							9,793.76
GOODYEAR TIRE & RUBBER CO	011.1046.520000	625.95	P245/55R18 goodyear eagle rs-a tires	43650699	011.0011872	352563	
	011.1046.590000	8.75	State tire fee	43650699	011.0011872	352563	
	011.1046.520000	56.34	Sales Tax	43650699		352563	
							691.04
LP DELL MARKETING	011.9019.520010	3,919.90	Inspiron 15 3000 Series (Intel(R)) -	XK1MT9665	011.0011863	352564	
	011.9019.520010	40.00	State Environmental Fee	XK1MT9665	011.0011863	352564	
	011.9019.520010	352.79	Sales Tax	XK1MT9665		352564	
							4,312.69
DEWEY PEST CONTROL	011.1048.596200	155.00	Period: 09/16	090116_MULTIPLE		352565	
	011.1049.590000	42.00	Period: 09/16	10380296		352565	
	011.1049.590000	67.00	Period: 09/16	10401858		352565	

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DEWEY PEST CONTROL	011.1049.590000	62.00	Period: 09/16	10406869		352565	
							326.00
DIESEL EMISSIONS DIRECT	011.1046.520000	18.00	20 amp fuse (S285)	3851	011.0011874	352566	
	011.1046.590000	165.00	Labor for service call (W150)	3851	011.0011874	352566	
	011.1046.590000	350.00	Labor to thermal bake filter and pulse	3851	011.0011874	352566	
	011.1046.590000	165.00	Labor for service call (S285)	3851	011.0011874	352566	
	011.1046.520000	1.44	Sales Tax 8.0%	3851		352566	
							699.44
DJ INSULATION, INC.	011.1048.590000	7,047.00	Removal & Installation of Insulation	1814		352567	
							7,047.00
DR DAVID N STEIN	011.1043.502030	431.00	Vision Benefits: V. Rodriguez	091916		352568	
	011.1043.502030	431.00	Vision Benefits: M. Rodriguez	091916(2)		352568	
	011.1040.502030	75.00	Vision Benefits: A. Zarate	091916(3)		352568	
							937.00
DR. MICHAEL KOSTURA	011.1033.502030	399.00	Vision Benefits: A. Guth	092616		352569	
	011.1033.502030	399.00	Vision Benefits: K. Guth	092616(2)		352569	
							798.00
ECMS, INC	011.1033.540000	257.78	Turnout Cleaning~	INV50979	011.0011743	352570	
							257.78
EXPRESS OIL CO.	011.1049.590000	274.00	Waste Disposal Fees	173722		352571	
							274.00

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FERGUSON ENTERPRISES INC #1083	011.120010	70.00	3007-650 Brass Bushings, 3" X 2-1/2",	566430	011.0011817	352572	
	011.120010	129.60	3010-600 M.J. Caps, 6" for Ductile	566430	011.0011817	352572	
	011.120010	241.32	3020-545 1-1/2" Mueller Straight	566430	011.0011817	352572	
	011.120010	620.00	3023-170 Victaulic Couplings, 8",	566430	011.0011817	352572	
	011.120010	445.30	3027-133 2" Mueller Mark II Oriseal	566430	011.0011817	352572	
	011.120010	334.98	3069-120 mueller H-14244N Saddle, 6" X	566430	011.0011817	352572	
	011.120010	642.96	3069-140 Mueller H-14244N Saddle, 10"	566430	011.0011817	352572	
	011.120010	549.48	3069-140 Mueller H-14244N Saddle, 12"	566430	011.0011817	352572	
	011.120010	273.03	Sales Tax	566430		352572	
	011.120010	1,971.09	3088-560 6", M.J> X Fig., D.I., R.W.,	568308	011.0011857	352572	
	011.120010	657.03	3088-950 6", M.J., D.I., R.W., O.L.	568308	011.0011857	352572	
	011.120010	236.53	Sales Tax	568308		352572	
	011.120010	1,314.06	3088-950 6", M.J., D.I., R.W., O.L.	5683081	011.0011857	352572	
	011.120010	118.27	Sales Tax	5683081		352572	
FIRE APPARATUS SOLUTIONS	011.1033.570000	7,840.89	Repairs	10595		352573	
	011.1033.570000	1,423.33	Repairs	10596		352573	
	011.1033.570000	3,382.48	Repairs	10597		352573	
	011.1033.570000	355.78	Repairs	10598		352573	
	011.1033.570000	3,110.42	Repairs	10599		352573	
	011.1033.570000	1,404.93	Repairs	10600		352573	
	011.1033.570000	663.17	Repairs	10601		352573	

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FIRE APPARATUS SOLUTIONS	011.1033.570000	698.84	Repairs	10602		352573	
	011.1033.570000	187.68	Repairs	10603		352573	
	011.1033.570000	697.51	Repairs	10604		352573	
							19,765.03
FIREFIGHTERS' SAFETY CENTER	011.1033.540000	234.35	Fire Personnel Work Boots.~	26199	011.0011744	352574	
							234.35
INC FLEMING ENVIRONMENTAL	011.1049.590000	180.00	Employee Training	11841		352575	
							180.00
FLORENCE FILTER CORPORATION	011.120010	251.28	1631-914 14" X 30" X 1" Merv10 Pleat,	101233IN	011.0011882	352576	
	011.120010	81.60	1631-950 16" X 20" X 2" Merv10 Pleat,	101233IN	011.0011882	352576	
	011.120010	42.00	1631-955 16" X 25" X 2" Merv10 Pleat,	101233IN	011.0011882	352576	
	011.120010	88.80	1631-962 20" X 20" X 1" Merv10 Pleat,	101233IN	011.0011882	352576	
	011.120010	40.20	1631-963 20" X 20" X 2" Merv10 Pleat,	101233IN	011.0011882	352576	
	011.120010	354.00	1631-998 24" X 24" X 22" Merv13 8P Bag	101233IN	011.0011882	352576	
	011.120010	72.20	Freight	101233IN	011.0011882	352576	
	011.120010	77.21	Sales Tax	101233IN		352576	
							1,007.29
STEVEN FROBERG	011.1048.596200	100.00	Vernon Housing Commission: 09/14/16	091416		352577	
							100.00
HECTOR GARCIA	011.1048.596200	100.00	Vernon Housing Commission: 09/14/16	091416		352578	

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							100.00
GENERAL DATA CO.	011.9019.520010	1,095.03	Toner	6105251IN		352579	1,095.03
INC GENERAL PUMP COMPANY	020.1084.590000	1,500.00	Booster 1-2	25277		352580	1,500.00
GRAINGER CO	011.1049.520000	2,074.85	Friedrich 23800 - #EL24N35, window A.C.	9218287549	011.0011859	352581	
	011.1049.520000	186.74	Sales Tax	9218287549		352581	2,261.59
CHRISTOPHER HANSON	011.1033.502030	177.48	Vision Benefits: H. Hanson	092216		352582	
	011.1033.502030	210.98	Vision Benefits: D. Hanson	092216(2)		352582	
	011.1033.502030	307.00	Vision Benefits: C. Hanson	092216(3)		352582	695.46
INC HARPER & ASSOC ENGINEERING	020.1084.900000	2,595.00	Engineering Services	ENG5570		352583	2,595.00
INC HAUL AWAY RUBBISH SERVICE	011.1048.596200	183.00	Period: 08/16	68X00205		352584	
	011.1049.596200	546.00	Period: 08/16	68X00206		352584	
	011.1033.520000	183.00	Period: 08/16	68X00207		352584	
	011.1033.520000	183.00	Period: 08/16	68X00208		352584	
	011.1033.520000	183.00	Period: 08/16	68X00209		352584	

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INC HAUL AWAY RUBBISH SERVICE	011.1033.520000	183.00	Period: 08/16	68X00210		352584	
	011.1043.596200	2,317.81	Period: 08/16	68X00213		352584	
	011.1043.596200	883.40	Disposal Services	COV090116		352584	4,662.21
HI-DESERT COMMUNICATIONS	011.1031.590000	540.00	Professional Services	36661		352585	540.00
INC IGOE & COMPANY	011.1026.594200	200.00	Administrative Fees	149742		352586	200.00
INSIGHT PUBLIC SECTOR, INC	011.9019.520010	3,410.45	Material: CF-3110451KM~	1100497143	011.0011870	352587	
	011.9019.520010	804.12	Material: CF-H-PAN-112-2-P~	1100497143	011.0011870	352587	
	011.9019.520010	3.00	Freight	1100497143	011.0011870	352587	
	011.9019.520010	379.31	Sales Tax	1100497143		352587	
	011.9019.520010	2,595.15	Material: 625031-B21-AX~	1100497144	011.0011871	352587	
	011.9019.520010	233.56	Sales Tax	1100497144		352587	
	011.9019.520010	211.75	Material: CF-SVCLTNF3Y~	1100497329	011.0011870	352587	
	011.9019.590110	622.41	Material: HZ-STD-10-P-SSS-C~	1100498142	011.0011869	352587	
	011.9019.590110	622.41	Material: HZ-STD-10-P-SSS-C~	1100498142	011.0011869	352587	8,882.16
INTEGRATED INJURY MANAGEMENT	011.1026.597000	750.00	Fit For Duty	INV21823		352588	750.00

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JOHN LARCABAL, OD	011.1031.502030	409.00	Vision Benefits: J. Velasquez	091916		352589	
	011.1031.502030	109.00	Vision Benefits: R. Velasquez	091916(2)		352589	518.00
JOHN KRISTE	011.1048.596200	100.00	Vernon Housing Commission: 09/14/16	091416		352590	100.00
LN CURTIS & SONS	011.1033.520000	217.65	XXL Tital Gloves with Gauntlet	INV48344	011.0011832	352591	
	011.1033.520000	407.92	2500 Shelby XL Xtrication Gloves	INV48344	011.0011832	352591	
	011.1033.520000	56.30	Sales Tax	INV48344		352591	681.87
INC LONG BEACH BMW MOTORCYCLES	011.1031.570000	2,470.25	Motorcycle Maintenance~	149843	011.0011737	352592	2,470.25
LOS ANGELES ELEVATOR SERVICES	011.1049.590000	3,795.00	Elevator Maintenance	9171		352593	
	011.1049.590000	90.00	Elevator Maintenance	9456		352593	3,885.00
LOS ANGELES POLICE DEPARTMENT	011.1031.596700	900.00	LAPD Leadership Program	8671144		352594	900.00
INC MELVYN GREEN & ASSOCIATES	011.1041.595200	5,010.97	Plan Check Services 08/16	13916		352595	5,010.97

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MONTEBELLO GLASS & MIRROR CO.	011.1049.590000	1,544.70	Clear Safety Temp Glass	15875		352596	
							1,544.70
MUNISERVICES, LLC	011.1004.595200	1,875.00	UUT Fixed Fee 07-09/16	43126		352597	
							1,875.00
NACCHO	011.1060.596550	205.00	Membership Renewal / K. Allen	CA061		352598	
							205.00
NORTH PARK HOA	011.1048.560000	260.00	Assoc Dues: 6010 Oak St.	091916		352599	
	011.1048.560000	260.00	Assoc Dues: 2915 60th Plc	091916(2)		352599	
							520.00
INC PACIFIC COMMERCIAL TRUCK B	011.1046.590000	90.00	Labor only to repair steel lid	21806	011.0011877	352600	
							90.00
LLC PARKMAN HOLDINGS	095.5095.400900	18,175.51	Refund 2nd Parcel Tax 6303001008	092816		352601	
							18,175.51
PETCO ANIMAL SUPPLIES INC	011.1031.520000	53.99	CANINE PET FOOD AND SUPPLIES~	OA069848	011.0011739	352602	
							53.99
INC PURE WATER TECHNOLOGY	011.1049.520000	2,426.34	3rd Quarter	97090		352603	
							2,426.34
RAYVERN LIGHTING SUPPLY CO INC	011.120010	155.40	1250-500 High Pressure Sodium	449800	011.0011799	352604	
	011.120010	233.40	1252-427 Fluorescent Lamps,	449800	011.0011799	352604	

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RAYVERN LIGHTING SUPPLY CO INC	011.120010	297.00	1252-435 Fluorescent Lamps,	449800	011.0011799	352604	
	011.120010	119.00	1255-130 Compact Fluorescent Lamps,	449800	011.0011799	352604	
	011.120010	89.70	1255-250 Fluorescent Lamps,	449800	011.0011799	352604	
	011.120010	93.24	1255-320 Fluorescent Lamps, F32T8/	449800	011.0011799	352604	
	011.120010	88.90	Sales Tax	449800		352604	
	011.120010	279.72	1255-320 Fluorescent Lamps, F32T8/	449801	011.0011799	352604	
	011.120010	25.17	Sales Tax	449801		352604	
							1,381.53
INC RICHARD P GUESS MD	011.1033.596200	750.00	Medical Director Fees	091716		352605	
							750.00
LLP RUTAN & TUCKER	011.1024.593200	234.50	Re: N. Rodriguez	757236		352606	
							234.50
SAF-T-FLO INDUSTRIES	011.120010	185.60	1890-210 1/2" FNPT X 3/8" PolyPro Tube	161312	011.0011885	352607	
	011.120010	9.00	Freight	161312	011.0011885	352607	
	011.120010	14.85	Sales Tax 8.0%	161312		352607	
							209.45
SANTA FE BUILDING MAINTENANCE	011.1049.590000	6,368.00	Janitorial Services 08/16	15205		352608	
							6,368.00
SILVA'S PRINTING NETWORK	011.1004.520000	894.00	Payroll envelopes, #10 white window	26239	011.0011836	352609	
	011.1004.520000	80.46	Sales Tax	26239		352609	

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SILVA'S PRINTING NETWORK	011.120010	488.43	2700-225 City of Vernon, #10, regular	2624849	011.0011860	352609	
	011.120010	1,108.10	2700-230 City of Vernon, #10, regular	2624849	011.0011860	352609	
	011.120010	143.68	Sales Tax	2624849		352609	
							2,714.67
SIMPLEXGRINNELL, LP	011.1049.590000	1,800.00	Fire Alarm Test & Inspection	78851853		352610	
	011.1049.590000	834.00	Fire Alarm System Test & Inspection	82803151		352610	
							2,634.00
SMITH-EMERY LABORATORIES	011.1049.900000	420.00	Back Up Generator	4309913		352611	
							420.00
INC SO CAL LAND MAINTENANCE	011.1049.590000	2,685.00	Maintenance Services	5287		352612	
	011.1049.590000	2,685.00	Maintenance Services	5363		352612	
							5,370.00
SOUTHERN CALIFORNIA OVERHEAD	011.1049.590000	1,527.20	Repair Slide Gate	49489		352613	
							1,527.20
STACY MEDICAL CENTER	011.1031.594200	480.00	Pre-Booking Exams	521117792		352614	
							480.00
STATE STREET LAUNDRY	011.1031.520000	35.25	LAUNDRY SERVICES~	092816_MULTIPL E	011.0011717	352615	
							35.25
SWANA - SOLID WASTE	011.1060.596550	287.00	Membership Renewal / K. Allen	201742084		352616	

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							287.00
TESTAMERICA LABORATORIES, INC	020.1084.596200	97.50	Routine Bacti Samples	44237837		352617	
	020.1084.596200	39.00	Source Samples	44237838		352617	
	020.1084.596200	105.00	Gen Phy's Samples	44238248		352617	
	020.1084.596200	97.50	Routine Bacti Samples	44238249		352617	
	020.1084.596200	32.50	Source Samples	44238251		352617	
	020.1084.596200	97.50	Routine Bacti Samples	44238780		352617	
	020.1084.596200	39.00	Source Samples	44238781		352617	
	020.1084.596200	781.00	Stage 2-3rd Qtr 2016 THM/HAA	44239128		352617	
	020.1084.596200	97.50	Routine Bacti Samples	44239385		352617	
	020.1084.596200	39.00	Source Samples	44239386		352617	
	020.1084.596200	97.50	Routine Bacti Samples	44239989		352617	
	020.1084.596200	71.50	Potability Testing	44239990		352617	
	020.1084.596200	32.50	Source Samples	44239991		352617	
	020.1084.596200	6.50	Source Samples	44240398		352617	
							1,633.50
THE DATALOK COMPANY	011.9019.560010	206.22	Offsite Backup Tape Storage	6090979121		352618	
							206.22
THOMSON REUTERS - WEST	011.1024.596600	338.09	Information Charges	834631575		352619	
							338.09
TRITECH SOFTWARE SYSTEMS	011.9019.860000	5,000.00	Software Support	PA0004917		352620	

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							5,000.00
UPS	011.1041.520000	32.29	Period: 09/16	933312386		352621	
	011.1033.520000	10.70	Period: 09/16	933312386		352621	
	011.1041.520000	44.58	Period: 09/16	933312396		352621	
	011.1043.520000	72.17	Period: 09/16	933312396		352621	
							159.74
PC US HEALTHWORKS MEDICAL GROU	011.1026.502095	392.21	First Aid Billing: D. Kimes	020216		352622	
	011.1026.597000	542.00	Medical Services	2978699CA		352622	
	011.1026.597000	76.00	Medical Services	2988082CA		352622	
							1,010.21
INC US TOW	011.1046.590000	317.50	Labor to tow unit from 1160 Nicole CT	10414	011.0011852	352623	
							317.50
INC V&V MANUFACTURING	011.1031.540000	141.59	Vernon Police Badges	43460		352624	
	011.1031.540000	70.80	Vernon Police Badges	43461		352624	
							212.39
VCI CONSTRUCTION, INC.	057.1057.596200	4,143.92	Splicing Crew	32811		352625	
							4,143.92
CALMAT CO.	020.1084.520000	80.66	Asphalt	71197202		352626	
	020.1084.520000	346.15	Asphalt	71197203		352626	
	020.1084.520000	345.40	Asphalt	71206228		352626	
	011.1043.520000	343.90	Asphalt	71226323		352626	

CITY OF VERNON
WARRANT REGISTER NO. 1458
OCTOBER 18, 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>
CALMAT CO.	011.1043.520000	166.18	Asphalt	71226324		352626	
							1,282.29
WILLIAMS DATA MANAGEMENT	011.1003.596200	362.45	Period: 09/16	375371		352627	
							362.45
LLC WITTMAN ENTERPRISES	011.1033.596200	417.72	Billing Services	1607069		352628	
	011.1033.596200	1,069.43	Billing Services	1608069		352628	
							1,487.15
TOTAL PRINTED CHECKS							\$ 206,877.89

**CITY OF VERNON
WARRANT REGISTER NO. 1458
OCTOBER 18, 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	\$ 892,804.37	\$ 153,753.98	\$ 151,054.06	\$ 1,197,612.41
020 - WATER	416,232.47	67,747.84	32,741.90	516,722.21
057 - FIBER OPTIC	0.00	0.00	4,143.92	4,143.92
060 - HAZARDOUS WASTE	0.00	45.00	762.50	807.50
095 - PARCEL TAX	0.00	0.00	18,175.51	18,175.51
GRAND TOTAL	\$ 1,309,036.84	\$ 221,546.82	\$ 206,877.89	\$ 1,737,461.55

TOTAL CHECKS TO BE PRINTED 90

RECEIVED

OCT 12 2016

CITY CLERK'S OFFICE



STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

OCT 11 2016

CITY ADMINISTRATION

CA 10-12-16

DATE: October 11, 2016

TO: Honorable Mayor and City Council

FROM: William Fox, Finance Director *WFX*

RE: Light & Power Warrant Register for City Council Agenda of October 18, 2016

It is recommended that the attached Light & Power Warrant Register No. 423 be approved at the City Council meeting of October 18, 2016.

Light & Power Warrant Register No. 423 totals \$1,772,198.47, and covers claims and demands presented during the period of September 27 through October 10, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Light & Power Warrant Register No. 423:

1. Ratification of wire transfers totaling **\$1,655,208.05**;
2. Ratification of the issuance of early checks totaling **\$52,889.98**; and
3. Authorization to issue pending checks totaling **\$64,100.44**.



**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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. 423
OCTOBER 18, 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>
DEPARTMENT OF WATER & POWER	055.9200.500170	21,870.00	Energy Purchase	GA187074			6191	
	055.9200.500260	575.00	Energy Purchase	GA187074		09/27/2016	6191	22,445.00
INC PETRELLI ELECTRIC	055.200400	513,111.05	Electric Service Maintenance	160869			6192	
	055.200400	391,530.66	Electric Service Maintenance	160870		09/27/2016	6192	904,641.71
SO CAL PUBLIC POWER AUTHORITY	055.9200.500180	310,326.00	Minimum Cost 09/16	PV0916			6193	
	055.9200.500150	76,504.00	Variable Cost 08/16	PV0916			6193	
	055.9200.500180	29,177.15	Legislative Cost 09/16	PV0916			6193	
	055.122100	10,000.00	PSF Cost 09/16	PV0916		09/27/2016	6193	426,007.15
LLC ICE US OTC COMMODITY MARKE	055.9200.596200	1,200.00	OTC Commission Adjustment	816001688088			6194	
						09/30/2016		1,200.00
SO CAL EDISON	055.9200.500170	146,640.00	Mead Laguna Bell 08/16	7500708171			6195	
	055.9200.500170	62,040.00	Victorville Lugo - Vernon 09/16	7500708202			6195	
	055.9200.500170	24,669.00	Laguna Bell 09/16	7500708203		09/30/2016	6195	233,349.00
WIRELESS INNOVATION LIMITED	055.9000.900000	1,190.00	Iridium	30933		09/29/2016	6196	1,190.00

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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>
NORTHWEST ELECTRICAL SERVICES,	055.9100.900000	14,061.00	Deposit	1631			6197	
						10/06/2016		14,061.00
CALIFORNIA ISO	055.9200.500150	62,857.98	Initial Charges 09/16	201609273133415 458			6198	
	055.9200.500210	16,608.13	Initial Charges 09/16	201609273133415 458			6198	
	055.9200.500170	-6,972.26	Initial Charges 09/16	201609273133415 458			6198	
	055.9200.500190	-10,528.81	Initial Charges 09/16	201609273133415 458			6198	
	055.9200.500150	-10,044.16	Recalculation Charges 09/16	201609273133415 458			6198	
	055.9200.500190	-27.01	Recalculation Charges 09/16	201609273133415 458			6198	
	055.9200.500210	-110.70	Recalculation Charges 09/16	201609273133415 458			6198	
	055.9200.500170	531.02	Recalculation Charges 09/16	201609273133415 458			6198	
						10/04/2016		52,314.19
						TOTAL WIRES		\$ 1,655,208.05

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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>
CH2M HILL ENGINEERS, INC.	055.9000.596200	13,630.23	Environmental Support Services	381077492		09/27/2016	512287	13,630.23
CURRENT WHOLESALE ELECTRIC	055.8000.590000	331.69	Electrical Supplies~	081116_MULTIPLE	055.0002413	09/27/2016	512288	331.69
FRED PRYOR SEMINARS	055.9000.596700	4,725.00	Training Rewards Membership/Renewal	159029		09/27/2016	512289	4,725.00
INC KONECRANES	055.8400.590000	475.00	Preventative Maintenance Service	SFS01134889		09/27/2016	512290	475.00
LOS ANGELES ELEVATOR SERVICES	055.8400.590000	3,750.00	Elevator Maintenance	9385		09/27/2016	512291	3,750.00
INC MICRO PRECISION CALIBRATIO	055.8000.590000	665.00	Calibration Services~	LA90021127	055.0002433		512292	
	055.8000.590000	115.00	Calibration Services~	LA90021157	055.0002433		512292	
	055.8000.590000	528.00	Calibration Services~	LA90021241	055.0002433	09/27/2016	512292	1,308.00
SO CAL JOINT POLE COMMITTEE	055.9100.596200	569.50	Operating Expense 08/16	19151		09/27/2016	512293	569.50
DEWEY PEST CONTROL	055.8400.590000	122.00	Period: 09/16	10403810		09/29/2016	512294	122.00
HSA BANK	055.9100.502030	750.00	Initial Contribution / J. Torres	092116			512295	

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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>
						09/29/2016		750.00
INC WZI	055.8200.500230	4,460.00	Professional Services	11753		09/29/2016	512296	4,460.00
COOPER FAMILY TRUST	055.7200.596702	3,894.65	Customer Incentive Program	081016		10/04/2016	512297	3,894.65
INC PORT CANAVERAL PWR CONSULT	055.9000.900000	1,430.00	Consulting Services	VERNPVHSEPTE MBER2016			512298	
	055.9000.596200	11,000.00	Consulting Services	VERNPVHSEPTE MBER2016		10/04/2016	512298	12,430.00
HOME DEPOT CREDIT SERVICES	055.9100.520000	381.65	Hardware Supplies~	081116_MULTIPLE	055.0002422		512299	
	055.8400.590000	962.59	Hardware Supplies~	082416_MULTIPLE(2)	055.0002421	10/06/2016	512299	1,344.24
SANTA FE BUILDING MAINTENANCE	055.8400.596200	464.00	Janitorial Services	15295			512300	
	055.9000.596200	1,611.00	Janitorial Services	15295		10/06/2016	512300	2,075.00
INC SIMON WIND	055.9000.900000	2,980.00	Meteorological Data Collection Services	1609		10/06/2016	512301	2,980.00
SO CAL EDISON	055.8100.560010	44.67	Period 09/16	092916		10/06/2016	512302	44.67

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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 ABSOLUTE SECURITY INTL	055.8100.596200	22,286.41	Security Guard Service	2016027918		512303	22,286.41
INC AMBIANCE USA	055.110011	1,163.72	Refund On Closed ACCT#1585/86 CUST#5882	092116		512304	1,163.72
ASBURY ENVIRONMENTAL SERVICES	055.8400.590000	624.65	Environmental Services	150000087525		512305	624.65
TODD DUSENBERRY	055.8100.502030	255.00	Vision Benefits: Child	091616		512306	255.00
FULLMER CONSTRUCTION	055.110011	700.64	Refund On Closed ACCT#5784 CUST#5984	092116		512307	700.64
CORP GLOBAL PAPER TRADING	055.110011	443.74	Refund On Closed ACCT#1966, CUST#5882	092116		512308	443.74
INC GURU DENIM	055.110011	9,425.05	Refund On Closed ACCT#1680 CUST#4606	092116		512309	9,425.05
MICHAEL HENDRICKSON	055.8000.502030	313.00	Vision Benefits: Child	091616		512310	313.00
HOWARD INDUSTRIES, INC.,	055.9100.900000	667.08	Overhead Transformer~	54022588710	055.0002381	512311	

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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>
							667.08
INNER-TITE	055.8000.590000	1,750.00	E-0731Y Mitey Lock Assembly with ¼" -	123716	055.0002446	512312	
	055.8000.590000	89.72	Freight	123716	055.0002446	512312	
	055.8000.590000	157.50	Sales Tax	123716		512312	
							1,997.22
INC JB AMERICAN STANDARD	055.110011	244.08	Refund On Closed ACCT#3811 CUST#6397	092116		512313	
							244.08
MARTINEZ TRUCKING & HAULING	055.110011	157.53	Refund On Closed ACCT#78 CUST#6068	092116		512314	
							157.53
CHARLES MONTOYA	055.8000.502030	399.00	Vision Benefits: Child	092616		512315	
							399.00
ANDREA NEGRETE	055.7100.596500	18.09	Subpoena for Witness C/O Vernon PD	092016		512316	
							18.09
POWER PARTNERS, INC	055.9100.900000	10,830.24	16340Y-120/240V-75KVA~	76297	055.0002442	512317	
							10,830.24
SHOETERIA	055.9000.540000	110.37	Steel Toe Boots~	104413	055.0002420	512318	
							110.37
SPIEGEL & MCDIARMID, LLP.	055.9000.596200	2,433.75	Matter No. 05840.003	210209545		512319	
							2,433.75

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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>
STANDARD & POOR'S	055.9000.595200	10,000.00	Analytical Services	11313171		512320	10,000.00
SURVALENT TECHNOLOGY CORP.	055.9100.520010	2,000.00	On-Site Services	D29940		512321	2,000.00
LISA UMEDA	055.9000.596500	30.87	SCPPA State Tour	091916		512322	30.87
TOTAL PRINTED CHECKS							\$ 64,100.44

**LIGHT & POWER
WARRANT REGISTER NO. 423
OCTOBER 18, 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	\$ 1,655,208.05	\$ 52,889.98	\$ 64,100.44	\$ 1,772,198.47
GRAND TOTAL	\$ 1,655,208.05	\$ 52,889.98	\$ 64,100.44	\$ 1,772,198.47

TOTAL CHECKS TO BE PRINTED 20

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OCT 12 2016

CITY CLERK'S OFFICE



STAFF REPORT
FINANCE/TREASURY DEPARTMENT

RECEIVED

OCT 11 2016

CITY ADMINISTRATION

CA 10-12-16

DATE: October 11, 2016

TO: Honorable Mayor and City Council

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

RE: Gas Warrant Register for City Council Agenda of October 18, 2016

It is recommended that the attached Gas Warrant Register No. 211 be approved at the City Council meeting of October 18, 2016.

Gas Warrant Register No. 211 totals \$168,987.48, and covers claims and demands presented during the period of September 27 through October 10, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Gas Warrant Register No. 211:

1. Ratification of wire transfers totaling **\$159,661.27**;
2. Ratification of the issuance of early checks totaling **\$1,415.67**; and
3. Authorization to issue pending checks totaling **\$7,910.54**.



**CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 211
OCTOBER 18, 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. 211
OCTOBER 18, 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	95,511.27	Transmission Charges 08/16	091216		09/30/2016	499	95,511.27
THE GAS COMPANY	056.5600.500160	64,150.00	Gas Purchase	201608GS028		09/30/2016	500	64,150.00
TOTAL WIRES								\$ 159,661.27

CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 211
 OCTOBER 18, 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>
THE GAS COMPANY	056.5600.560000	24.59	Period 08/11 - 09/12	091416(3)		09/27/2016	1474	24.59
HOME DEPOT CREDIT SERVICES	056.5600.520000	1,391.08	Building Supplies~	082516_MULTIPL E	056.0000416	10/06/2016	1475	1,391.08
TOTAL EARLY CHECKS								\$ 1,415.67

CITY OF VERNON
GAS DEPARTMENT
WARRANT REGISTER NO. 211
OCTOBER 18, 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 A-BEST INDUSTRIAL	056.5600.900000	407.91	Item - AB-MOREST24-C~	IN8466	056.0000422	1476	
	056.5600.900000	1,357.23	Item - AB-FS67CFR060~	IN8466	056.0000422	1476	
	056.5600.900000	799.65	Item - AB-FS161-S-SS~	IN8466	056.0000422	1476	
	056.5600.900000	504.00	Item - AB-ELE20F-10M~	IN8466	056.0000422	1476	
	056.5600.900000	356.51	Item - AB-MOELE0430S-SS~	IN8466	056.0000422	1476	
	056.5600.900000	96.64	Item - AB-FLG128GASKETRG300#~	IN8466	056.0000422	1476	
	056.5600.900000	174.90	Item - AB-F13-180F~	IN8466	056.0000422	1476	
	056.5600.900000	68.71	Freight	IN8466	056.0000422	1476	
	056.5600.900000	332.72	Sales Tax	IN8466		1476	
	056.5600.590000	572.56	VG82B-F-4N-S~	IN8467	011.0011755	1476	
	056.5600.590000	40.64	GNH-4N-S~	IN8467	011.0011755	1476	
	056.5600.590000	42.80	GNL-4N-1.50-S~	IN8467	011.0011755	1476	
	056.5600.590000	49.28	GNL-4N-2.00-S~	IN8467	011.0011755	1476	
	056.5600.590000	67.36	GNL-4N-2.50-S~	IN8467	011.0011755	1476	
	056.5600.590000	74.32	GNL-4N-3.00-S~	IN8467	011.0011755	1476	
	056.5600.590000	77.28	GNL-4N-3.50-S~	IN8467	011.0011755	1476	
	056.5600.590000	85.84	GNL-4N-4.00-S~	IN8467	011.0011755	1476	
	056.5600.590000	104.96	GNL-4N-5.00-S~	IN8467	011.0011755	1476	
	056.5600.590000	140.60	GL-4N-S~	IN8467	011.0011755	1476	
	056.5600.590000	113.01	Sales Tax	IN8467		1476	
							5,466.92
BOB L TYNER	056.5600.596700	2,443.62	Fatigue Management Training	1251		1477	

**CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 211
 OCTOBER 18, 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>
							2,443.62
TOTAL PRINTED CHECKS						\$	7,910.54

CITY OF VERNON
 GAS DEPARTMENT
 WARRANT REGISTER NO. 211
 OCTOBER 18, 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	\$ 159,661.27	\$ 1,415.67	\$ 7,910.54	\$ 168,987.48
GRAND TOTAL	\$ 159,661.27	\$ 1,415.67	\$ 7,910.54	\$ 168,987.48

TOTAL CHECKS TO BE PRINTED 2



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OCT 12 2016

CITY CLERK'S OFFICE

STAFF REPORT CITY ADMINISTRATION

DATE: October 18, 2016
TO: Honorable Mayor and City Council
FROM: Carlos R. Fandino, Jr., City Administrator
Originator: Lilia Hernandez, Executive Assistant to the City Administrator
RE: Council Conference Attendance Report

CF 10/12/16

Recommendation

- A. Receive and file this Council Conference Attendance Report to the League of California Cities Annual Conference and Expo.

Background

Members of legislative bodies are required to provide brief reports on meetings attended at the expense of the agency after the completion of the meeting.

Mayor Davis, Council Member Ybarra, and Council Member Lopez attended the League of California Cities Annual Conference and Expo, in Long Beach, CA from October 5 – October 7, 2016. The seminar program included:

Wednesday, October 5th

Opening General Session

Policy Committees

Department Business Meetings – Mayors & Council Members Department Meeting

Education Sessions

Thursday, October 6th

Expo Open

General Session – Keynote Address

Education Sessions

Attendee Lunch

General Resolutions Committee

Caucus Board Meetings

Networking Receptions

Friday, October 7th

Education Sessions

Closing Luncheon with Voting Delegates & General Assembly

Fiscal Impact

Sufficient funds for attending this conference were available in the 2016/2017 City Council budget.

Attachment(s)

None

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OCT 12 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 11 2016

CITY ADMINISTRATION

CF 10/12/16

STAFF REPORT
GAS & ELECTRIC DEPARTMENT

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Kelly Nguyen, Director of Gas & Electric *KN*

RE: Grazing Agreement by and between the City of Vernon and Hafenfeld Ranch, LLC

Recommendation

- A. Find that approval of the Grazing Agreement (as defined below) is exempt under the California Environmental Quality Act ("CEQA"), because such is an administrative activity of government that will not result in direct or indirect physical changes in the environment and, as such, is not a "project" as defined by CEQA Guidelines Section 15378, and even if such were considered a "project," it would still be exempt in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and
- B. Approve and authorize the City Administrator to execute the Grazing Agreement by and between the City of Vernon and the Hafenfelds (as defined below), in substantially the same form as submitted herewith.

Background

The City of Vernon ("City") owns several thousand acres of undeveloped real property within the Kelso Valley, Jawbone Canyon area of Kern County, California ("Property"). In 2009, the City leased the Property to ReNu Resources, LLC ("ReNu") and concurrently entered into a property management agreement, under which ReNu was obligated to manage the Property and the City paid a property management fee. ReNu subsequently entered into a separate license agreement with Hafenfeld Ranch, LLC ("Hafenfelds") to permit the grazing of cattle on the Property. Effective as of October 16, 2016, the lease with ReNu will be terminated (the property management agreement expired by its own terms several years ago).

By the grazing agreement (attached hereto) ("Grazing Agreement"), the City intends to directly provide a non-exclusive license to the Hafenfelds to continue grazing their cattle on the Property, in exchange for general property management services on the Property. The Grazing Agreement is an important and no-cost measure for the City to take in order to preserve the value

and integrity of the Property while it continues to evaluate its development options with respect to the Property. The agreement has been reviewed and approved as to form by the City Attorney's Office.

The following are some of the key terms of the Grazing Agreement:

- City grants Hafenfolds non-exclusive license to use Property to graze their cattle;
- In exchange, Hafenfolds agree to:
 - Conduct routine maintenance of Property;
 - Monitor and patrol Property for illegal activity by Third Parties (as defined in the Grazing Agreement);
 - Facilitate visits to the Property by City staff, Councilmembers and guests; and
 - Pay \$1.00 per year.
- Term of the Grazing Agreement is five (5) years, renewable on an annual basis thereafter;
- Grazing Agreement is terminable by either party for any reason on 90 days' written notice.

Fiscal Impact

None

Attachment(s)

1. Grazing Agreement

GRAZING AGREEMENT

This Grazing Agreement (this "Agreement") is made effective as of _____, 2016 (the "Effective Date") between City of Vernon ("Owner") and Hafenfeld Ranch, LLC, a California limited liability company ("Grazer" and with Owner, collectively the "Parties").

RECITALS

- A. Owner is the owner of certain real property within the Kelso Valley, Jawbone Canyon area of Kern County, California, as set forth in more detail on Exhibit A (the "Property"), as well as certain equipment located on the Property, as set forth in more detail on Exhibit B (the "Equipment").
- B. In 2009, Owner entered into that certain Lease, dated as of March 20, 2009 (as amended, the "Grazing Lease"), with ReNu Resources, LLC ("ReNu"), as amended by that certain First Amendment to Lease, dated as of August 2, 2010, pursuant to which Owner agreed to permit ReNu or its assignee to graze cattle upon the Property.
- C. ReNu entered into a "License Agreement" with Grazer pursuant to which Grazer acquired the right to, among other things, graze cattle on the Property (the "License Agreement").
- D. Owner terminated the Grazing Lease, effective as of October 16, 2016 (the "Lease Termination Date"). In terminating the Grazing Lease, the License Agreement has also been terminated.
- E. Notwithstanding the foregoing, the Parties desire that Grazer should continue to have rights to graze cattle upon the Property upon the terms and conditions, and for the consideration, set forth herein in more detail.

Owner hereby agrees to allow Grazer to use the Property for the purposes and subject to the terms and conditions, and for the consideration, set forth below.

1. Term and Renewal:

- A. The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the date thereof (the "Term").
- B. This Agreement may be extended on an annual basis with the written consent of both Grazer and Owner on such terms and conditions as are mutually acceptable to the Parties.

2. License Fee: As valuable consideration for this Agreement, the receipt and adequacy of which is hereby acknowledged, Grazer shall pay to Owner within thirty (30) days of the Effective Date and on each subsequent anniversary of the Effective Date during the Term the amount of One Dollar and No Cents (\$1.00), in addition to performing Grazer's duties, obligations and responsibilities pursuant to Section 6 of this Agreement.

3. Use of Property: Owner hereby grants to Grazer a non-exclusive license to use the Property for the duration of the Term for the grazing of cattle and for any other purpose reasonably related thereto. All operations incident to this Agreement shall be carried out according to the industry-recognized Best Management Practices (BMP). Owner expressly reserves any and all other rights for the use of the Property and nothing herein shall be deemed to limit such rights. Owner shall

use its best efforts to notify Grazer in writing of the grant of any other right to use and/or access all or any portion of the Property to any person other than Grazer at least sixty (60) days prior to such grant of right.

4. Prohibited Uses: Grazer shall not do anything or knowingly permit others to do anything upon the Property which is in violation of any and all laws, statutes, ordinances and regulations and requirements of federal, state and/or local authorities having jurisdiction over the Property.
5. Improvements: Grazer shall not construct any roads, ponds, fences, gates or other structures without the prior written consent of the Owner.
6. Maintenance; Patrolling; Other Duties: Grazer shall supply all labor and materials necessary for the routine maintenance of existing grazing infrastructure on the Property at the commencement of the term of this Agreement, or which are constructed hereafter incident to Grazer's cattle grazing operation pursuant to this Agreement. Grazer agrees to patrol the Property that is accessible by road and also inspect the Equipment for vandalism from time to time, but at least once per month, weather permitting, outside of Grazer's normal grazing operations. Owner acknowledges the vast size of the Property and the fact that much of it is inaccessible by road. Owner reserves the right to add, delete or otherwise change the list of Equipment on Exhibit B as circumstances warrant. To the extent that Grazer becomes aware of same, Grazer shall notify Owner of any material changes or events in connection with the Property or the Equipment. If Grazer has actual knowledge of any Third Parties' (as defined below) illegal or unauthorized activity occurring on the Property, including dumping of Hazardous Wastes (as defined below) or other materials, or with respect to the Equipment, including vandalism or theft, Grazer shall immediately notify Owner and cooperate with Owner to take appropriate action at Owner's sole cost and expense without right of reimbursement from Grazer. Subject to the foregoing, the Parties acknowledge and agree that Grazer shall not be liable for any acts of Third Parties on the Property or with respect to the Equipment. For purposes of this Agreement, the term "Third Party" and "Third Parties" shall include any person except for Grazer or its agents, employees, or independent contractors. Grazer shall also make itself available upon reasonable advance notice and upon a reasonable basis to facilitate visits to the Property by Owner and Owner's employees, representatives, and/or guests.
7. Termination: Notwithstanding anything herein to the contrary, either Party shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days written notice to the other Party.
8. Assignment: Grazer shall not assign, or otherwise convey all or any part of its rights, duties or interests under this Agreement without the prior written consent of the Owner, which shall not be unreasonably withheld. Any assignment or other transfer made in contravention of this provision shall be null and void and of no force and effect.
9. Hazardous Substances: Except in compliance with applicable laws and regulations, Grazer shall not use, store or knowingly permit hazardous or toxic substances, materials or waste or similar substances as defined under applicable federal and state laws and regulations ("Hazardous Substances"). Grazer shall comply with all applicable federal, state and local environmental protection, occupational, health and safety and similar laws, ordinances, restrictions, licenses

and regulations with regard to Hazardous Substances. Subject to Section 6 of this Agreement, Grazer shall not have any duty, obligation, or responsibility to Owner concerning the presence or discharge of Hazardous Substances on the Property by Third Parties.

10. Insurance: Grazer will submit a Certificate of Insurance to Owner for liability for a one million dollar (\$1,000,000) single occurrence limit written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. Owner, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects to liability arising out of Grazer's performance of this Agreement. If Grazer employs other contractors as part of the services rendered, Grazer's Protective Coverage is required. Grazer may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

Grazer shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the Property. Compliance is accomplished in one of the following three manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
 - (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against Owner, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
 - (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.
11. No Warranty; Indemnification: Grazer understands that Owner makes no warranty concerning the safety of the Property and improvements thereon, including the Equipment, for any purpose whatsoever, and that it may use the Property on an "AS IS," "WITH ALL FAULTS," and "WHERE IS" basis and also with the Property being in its existing condition as of the Effective Date. Grazer shall indemnify Owner for any claims made against Owner to the extent such claims arise from Grazer's, its agents', employees', or independent contractors' negligence or willful misconduct.
 12. Real Property Taxes. Owner, at its sole cost and expense and without right of reimbursement from Grazer, shall pay when due all real property taxes assessed, owing and payable concerning the Property and/or the Equipment.
 13. Agents: Where this instrument grants rights to either Owner or Grazer, such rights shall extend to the agents, employees, or representatives of such Party.
 14. Notice: Where notice to either Party is required by the terms of this Agreement, such notice shall be delivered by first class mail, postage prepaid to the following address and by electronic transmission to the e-mail addresses set forth below, or to such other addresses of which either Party may inform the other from time to time.

Grazer: Hafenfeld Ranch LLC
P.O. Box 58
Weldon, CA 93283
Attention: Eric and Bruce Hafenfeld
E-mail: eric@hafenfeld.com with a copy to bruce@hafenfeld.com

With Copy To: Marc E. Denison, Esq.
Clifford & Brown, A Professional Corporation
1430 Truxtun Avenue, Suite 900
Bakersfield, CA 93301
E-mail: mdenison@clifford-brownlaw.com

Owner: The City of Vernon
4305 S. Santa Fe Ave.
Vernon, California 90058
Attention: Kelly Nguyen, Director of Gas & Electric
E-mail: knguyen@ci.vernon.ca.us with a copy to bbyun@ci.vernon.ca.us

15. **Waiver:** A Party's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.
16. **Successors:** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective heirs, successors and/or assigns.
17. **Governing Law:** This Agreement, and the rights and duties of the Parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.
18. **Choice of Forum:** The Parties hereby agree that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.
19. **Entire Agreement:** This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).
20. **Amendment:** This Agreement may only be changed by written amendment signed by the Parties, subject to any requisite authorization by Owner's City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.
21. **Severability:** If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

22. Attorney's Fees: In the event that either Party shall institute proceedings to compel performance of or to recover damages for any breach of any provision of this Agreement, the prevailing party shall be entitled to recover all its costs of suit, including reasonable attorney's fees.

In witness whereof, the Parties have executed this Agreement effective as of the day and year above written.

Grazer:

HAFENFELD RANCH LLC

Bruce Hafenfeld, Member
Hafenfeld Ranch LLC

Approved as to Form by:

Deputy City Attorney
City of Vernon

Owner:

CITY OF VERNON

Carlos Fandino
City of Vernon

Attested by:

City Clerk
City of Vernon

Exhibit A

Description of Property

Parcel 1: (APN: 153-120-10 & 11)

The East half, Lots 1 and 2 of the Northwest quarter, and Lots 1 and 2 of the Southwest quarter of Fractional Section 31, Township 29 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 2: (APN: 181-190-14)

The East half of Fractional Section 31, Township 30 South, Range 38 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 3: (APN: 181-190-15)

The West half of Fractional Section 31, Township 30 South, Range 37 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 4: (APN: 181-190-16)

Fractional Section 36, Township 30 South, Range 36 ½ East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits contained in said land, and further reserving to the State of California and persons authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine and remove such deposits of other minerals from said land and to occupy and use so much of the surface of said land as may be required therefor, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the Public Resources Code, as reserved in Patent recorded July 29, 1959 in Book 3170, Page(s) 179 of Official Records.

Parcel 5: (APN: 442-010-07)

Section 11, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except an undivided ½ interest in all oil, gas and hydrocarbon substances, within or underlying said land, as granted to J.C. Walser, also known as John Caswell Walser and Blanche Walser, husband and wife as joint tenants, in Deed recorded July 9, 1937 in Book 731, Page(s) 490 of Official Records.

Parcel 6: (APN: 442-010-04)

Fractional Section 1, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 7: (APN: 442-010-02)

The South half of the South half of Fractional Section 2, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except an undivided $\frac{1}{2}$ interest in all oil, gas and hydrocarbon substances, within or underlying said land, as granted to J.C. Walser, also known as John Caswell Walser and Blanche Walser, husband and wife as joint tenants, in Deed recorded July 9, 1937 in Book 731, Page(s) 490 of Official Records.

Parcel 8: (APN: 442-030-05)

Section 13, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 9: (APN: 442-030-03)

Section 14, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except all the coal and other minerals in the land so patented together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (Stat. 862) as reserved by the United States of America in the Patent recorded December 24, 1923 in Book 22, Page(s) 19 of Official Records.

Parcel 10: (APN: 443-010-02)

Section 23, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 11: (APN: 444-020-16)

Fractional Section 7, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 12: (APN: 444-020-14)

The North half of the North half of Section 8, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except and reserving to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other materials which is or may be determined to be peculiarly

essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the lands and prospect for, mine and remove the same as reserved in the Patent from the United States of America, recorded April 27, 1949 in Book 1612, Page(s) 130 of Official Records.

Parcel 13: (APN: 444-020-03)

Fractional Section 5, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 14: (APN: 444-020-09)

The West half of the Northeast quarter of the Southwest quarter of the Southeast quarter, and the West half of Section 9, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 15: (APN: 444-040-02)

Section 17, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 16: (APN: 444-040-11)

The West half of the Northeast quarter of Section 16, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 17: (APN: 444-070-01 & 02)

Fractional Section 3, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 18: (APN: 444-080-05)

The North half of Fractional Section 5, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 19: (APN: 444-080-06)

The South half of Fractional Section 5, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 20: (APN: 444-080-11)

The West half, and the Southwest quarter of the Southeast quarter of Section 8, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of

California, according to the Official Plat thereof.

Parcel 21: (APN: 444-080-09)

Section 9, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 22: (APN: 444-090-01)

Section 15, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 23: (APN: 444-100-04)

The West half, the West half of the Northeast quarter, the Southeast quarter of the Northeast quarter, and the Southeast quarter, of Section 16, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 24: (APN: 444-100-02)

Section 17, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 25: (APN 444-100-07)

Section 21, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 26: (APN: 444-090-07)

Section 23, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 27: (APN: 444-110-03)

Section 25, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Except a strip of land 200 feet wide granted to the City of Los Angeles by the Southern Pacific Land Company by Deed recorded March 13, 1920 in Book 346, Page(s) 421 of Deeds.

Parcel 28: (APN: 444-110-08)

Section 35, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 29: (APN: 444-110-06)

The North half of the Northwest quarter, the Southwest quarter of the Northwest quarter, the West half of the Southwest quarter, the Southeast quarter of the Southwest quarter, and the East half of Section 36, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 30: (APN: 443-030-16)

Section 25, Township 30 South, Range 34 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 31: (APN: 444-040-18 & 19)

Fractional Section 19, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 32: (APN: 444-060-03)

Section 29, Township 30 South, Range 35 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 33: (APN: 444-120-06)

The Southwest quarter of Section 28, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Parcel 34: (APN: 444-120-02)

Section 29, Township 30 South, Range 36 East, Mount Diablo Base and Meridian, in the un-incorporated area, County of Kern, State of California, according to the Official Plat thereof.

Exhibit B

Description of Equipment

Below is a list of MET (Meteorological) Towers and one SODAR (SONic Detection And Ranging) with location:

<u>MET Tower</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Site Exposure</u>
R-4	35° 18.368'N	118° 15.348'W	Hillside downwind of a main gap in the Piute Mountains, grass with scattered trees <3m tall in all directions
V-3	35° 18.759'N	118° 16.087'W	Eastern side of mountain top, small trees <10m tall and scrub brush in all directions
V-4	35° 18.459'N	118° 16.145'W	High mountain saddle, small trees <10m tall and scrub brush in all direction
V-5	35° 21.300'N	118° 14.890'W	NW/SE oriented ridgeline near the eastern of the Piute Mountains, grass and very low scrub
V-10	35° 21.792'N	118° 06.383'W	Narrow NW/SE backbone ridge, no significant obstructions. (Tower had fallen and not transmitting data)
V-13	35° 18.343'N	118° 15.338'W	Hillside downwind of a main gap in the Piute Mountains, grass with scattered trees < 3m tall in all directions, 50m SSE of R-4/9354
SODAR	35° 21.351'N	118° 14.912'W	In major saddle along the north/south oriented Piute Mountains, grass and scattered 5-meter tall vegetation to West, 78m South of V-4

RECEIVED

OCT 12 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 04 2016

CITY ADMINISTRATION

OA 10/12/16

HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT

Keith Allen, Director / Health Officer

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 583-8811

October 4, 2016

**Honorable City Council
City of Vernon
Vernon, California**

Honorable Members:

Attached is a listing of the monthly activities for the Health and Environmental Control Department which cover the period from September 1, 2016 though September 30, 2016.

Respectfully submitted,

**Keith Allen
Director**



September, 2016

MONTHLY REPORT

Keith Allen, Director/Health Officer

**HEALTH & ENVIRONMENTAL CONTROL DEPARTMENT
MONTHLY REPORT**

SEPTEMBER, 2016

HAZARDOUS MATERIALS CONTROL

Our staff continued to conduct routine inspections and assisted business representatives to properly complete annual Hazardous Materials Business Plan forms using the new California Environmental Reporting System (CERS) which allows electronic submittals of hazardous materials inventories and permit information. Zero Class 1 violations were found, 14 Class 2 violations were observed, and two minor violations were noted during routine inspections performed of hazardous materials facilities. Department staff will continue to monitor these facilities to ensure that all violations have been corrected.

Please note: According to The California Department of Toxic Substances Control (DTSC), violation types are defined as: Class I Violation: The Health and Safety Code (HSC) section 25110.8.5 defines a Class I Violation as a violation that is a significant threat to human health or safety or the environment because of volume, hazardousness, and/or proximity to population at risk. A Class I Violation is also a violation that could result in a failure to ensure adequate financial assurance, perform corrective action or emergency cleanup; or a repeating Class II Violation committed by a recalcitrant violator. Class II Violation: The California Code of Regulation (CCR), title 22, section 66260.10 and Health and Safety Code (HSC) section 25110.8.5, subdivision (b) define a Class II Violation as a violation that is not a Class I Violation and does not meet the conditions of a Minor Violation. Minor Violation: The Health and Safety Code (HSC) section 25117.6 defines a Minor Violation as a subset of a Class II Violation that is not knowing, willful or intentional, does not enable the Respondent to gain an economic benefit for noncompliance, is not chronic or is not committed by a recalcitrant violator.

• • • •

The month of September was notable for several emergency response actions. Senior Environmental Health Specialist Jerrick Torres responded to an industrial accident at a food packaging manufacturing company. Environmental Specialist Erik Cheng investigated a fire sprinkler line release in a food manufacturing facility. Erik confirmed that the facility was closed for 2 days to clean and sanitize affected food equipment.

• • • •

Closure and cleanup activities included the ongoing site assessments/closure at Exide Technologies on Indiana Street, the former Pechiney facility on Fruitland Avenue, and 4060 E. 26th Street at the former U.S. Fertilizer site.

• • • •

Chief Deputy Director David LeDuff prepared and submitted the "Annual Single Fee Summary Report – Report 2" to the California Environmental Protection Agency (CalEPA). This report is due every year by September 30th and details fees charged and collected for the CUPA program. CalEPA reviews this report to make sure that CUPAs are charging and collecting the right amount of fees to sustain their respective CUPA programs. The Department has continued to coordinate efforts to correct deficiencies noted during

the Vernon CUPA evaluation conducted by CalEPA in September, 2015. Vernon HECD staff has been making a diligent effort to comply with CalEPA's requests.

• • • •

Staff attended several technical advisory meetings with industry members and other local health department jurisdictions, including: the Los Angeles County CUPA Coordinating Committee and the Hazwaste Technical Advisory Group. The importance of these meetings are to assure that Los Angeles County CUPAs are being consistent with each other when following CUPA policies and procedures and when performing enforcement activities. As in the past, the City of Vernon continues to actively participate in these meetings

UNDERGROUND TANK PROGRAM

No underground storage tanks were removed during the month of September. One underground storage tank facility was inspected by staff noting the following violations: Two mechanical leak detectors – test failed. Replaced both leak detectors on 9/14/16 and 9/15/16. Annular space sensor- test failed. Replaced sensor on 9/14/16.

• • • •

Staff met with Public Works and the Fire Department to discuss compliance with CERS submittals for the underground storage tanks located at Fire Stations 2, 3, and 4 to ensure that the City is in compliance with Cal EPA reporting requirements.

FOOD PROGRAM

Staff continued in conducting inspections of food facilities throughout the facility as part of a routine basis by the Department. No violations were noted during these inspections.

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Senior Environmental Specialist Lyndon Ong Yiu conducted several plan checks on proposed remodeling and new construction for food facilities. Lyndon also monitored construction of six new food facilities.

• • • •

Staff attended a food technical advisory meeting and a food safety advisory meetings to ensure that the Department staff are being consistent with other local health departments when performing inspections of food facilities. As in the past, the City of Vernon continues to actively participate in these meetings.

ENVIRONMENTAL PROTECTION

Environmental Specialist Erik Cheng collected eleven monthly water samples during the month of September. The samples were tested and found to be negative for e-coli and total coliforms. All the samples met State standards for potability.

• • • •

Senior Environmental Specialist Lyndon Ong Yiu assisted the Public Works Department with training on lead in soil issues in addition to conducting initial exposure assessments for excavation work in soil containing lead.

• • • •

Staff have been working with other City Departments on the City's hosting of the Sabor de Mexico event being planned by the Huntington Park Chamber of Commerce. Health Department staff provided information on temporary food event and food safety requirements including permits and inspections.

• • • •

Environmental Specialist Erik Cheng conducted weekly surveys of the Los Angeles River for mosquitoes. Pockets of activity were noted, and all mosquito larvae were physically eliminated. Mosquito breeding was also observed by Erik in the storm drain basin of a freezer business in the City which was corrected immediately by the business owner.

• • • •

Senior Environmental Specialist Jerrick Torres inspected all active construction sites Citywide to ensure that storm water best management practices were being followed to prevent waste water discharge and runoff from entering the storm drain system.

• • • •

The Health & Environmental Control Department (HECD) continued to be an active participant with the Exide Technologies closure. Chief Deputy Director David LeDuff attended an Exide community update hosted by the Los Angeles Unified School District (LAUSD) on September 7, 2016. At the event, called the "Environmental Health Resource Fair", representatives of the Department of Toxic Substances (DTSC) informed the community of how they were mitigating contamination from the closed Exide Technologies plant. The Department hosted an Exide Update for the City's residents, where DTSC provided an Exide Technologies update. This event took place on September 28, 2016 and was attended by City of Vernon residents and employees. The event gave people the opportunity to interact with DTSC and Vernon HECD staff with regards to Exide. Lastly for Exide, HECD staff was involved in the process of updating the Exide information page on our City website. As of date, all residential properties in the City have been tested for lead.



CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CONTACT: [Ali Bay](#)
(916) 440-7259

FOR IMMEDIATE RELEASE
September 28, 2016
PH16-059

Health Officials Urge Californians to Remove Standing Water
Rains Can Lead to More Mosquitoes

SACRAMENTO - California Department of Public Health (CDPH) Director and State Public Health Officer Dr. Karen Smith today called on the people of California to help reduce the number of mosquitoes by eliminating standing water, especially in areas that have recently had rain and continue to experience warm temperatures.

“Rainy weather can create new breeding grounds for mosquitoes if water is allowed to pool and remain stagnant,” said CDPH Director and State Public Health Officer Dr. Karen Smith. “Mosquito season in California peaks in October, making it critically important that Californians take action to empty even small amounts of water from our gardens and yards.”

To help control mosquitoes, check your yard weekly for water-filled containers. Clean and scrub bird baths and pet watering dishes weekly, and dump the water from dishes under potted plants. Contact your local vector control agency if you detect unusual numbers of mosquitoes or you are being bitten during the day.

The *Aedes aegypti* mosquito, an aggressive mosquito that bites during the day, has been detected in [12 California counties](#). This black-and-white striped mosquito has the potential to transmit Zika and other diseases, such as dengue fever, chikungunya and yellow fever. While the mosquito is especially active two hours after sunrise and several hours before sunset, it can also bite during the day. These mosquitoes often enter buildings through unscreened windows and doors and bite people indoors.

While there has been no local transmission of Zika in California, as of September 23, 302 travel-associated cases have been reported in the state.

Zika symptoms typically include a fever, rash, joint pain and red eyes. Most people infected with the Zika virus will not have symptoms, but Zika is a major concern in pregnant women because it can cause severe birth defects. In addition to Zika, West Nile virus, another mosquito-borne illness, continues to concern public health officials.

To prevent mosquito bites, apply repellents containing U.S. Environmental Protection Agency-registered ingredients such as DEET, picaridin, oil of lemon eucalyptus, or IR3535 to exposed skin and/or clothing (as directed on the product label). During the times mosquitoes are most active you should wear long- sleeve shirts, long pants, socks and shoes. Be sure window and door screens are in good condition to prevent mosquitoes from entering your home.

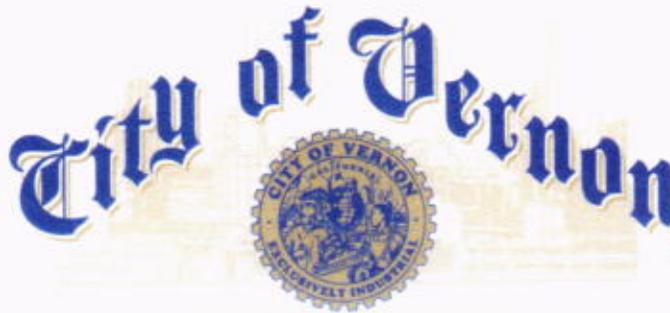
[More information about *Aedes aegypti* mosquitoes](#) can be found on the CDPH website and the U.S. Centers for Disease Control and Prevention [website](#).

www.cdph.ca.gov

RECEIVED

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CITY CLERK'S OFFICE



RECEIVED

OCT 03 2016

CITY ADMINISTRATION

09/10/4/14

POLICE DEPARTMENT

Daniel Calleros, Chief of Police

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 587-5171 Fax (323) 826-1481

October 3, 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., September 16, 2016 up to and including midnight of September 30, 2016.

Respectfully submitted,

VERNON POLICE DEPARTMENT

**DANIEL CALLEROS
CHIEF OF POLICE**

DC/dr

Exclusively Industrial

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/16/2016

Jurisdiction: VERNON

Last Date: 09/30/2016

Department	Complaint Type	Description	All Units	Primary Unit
VPD	10-6	OFFICER IS 10-6 C7.961.962.10-10, WASH. EQUIP	137	126
	10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	2	2
	10-96M	10-96 MARY (MAIL DETAIL)	5	5
	20001	INJURY HIT AND RUN	8	2
	20002	NON-INJURY HIT AND RUN	9	3
	20002R	NON-INJURY HIT AND RUN REPORT	9	6
	245R	ASSAULT WITH A DEADLY WEAPON REPORT	5	1
	314	INDECENT EXPOSURE	3	1
	415	DISTURBING THE PEACE	16	5
	417	BRANDISHING A WEAPON	4	1
	459	BURGLARY	4	1
	459A	AUDIBLE BURGLARY ALARM	128	61
	459R	BURGLARY REPORT	3	2
	459S	SILENT BURGLARY ALARM	3	2
	459V	BURGLARY TO A VEHICLE	1	1
	459VR	BURGLARY TO A VEHICLE REPORT	10	6
	476	FRAUD	6	2
	484	PETTY THEFT	4	1
	484R	PETTY THEFT REPORT	6	4
	487	GRAND THEFT	4	1
	487R	GRAND THEFT REPORT	3	2
	586	PARKING PROBLEM	10	9
	594	VANDALISM	6	2
	594R	VANDALISM REPORT	4	3
	602	TRESPASS	14	4
	901	UNKNOWN INJURY TRAFFIC COLLISION	6	3
	901T	INJURY TRAFFIC COLLISION	20	7
	902T	NON-INJURY TRAFFIC COLLISION	71	38
	902TR	NON-INJURY TRAFFIC COLLISION REPORT	8	5
	909T	TRAFFIC HAZARD	3	3
	911	911 MISUSE / HANGUP	4	2
	911A	CONTACT THE REPORTING PARTY	24	17
	917A	ABANDONED VEHICLE	4	2
	920PR	LOST PROPERTY REPORT	2	1
	925	SUSPICIOUS CIRCUMSTANCES	26	12
	ASTVFD	ASSIST VERNON FIRE DEPARTMENT	39	20
	BOSIG	BROKEN SIGNAL OR LIGHT	1	1
	BOVEH	BROKEN DOWN VEHICLE	18	14
	CITCK	CITATION CHECK	5	5
	CODE5	SURVEILLANCE/STAKE-OUT	1	1
	COP	COP DETAIL	2	2
	DEMOSTRA	DEMONSTRATION	2	1
	DET	DETECTIVE INVESTIGATION	13	7
	DETAIL	DETAIL	4	3
	DPTAST	DEPARTMENTAL ASSIST	8	5
	FILING	OFFICER IS 10-6 REPORT WRITING	48	48
	FU	FOLLOW UP	8	8
	GTAR	GRAND THEFT AUTO REPORT	3	2

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 09/16/2016

Jurisdiction: VERNON

Last Date: 09/30/2016

Department	Complaint Type	Description	All Units	Primary Unit
VPD	HBC	HAILED BY A CITIZEN	10	7
	ID THEFT RPT	IDENTITY THEFT REPORT	1	1
	ILLDPG RPT	ILLEGAL DUMPING REPORT	1	1
	KTP	KEEP THE PEACE	8	2
	MISPLOCATE	LOCATED MISSING PERSON REPORT	1	1
	PANIC ALARM	PANIC ALARM/DURESS ALARM	7	2
	PAPD	PUBLIC ASSIST-POLICE	3	2
	PATCK	PATROL CHECK	123	109
	PEDCK	PEDESTRIAN CHECK	58	34
	PLATE	LOST OR STOLEN PLATES REPORT	2	1
	PRSTRAN	PRISONER TRANSPORTED	7	6
	RECKLESS DF	RECKLESS DRIVING (23103)	2	1
	REPO	REPOSSESSION	1	1
	ROADRAGE	ROAD RAGE	5	2
	RR	RAIL ROAD PROBLEM	3	2
	SCAR	SUSPECTED CHILD ABUSE REPORT	1	1
	SEAACA	SEAACA ANIMAL CALLS	1	1
	SPEED	SPEED CONTEST OR SPEEDING (23109)	3	1
	SPEEDTRAIL	TO BE USED WHEN THE TRAILERS ARE DEPLOYE	1	1
	SUICIDE	SUICIDE ATTEMPT	9	2
	TRAFFIC STOI	TRAFFIC STOP	228	190
	VCK	VEHICLE CHECK	72	57
	VEH RELEASE	VEHICLE RELEASE	5	4
	WARRANT	WARRANT ARREST	1	1
	WELCK	WELFARE CHECK	12	5
Department:			1289	895
Overall:			1289	895

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 09/30/16

<u>TRAFFIC COLLISIONS</u>	<u>NO.</u>	<u>PROPERTY RECOVERED</u>
TOTAL	13	VEHICLES: \$37,500.00
NON-INJURY	7	
INJURY	6	
Pedestrian		
Fatalities		
City Property Damage		
Hit & Run (Misdemeanor)	4	
Hit & Run (Felony)	2	
Persons Injured	6	

<u>VEHICLES STORED</u>		<u>PROPERTY RECOVERED FOR OTHER DEPARTMENTS</u>
Unlicensed Driver	5	VEHICLES: \$0.00
Abandoned/Stored Vehicle	13	
Traffic Hazard		

<u>CITATIONS</u>	
Citations Iss (Prisoner Release)	9
Citations Iss (Moving)	120
Citations Iss (Parking)	28
Citations Iss (Total)	148
Hazardous	70
Non-Hazardous	49
Other Violations	1

CASES CLEARED BY ARREST
AR16-0292 CR16-1538 496(A) PC

**VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING 09/30/16

ADULT FELONY ARRESTS AND DISPOSITIONS

	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON			
BURGLARY			
DRIVING UNDER THE INFLUENCE	1		1
GRAND THEFT: AUTO			
PERSONATE TO MAKE OTHER LIABLE			
ROBBERY			
WARRANT (VERNON CASE)			
WARRANT (OUTSIDE AGENCY)			
TOTAL FELONY ARRESTS	1	0	1

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS

	MALE	FEMALE	TOTAL
DRIVE WHILE LICENSE SUSPENDED			
DRIVING UNDER THE INFLUENCE			
HIT AND RUN TRAFFIC ACCIDENT			
PETTY THEFT			
POSS. NARCOTIC PARAPHERNALIA			
POSS. STOLEN PROPERTY	1		1
VIOLATE COURT ORDER			
WARRANT (VERNON CASE)		1	1
WARRANT (OUTSIDE AGENCY)	1		1
TOTAL MISD. ARRESTS	2	1	3

JUVENILES DETAINED --- FELONY AND MISDEMEANOR

	MALE	FEMALE	TOTAL
BURGLARY			
MINOR POSS. OF ALCOHOL			
RUNAWAY			
VEHICLE THEFT			
WARRANTS (BENCH)			
TOTAL JUVENILES DET.	0	0	0

***** CORRECTED ***** TOTAL FELONY ARRESTS (ADULT) TO DATE: 95
 TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE: 192
 TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE: 8

TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE: 295

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/17/2016

Last Date: 09/17/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time				
													Depart	Remove	Comp		
20160918128	1015	RPT	09/17/2016	16:48:00	TRAFFIC STOP		SOTO // 58TH, VERNON										
						VPD	GERDA,PAUL, JR	*2L8				16:48:00					17:22:36
						VPD	OURIQUE,CARLO	2L11				16:55:32					16:56:29
						VPD	VELASQUEZ,RICI	2L12				16:55:30					17:22:38
20160918144	1015		09/17/2016	21:11:14	PEDCK		ALCOA AV // SLAUSON AV, VERNON										
						VPD	VILLEGAS,RICHA	*1L8				21:11:14					22:00:03
						VPD	HERNANDEZ,MIG	1L12				21:11:17					22:00:31
20160918149	1015	VS	09/17/2016	22:36:17			S ALAMEDA // 55TH, VERNON										
						VPD	HERNANDEZ,MIG	*1L12				22:39:06					00:24:19
						VPD	LUCAS,JASON	1L11				23:06:14					00:47:19
						VPD	VILLEGAS,RICHA	1L8				22:43:17					00:24:21
						VPD	ONOPA,DANIEL	1S1				22:39:52					00:15:28
						VPD	PEREZ,NICK	1XS1				22:40:35					

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/18/2016

Last Date: 09/18/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time			
													Depart	Remove	Comp	
20160918188	1015	RPT	09/18/2016 10:48:54	TRAFFIC STOP		VPD NEWTON,TODD VPD VELASQUEZ,RICH	PACIFIC // 54TH, VERNON				10:53:35	10:48:54	11:06:21			
											Department: VPD	Department: VPD	OCA Number: CR20161492	RMS Juris: CA0197300		
20160918223	VI	CITE	09/18/2016 17:46:56	TRAFFIC STOP		VPD ESTRADA,IGNACI VPD NEWTON,TODD	E 48TH // SANTA FE AV, VERNON	*2L4 2L6				17:46:56	17:50:06	18:20:32		
											Department: VPD	Department: VPD	OCA Number: CR20161493	RMS Juris: CA0197300		
20160918230	1015	CITE	09/18/2016 18:45:41	TRAFFIC STOP		VPD HERRERA,GUSTI VPD HERNANDEZ,MIG	E 46TH // PACIFIC BL, VERNON	*1L11 1L8			18:47:52	18:45:41	20:34:48			
											Department: VPD	Department: VPD	OCA Number: CR20161494	RMS Juris: CA0197300		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/19/2016

Last Date: 09/19/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Unit Time				
											Depart	Remove	Comp		
20160918268	RPT	09/19/2016	08:30:15	20001	MONICA AVILA BANDINI BL // ATLANTIC, VERNON										
					VPD VASQUEZ,LUIS	*2L5	08:31:13	08:31:15	08:32:04	08:32:04	08:49:20			08:59:45	
					VPD VALENZUELA,FEI	2L4		08:33:11	08:33:10		08:33:11				
					VPD VELASQUEZ,RICI	2L6		08:32:58							
20160918278	RPT	09/19/2016	10:06:46	PLATE	INTERMODA 3201 BANDINI BL, VERNON										
					VPD ENCINAS,ANTHO	*2L7	10:09:33	10:09:34							
					VPD VASQUEZ,LUIS	2L5		10:10:05	10:16:02		10:10:09			10:36:33	
20160918288	RPT	09/19/2016	12:15:20	484R	ARMANDO ALANIES 5525 S SANTA FE AV, VERNON										
					VPD MOSCOSO,CHRIS	*2STOF									13:26:01
20160918297	RPT	09/19/2016	13:43:03	20002R	ISMAEL 3137 E 26TH, VERNON										
					VPD NEWTON,TODD	*M1	13:44:41	13:44:42							
					VPD ENCINAS,ANTHO	2L7		13:45:19	13:48:37		13:45:21			14:29:01	
20160918300	RPT	09/19/2016	13:57:04	MISPLACE	4305 S SANTA FE AV, VERNON										
					VPD NEWTON,TODD	*M1		13:57:04							14:16:08
20160918301	RPT	09/19/2016	14:00:07	ID THEFT RPT	RUPERTO CEBALLOS 3851 S SANTA FE AV, VERNON										
					VPD MOSCOSO,CHRIS	*2STOF									14:59:49

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/20/2016

Last Date: 09/20/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Unit Time					
												Depart	Arrive	Remove	Comp		
20160918339	RPT	09/20/2016	06:23:59	901T	ADRIANA FLORES S SANTA FE AV // 38TH, VERNON	VPD	*1L12 1L11	06:26:01	06:26:21	06:26:55	06:29:31	06:53:18	06:53:19				
20160918343	CITE	09/20/2016	07:58:40		TRAFFIC STOP	VPD	PACIFIC BL // 53RD, VERNON										
20160918377	VI	09/20/2016	12:18:57	VCK		VPD	GAYTAN,LORENZ *2L5				07:58:40						08:27:20
20160918384	RPT	09/20/2016	12:18:57			VPD	GAYTAN,LORENZ	ALCOA AV // LEONIS BL, VERNON			12:18:57						12:48:31
20160918384	VI	09/20/2016	12:49:57	VCK		VPD	GAYTAN,LORENZ	ALCOA AV // MALBURG WY, VERNON			12:49:57						14:01:05

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/21/2016

Last Date: 09/21/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Unit Time			Remove	Comp
												Depart	Arrive			
20160918430	RPT	09/21/2016	09:46:34		SUICIDE	AGUSTIN CORTEZ	E 26TH // SANTA FE AV, VERNON									
	MET					WINEGAR, JERRY		*2L92		09:47:56	09:52:34	09:52:34				
						VALENZUELA, FEI		2L4		09:50:58	09:52:49	10:03:34				
						VASQUEZ, LUIS		2L7		09:51:00	09:52:51	10:20:32				
						CROSS, JEREMY		2S2		09:47:58	09:50:51	10:20:26				
						GRAY, BRANDON		5d30			10:16:26	10:03:37				13:47:36

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/22/2016

Last Date: 09/22/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Caller	Unit Time					
										Dispatch	Enroute	OnScene	Depart	Arrive	Remove
20160918473	RPT		09/22/2016	01:00:53	GTAR	VPD QUINONES,ANA	*1L5	01:05:37	01:05:38	01:09:07	Department VPD	OCA Number CR20161509	RMS Juris CA0197300		01:54:28
20160918476	RPT		09/22/2016	02:41:47	KTP	FARMER JOHN 3049 E VERNON AV. VERNON	*1L5	02:44:13	02:44:39	02:46:19	Department VPD	OCA Number CR20161510	RMS Juris CA0197300	04:11:08	06:44:37
						VPD QUINONES,ANA	1L4			03:05:50				06:02:04	
						VPD MADRIGAL,MARI/	1L6			03:03:53				06:38:45	
						VPD HERNANDEZ,EDV	1L7	02:44:15	02:44:41	02:45:54					06:44:37
						VPD SWINFORD,PHILL	1S1			03:05:52				06:30:54	
						VPD RODRIGUEZ,FER	1XS1			03:05:54				06:30:57	
20160918485	RPT		09/22/2016	08:26:53	VCK						Department VPD	OCA Number CR20161511	RMS Juris CA0197300		
	VI							E 38TH // IRVING, VERNON							
	CITE					VPD GAYTAN,LORENZ	*2L8			08:26:53					08:49:19
20160918489	RPT		09/22/2016	08:49:15	902T	JC SALES 2600 S SOTO, VERNON	*2L5		08:50:41	09:01:02	Department VPD	OCA Number CR20161512	RMS Juris CA0197300		09:41:19
20160918497	RPT		09/22/2016	10:00:24	20002R	JUAN CARLOS E 57TH // SANTA FE AV. VERNON	*2L4	10:05:04	10:05:12	10:09:20	Department VPD	OCA Number CR20161513	RMS Juris CA0197300		10:46:05
20160918498						VPD DOCHERTY,MICH									

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/22/2016

Last Date: 09/22/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time				
													Depart	Remove	Comp		
20160918498	RPT		09/22/2016	10:45:08	VCK	VPD	CERDA,EUGENIO	*2L5				10:45:08				11:30:03	
	VI						E 26TH // HARRIETT, VERNON										
	CITE																
20160918507	RPT		09/22/2016	12:27:27	459VR	VPD	CERDA,PAUL, JR	*2L6		12:29:17	12:29:31	12:31:52					14:30:31
							ANTHONY HUAZ										
							3333 DOWNEY RD, VERNON										
20160918508	RPT		09/22/2016	12:44:26	459VR	VPD	CERDA,PAUL, JR	*2L4		12:46:36	12:47:00	12:53:55					14:20:12
							RALPH SEJA										
							4550 SEVILLE AV, VERNON										
							DOCHERTY, MICH										
							CERDA, EUGENIO										
							CERDA, PAUL, JR										
							REYNA, JOSE S										
20160918509	RPT		09/22/2016	12:46:32	901T	VPD	REYNA, JOSE S	*2L7									13:09:29
							3828 S SANTA FE AV, VERNON										
20160918515	RPT		09/22/2016	14:05:09	902T	VPD	VALENZUELA, FEI	*2Z8									14:39:43
							SLAUSON // SOTO, VERNON										
							Perez, Nick										
20160918524	RPT		09/22/2016	14:06:21	2S2	VPD	Perez, Nick										14:38:00

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/23/2016

Last Date: 09/23/2016

Jurisdiction:

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
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Unit Time

* Denotes Primary Unit

* No Reports *

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/26/2016

Last Date: 09/26/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Caller	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20160918784	RPT	09/26/2016	08:00:56	484R	WJL DISTRIBUTORS 2955 LEONIS BL, VERNON	VPD VASQUEZ,LUIS	*2L11	08:01:41	08:05:14	08:08:36	Department: VPD	OCA Number CR20161527	RMS Juris CA0197300		08:30:35	
20160918785	UTL RPT	09/26/2016	08:08:43	459VR	RENAN PACIFIC BL // 49TH, VERNON	VPD VELASQUEZ,RICI VPD VALENZUELA,FEI	*2L12 2L8	08:09:48	11:39:48	08:11:25 08:20:37	Department: VPD	OCA Number CR20161529	RMS Juris CA0197300		12:42:30 08:28:36	
20160918794	RPT	09/26/2016	09:30:03	459V	TRI STATE SURGICAL 4341 E DISTRICT BL, VERNON	VPD VASQUEZ,LUIS	*2L11	09:37:39	09:42:53	09:42:53	Department: VPD	OCA Number CR20161528	RMS Juris CA0197300		10:12:23	
20160918803	REPO	09/26/2016	12:18:03	REPO	3046 E 50TH, VERNON	VPD RECORDS BUREAU	*recd	12:20:45	12:20:45	12:20:45	Department: VPD	OCA Number CR20161530	RMS Juris CA0197300		12:40:27	
20160918818	RPT	09/26/2016	15:05:32	902T	STEVEN BANDINI BL // ATLANTIC BL, VERNON	VPD VASQUEZ,LUIS	*2L11	15:06:23	15:06:42	15:16:04	Department: VPD	OCA Number CR20161532	RMS Juris CA0197300		16:13:04	
20160918819	RPT	09/26/2016	15:30:32	902T	ARTURO AVENA S ALAMEDA // 26TH, VERNON	VPD VALENZUELA,FEI VPD ESTRADA,IGNACI VPD NEWTON,TODD	*2L8 2S2 M1	15:31:08	15:32:23	15:36:10 15:40:12 15:37:26	Department: VPD	OCA Number CR20161531	RMS Juris CA0197300		16:12:30 16:12:30 16:04:57	

Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/27/2016

Last Date: 09/27/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller	Address	Unit	Dispatch	Enroute	OnScene	Unit Time				
													Depart	Remove	Comp		
20160918853	RPT		09/27/2016	07:49:46	484R	CHUCK REED	CHUCK REED	2626 E 26TH, VERNON									
						VPD NEWTON, TODD	*M1	07:53:36									
						VPD VALENZUELA, FEI	2L6										
20160918890	RPT		09/27/2016	13:20:16													
	1015																
						VPD RAMOS, JOSE		4305 S SANTA FE AV, VERNON									
20160918892	RPT		09/27/2016	13:54:33													
						VPD RECORDS BUREAU		4305 S SANTA FE AV, VERNON									

* Denotes Primary Unit

Department
VPD

OCA Number
CR20161533

RMS Juris
CA0197300

07:56:36

08:27:07

13:47:41

Department
VPD

OCA Number
CR20161534

RMS Juris
CA0197300

13:54:33

14:31:32

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/29/2016

Last Date: 09/29/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Dispatch	Enroute	OnScene	Unit Time			
												Departmen	OCA Number	Arrive	Remove
20160918966	RPT	09/29/2016	06:58:45	911A	SAL PRECIADO 2360 E VERNON AV. VERNON	*2L4	VPD	DOCHERTY, MICH	10:03:08	10:07:20	10:46:55	VPD	CR20161536	RMS Juris CA0197300	07:42:38
20160918975	1015 RPT	09/29/2016	10:00:58	484R	PROMATE PRODUCE 4280 MAYWOOD AV. VERNON	*2L5 2L6	VPD	REYNA, JOSE S CERDA, EUGENIO	10:02:38 10:40:02	10:03:08 10:40:03	10:07:20 10:46:55	VPD	CR20161538	RMS Juris CA0197300	12:07:21
20160918976	RPT	09/29/2016	10:19:10	901T	2105 E 25TH. VERNON	*2L4 2L6	VPD	DOCHERTY, MICH CERDA, EUGENIO	10:19:10 10:20:34	10:19:10 10:20:34	10:20:59	VPD	CR20161537	RMS Juris CA0197300	11:11:52
20160918979	RPT VI CITE	09/29/2016	11:13:39	TRAFFIC STOP	BANDINI BL // DOWNEY RD. VERNON		VPD	GAYTAN, LORENZ	11:13:39	11:13:39	11:13:39	VPD	CR20161539	RMS Juris CA0197300	12:07:47
20160918993	RPT VS	09/29/2016	18:40:00	20002	NEPTUNE FOODS 4510 S ALAMEDA. VERNON	*2L4 1L4 1L6 2L5 2L6	VPD	DOCHERTY, MICH ONOPA, DANIEL ONOPA, DANIEL REYNA, JOSE S CERDA, EUGENIO	18:41:25 18:57:35 19:00:35 18:52:26 18:41:27	18:42:49 19:05:29 19:14:40 18:52:26 18:42:51	18:42:49 19:05:29 19:14:40 18:52:26 18:42:51	VPD	CR20161540	RMS Juris CA0197300	19:22:52 19:50:31 19:50:31 19:25:18 19:00:37

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/30/2016

Last Date: 09/30/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time					
													Departmen	OCA Number	Remove	Comp		
20160919022	VS		09/30/2016	03:56:07	901T	SANDRA	S INDIANA // BANDINI BL, VERNON											
	RPT					VPD	MADRIGAL,MARI/	*1L5			03:57:50	04:32:01	Department	OCA Number	RMS Juris			
						VPD	VILLEGAS,RICHA	1L4			04:00:26		VPD	CR20161541	CA0197300			
						VPD	ONOPA,DANIEL	1L6			03:58:38					05:47:33		
						VPD	HERNANDEZ,EDV	1L7			03:57:54	03:59:40				04:31:58		
																05:47:06		
20160919027	RPT		09/30/2016	05:44:17	902T	BENNY	3163 E VERNON AV, VERNON											
						VPD	ONOPA,DANIEL	*1L6			05:45:19	05:46:55	Department	OCA Number	RMS Juris			
						VPD	VILLEGAS,RICHA	1L4			05:47:36		VPD	CR20161542	CA0197300	06:37:38		
						VPD	HERNANDEZ,EDV	1L7			05:47:06	05:48:57				05:49:44		
																05:49:29		06:37:51
20160919031	RPT		09/30/2016	07:00:02	20002R	DANNY MARQUEZ	E VERNON AV // SANTA FE AV, VERNON											
						VPD	OURIQUE,CARLO	*2L12			07:04:45	07:08:57	Department	OCA Number	RMS Juris			
													VPD	CR20161543	CA0197300	07:38:23		
20160919033	RPT		09/30/2016	07:15:53	459R	US GARMENT	4440 E 26TH, VERNON											
						VPD	CERDA,PAUL, JR	*2L11			07:20:29	07:29:44	Department	OCA Number	RMS Juris			
													VPD	CR20161544	CA0197300	10:21:08		
20160919034	RPT		09/30/2016	07:54:36	902T	EDWIN	3251 E 26TH, VERNON											
						VPD	REYNA,JOSE S	*2L8			07:56:00	08:03:32	Department	OCA Number	RMS Juris			
						VPD	CERDA,PAUL, JR	2L11			08:31:46		VPD	CR20161545	CA0197300	08:57:05		
						VPD	OURIQUE,CARLO	2L12			08:02:51					08:57:04		
																08:10:24		
20160919035																		

VERNON POLICE DEPARTMENT

Call Log Report Type All Unit Times and Location with OCA's

First Date: 09/30/2016

Last Date: 09/30/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Caller	Dispatch	Enroute	OnScene	Depart	Remove	Comp
20160919035	RPT	09/30/2016	08:09:17	901	CLAUDIA QUEZADAS PACIFIC BL // LEONIS BL, VERNON										
					VPD CHAVEZ,JERRY,J	*2S2				08:10:18					
					VPD OURIQUE,CARLO	2L12				08:11:16	08:13:22			08:37:05	08:41:47
20160919046	RPT	09/30/2016	13:45:48	901T	KARINA SANTA FE // VERNON, VERNON										
					VPD OURIQUE,CARLO	*2L12				13:46:41	13:47:12				
					VPD CERDA,PAUL, JR	2L11				13:53:36	13:53:49			14:30:41	15:16:03
					VPD REYNA,JOSE S	2L8				13:46:48	13:47:11			14:30:43	
					VPD CHAVEZ,JERRY,J	2S2								14:12:12	
20160919053	RPT	09/30/2016	15:42:55	487R	MILLENIUUM 4646 HAMPTON, VERNON										
					VPD REYNA,JOSE S	*2L8				15:44:44	15:44:45				
20160919066	RPT	09/30/2016	21:34:48	594R	YOUNG STAR TOYS 4827 E 49TH, VERNON										
					VPD HERNANDEZ,MIG	*1L11				21:37:53	21:44:34				

* Denotes Primary Unit

RECEIVED

OCT 1 2 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 1 1 2016

CITY ADMINISTRATION

CF 10-12-16

STAFF REPORT

PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

Consent

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Derek Wieske, ^{PW} Director of Public Works, Water and Development Services Department
Originator: Claudia Arellano, Stormwater & Special Projects Analyst ^{CF}

RE: Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement

Recommendation

- A. Find that approval of the Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement (JEPA) (hereinafter referred to as the "Fifth Amended JEPA") (copy attached) is exempt from California Environmental Quality Act ("CEQA") review, because it is a government fiscal 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. Approval to enter into the Fifth Amended JEPA between the Orangeline Development Authority and the Members listed on Exhibit A of the Fifth Amended JEPA for the Eco-Rapid Transit Project; and
- C. Authorize the City Administrator to execute the Fifth Amended JEPA.

Background

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California.

On August 27, 2003 the City Council adopted Resolution No. 8267 approving and authorizing the execution of an Orangeline Development Authority Joint Exercise of Powers Agreement and

approving the City's member dues. The Eco-Rapid Transit JPA currently consists of 13 members including the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Glendale, Huntington Park, Maywood, Paramount, South Gate, Vernon, and the Burbank-Glendale-Pasadena Airport Authority.

Discussion

At the Eco-Rapid Transit Board of Directors' meeting on January 13, 2016, the Board of Directors approved the Fifth Amended JEPA. The Fifth Amended JEPA adds authority for the city members to appoint alternates who are not only elected officials, as was the case in the past, but also could be city employees or residents of the city they are representing. The Fifth Amended JEPA also incorporates all previous amendments; corrects Section 3.2(d) of the JEPA by replacing City of Bell with City of Bell Gardens as the alternative city for establishing the limitations on the JEPA, and; eliminates references to Eco-Rapid Transit being a transit "operator" and links the Statement of Purpose to transit improvements. The City Attorney's office has reviewed and approved as to form the Fifth Amended JEPA.

Fiscal Impact

There is no fiscal impact with the approval to enter into and authorize the City Administrator to execute the Fifth Amended JEPA for the Eco-Rapid Transit Project. The membership dues for Fiscal Year 2016/2017 of \$11,877.20 were budgeted and paid for from the City Administration budget. The membership dues are based on population, track miles and a station fee.

Attachments

- 1) Fifth Amended JEPA

ORANGELINE DEVELOPMENT AUTHORITY

FIFTH AMENDED

JOINT EXERCISE OF POWERS AGREEMENT

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**ORANGELINE DEVELOPMENT AUTHORITY
FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

THIS FIFTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the 13th day of January, 2016

WITNESSETH

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1st to and including the following June 30th or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” or “Eco-Rapid Transit” means development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth and maximize ridership throughout Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the

Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient.

ARTICLE III POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

- (a) pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and
- (b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and
- (c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and
- (d) make and enter into any other contracts; and

- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain or dispose of (subject to the limitations herein) any buildings, works or improvements, as needed to achieve the purposes of the Authority; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale, as needed to achieve the purposes of the Authority; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

Section 3.2 Specific Powers.

(a) Financial.

- (1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any

kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

- (b) **Condemnation.** The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.
- (c) **Parkland Maintenance.** The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.
- (d) **Manner of Exercise.** For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell Gardens, a general law city.
- (e) **Compliance with CEQA and NEPA.** The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.
- (f) **Contributions.** Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered

after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) **Expulsion.** A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) **Withdrawal.** Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon by this Agreement or voluntarily incurred by the Party pursuant to Paragraph 3.7(a)(7) of this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) **Termination of Authority.**

(1) **Causes.** The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) **Limitations**

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessarily cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

ARTICLE IV

ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole

discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

Section 4.2 Board

(a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors shall be current members of the governing body of their appointing Member with the exception of the Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. The Alternate Directors from the remaining City Members shall be employed by or reside in the City by whom they were appointed. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original

appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

By:

(date)

ATTEST:

By:

(Seal)

APPROVED AS TO FORM:

By:

EXHIBIT A

Burbank-Glendale-Pasadena
 Airport Authority
City of Anaheim
City of Artesia
City of Bell
City of Bell Gardens
City of Bellflower
City of Buena Park
City of Burbank
City of Cerritos
City of Commerce
City of Compton
City of Cudahy
City of Cypress
City of Downey
City of Fullerton
City of Garden Grove
City of Glendale
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Irvine
City of La Habra
City of La Mirada
City of La Palma
City of Lakewood

City of Lancaster
City of Long Beach
City of Los Alamitos
City of Los Angeles
City of Lynwood
City of Montebello
City of Maywood
City of Norwalk
City of Orange
City of Palmdale
City of Paramount
City of Pasadena
City of Pico Rivera
City of San Fernando
City of Santa Ana
City of Santa Clarita
City of Santa Fe Springs
City of Seal Beach
City of South Gate
City of Stanton
City of Tustin
City of Vernon
City of Westminster
City of Whittier
County of Los Angeles
County of Orange



RECEIVED

OCT 13 2016

CITY CLERK'S OFFICE

STAFF REPORT CITY ADMINISTRATION

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Carlos R. Fandino, Jr., City Administrator *CFJ*
Originator: Diana Figueroa, Administrative Analyst

RE: Appointment of Interim Fire Chief

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 Andrew Guth to serve as the Interim Fire Chief effective October 12, 2016.

Background

Fire Chief Wilson retired from the City of Vernon effective October 11, 2016. In order to ensure that the Fire Department is not without leadership, to maintain efficient operations, and to comply with Human Resources Policies and Procedures, it is recommended that Andrew Guth be appointed as Interim Fire Chief, effective October 12, 2016, until a permanent Fire Chief is selected.

As a Battalion Chief, Mr. Guth presently serves in a management level role in the Fire Department and is cognizant of the responsibilities and duties associated with the Fire Chief position. Mr. Guth has 28 years of experience in the Fire Department at the City of Vernon and has served in several capacities during his professional career, progressing through the ranks of Firefighter, Engineer, Captain, Assistant Chief, and now Battalion Chief. As such, he is familiar with the intricacies of the City's infrastructure, internal staff, and public.

Additionally, Mr. Guth possesses a Bachelor's degree in Fire Science from Columbia Southern University along with a multitude of professional certifications/licenses that enhance his understanding of the components required to effectively plan, design, implement, and maintain solutions within the Fire Department that directly impact the constituents of Vernon.

Given Mr. Guth's qualifications, education, work experience, training and familiarity with the Fire Department's programs, policies, and procedures, he is well suited to serve as the Interim Fire Chief.

The Human Resources Department is currently conducting an executive recruitment to fill the position of Fire Chief on a permanent basis. Staff will keep Council apprised of the status of the recruitment as it progresses. It is anticipated that the first round of interviews will take place in the first week of November.

Fiscal Impact

The cost incurred by filling the Fire Chief position on an interim basis with an existing staff member will be absorbed in the existing department budget for 2016/2017.

Attachment(s)

1. Resolution Appointing Interim Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VERNON APPOINTING ANDREW GUTH TO SERVE AS THE
INTERIM FIRE CHIEF OF THE CITY OF VERNON

WHEREAS, on October 11, 2016, Michael A. Wilson retired as Fire Chief of the City of Vernon; and

WHEREAS, the City Council of the City of Vernon requested to fill the Fire Chief vacancy on an Interim basis during the City's ongoing executive search for a permanent Fire Chief; and

WHEREAS, the City Council of the City of Vernon desires to appoint Battalion Chief Andrew Guth to serve as Interim Fire Chief while the City conducts an executive recruitment to fill the position of Fire Chief on a permanent basis.

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 under the California Environmental Quality Act (CEQA), 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. Furthermore, even if it were a project, because such activity will not have any effect on the environment, this action would be exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby appoints Andrew Guth to serve as the Interim Fire Chief of the City of Vernon, effective October 18, 2016, until such time as the City Council approves his removal or appoints another person to the position of Fire Chief.

SECTION 4: 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.

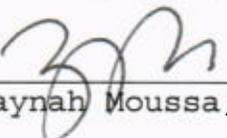
APPROVED AND ADOPTED this 18th day of October, 2016.

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, October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of October, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

RECEIVED

OCT 12 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 11 2016

CITY ADMINISTRATION

OK 10-12-14

**STAFF REPORT
CITY CLERK DEPARTMENT**

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Maria E. Ayala, City Clerk *MA*
Originator: Matthew Ceballos, Deputy City Clerk *MC*

RE: A Resolution of the City Council of the City of Vernon Excusing Luz Martinez from Attendance at Meetings of the City Council and Boards and Commissions from September through October 2016

Recommendation

- A. Find that excusing the absences of Councilmember Luz Martinez is exempt from California Environmental Quality Act ("CEQA") review, because it is an organizational or administrative activity of government 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. Moreover, even if the activity in question were a project, it would be exempt from CEQA review, 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. Adopt a Resolution of the City Council of the City of Vernon excusing Luz Martinez from attendance at meetings of the City Council and Boards and Commissions from September through October 2016.

Background

Chapter 3.8(a) of the Vernon Municipal Charter requires the City Council to give permission or excuse absences:

"Absence from three consecutive regular meetings of the Council without permission of, or excuse by, the Council, for absence from at least one of those meetings expressed in its official minutes..."

Councilmember Luz Martinez has missed or will miss the following Council Meetings due to medical reasons:

September 20, 2016 – Regular City Council Meeting

October 4, 2016 – Regular City Council Meeting

October 18, 2016 – Regular City Council Meeting

Fiscal Impact

There is no fiscal impact.

Attachment(s)

Draft Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON EXCUSING LUZ MARTINEZ FROM ATTENDANCE AT MEETINGS OF THE CITY COUNCIL AND BOARDS AND COMMISSIONS FROM SEPTEMBER THROUGH OCTOBER 2016

WHEREAS, the City of Vernon (the "City") is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, Chapter 3.8(a) of the City of Vernon Charter states that one of the grounds for forfeiture of a councilmembers office is the absence from three consecutive regular meetings of the Council without the permission or excuse of the Council; and

WHEREAS, the City Council desires to excuse Luz Martinez from all the meetings of the City Council as well as all meetings of other boards and commissions from September through October 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 under the California Environmental Quality Act (CEQA), because it is an organizational or administrative activity of government 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. Moreover, even if the activity in question were a project, it would be exempt from CEQA review, in accordance with Section 15061(b)(3), the general rule

that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby excuses and/or permits Luz Martinez from attendance at all City Council meetings as well as all other meetings of Boards and Commissions from September through October 2016.

SECTION 4: 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 18th day of October, 2016.

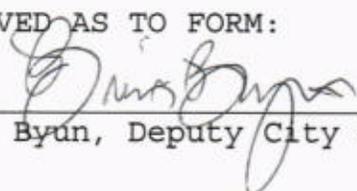
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:



Brian Byun, 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, October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ____ day of October, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

RECEIVED

OCT 18 2016

CITY CLERK'S OFFICE



RECEIVED

OCT 12 2016

CITY ADMINISTRATION

CA 10-13-16

STAFF REPORT
GAS & ELECTRIC DEPARTMENT

DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Kelly Nguyen, Director of Vernon Gas & Electric *KN*
Originator: Abraham Alemu, Electric Resources Planning & Development Manager

RE: Establishment of the City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2017

Recommendation

- A. Find that the approval of the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2017 referenced in this document is exempt under the California Environmental Quality Act (CEQA), because it is an administrative activity and therefore does not constitute a "project" under CEQA Guidelines section 15378(b)(2); and even if the adoption of the proposed item did constitute a project, it would be exempt 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. Adopt the Resolution establishing the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2017 that adopts:
1. The approval of the coincident peak Demand Forecast for 2017;
 2. The approval to retain the same 15% Reserve Margin for planning purposes;
 3. The approval of the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources;
 4. The approval of the City's annual and monthly Resource Adequacy and Supply data;
 5. The approval of the Resource Adequacy resources that will be counted on to satisfy the City's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement for 2017.
- C. Authorize staff to submit this City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2017 and the Monthly Resource Adequacy and Supply data to the CAISO.

Background

The California Independent System Operator (CAISO) as the electric grid operator is responsible for maintaining a reliable electric grid. One of the keys to maintaining a reliable grid is to ensure that the electric system has adequate resources it needs to meet its electric demand. To do this the CAISO has established provisions in its Tariff that are intended to ensure that Load Serving Entities (LSE), such as the City of Vernon, will secure sufficient resources to meet their customer's energy demands. Pursuant to Section 40 of the CAISO Tariff LSEs must provide to the CAISO annually a Resource Adequacy demonstration or plan. The Resource Adequacy demonstration must include (1) a coincident peak Demand Forecast, (2) Reserve Margin, (3) Qualifying Capacity Criteria, (4) an annual and monthly Resource Adequacy and Supply data, and (5) a list of Resource Adequacy Resources that will be counted on to satisfy its Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement.

- (1) **Coincident peak Demand Forecast:** is defined as the amount of the City of Vernon's load that contributes to the CAISO system peak. This is calculated by first establishing a monthly peak demand for the upcoming year. A monthly peak demand is established by taking the latest highest metered energy demand for the month and applying the projected load growth rate. Based on staff analysis, the projected load growth for 2017 is set at 0%. To establish the monthly energy demand for 2017, Staff has used the most recent 12 month highest monthly energy demand and applied a 0% load growth with an adjustment to November and December of 3 MW to reflect the expansion of a current customer. Once the peak demand forecast is established, each monthly peak demand is multiplied by a coincident peak factor to establish the monthly coincident peak demand forecast. The coincident peak factor is calculated and provided to the City of Vernon annually by the California Energy Commission. It is the percentage of the City of Vernon's energy demand at the time of the CAISO system's peak demand. Mathematically, the Coincident peak Demand Forecast for 2017 is equal to the peak demand forecast and multiplied by the coincident peak demand factor.
- (2) **Reserve Margin:** is defined as the amount of Resource Adequacy Capacity that an LSE must maintain above its coincident peak Demand Forecast. Pursuant to the CAISO Tariff, a LSE must establish a Reserve Margin of no less than 15%. Historically the City of Vernon has established its Reserve Margin at 15%.
- (3) **Qualifying Capacity Criteria:** a Load Serving Entity must provide the CAISO with a description of the criteria that will be used to determine the type of resources that can be used to meet its capacity obligation and the amount of capacity (Qualifying Capacity) from such resources. The City of Vernon has elected to use the following resources to meet its capacity needs and the qualifying capacity from each of them.
 - a. Power supply contract/s entered through WSPP Agreement (MRTU Amendment) and defined as any SC-to-SC traded product for which an IST (Inter-SC Trades) can be submitted to the CAISO.
 - b. Vernon Purchase Power Contract with SCPPA for SCPPA's share of the Palo Verde Generating Station. The qualified capacity shall be 4.9% of SCPPA share of the Palo Verde Generating Station.

- c. The contract between the United States Department of Energy Western Area Power Administration Boulder Canyon Project and the City of Vernon. The Qualifying Capacity will be based on the most current schedule for the available capacity from the Boulder Canyon Project.
- d. The generating units and system units within the City of Vernon's electric system. The amount of qualifying capacity of such units will be based on the projected dependable gross output capacity on a day when the ambient air temperature is 90 degrees Fahrenheit.
- e. Capacity from a Participating Generator, System Unit or a System Resource as defined in the CAISO Tariff.
- f. Interruptible Service agreements between the City of Vernon and its electrical customers. The qualifying capacity will be based on the contracted amount the electrical customer has agreed to interrupt either by a request from CAISO or upon an unscheduled outage of the Malburg Generating Station or any other generating unit internal to the City's electric system.

- (4) **Annual and monthly Resource Adequacy and Supply data:** each annual and monthly Resource Adequacy and Supply data must be submitted to the CAISO on the established templates and on the set schedule dates. The Resource Adequacy data templates shall identify all of the qualified resources committed to meet the City's resource adequacy obligations and the adopted Reserve Margin. The Supply data templates list only those resources that the City owns or is responsible for scheduling with the CAISO. Monthly Resource Adequacy and Supply data templates will be consistent with the data submitted in the Annual Resource Adequacy and Supply data templates and may be adjusted for seasonal variations in the City's load or changes in its contracted/owned resource.
- (5) **Local Capacity Requirement:** On an annual basis the CAISO publishes a technical study that determines the amount of capacity resources needed in the Los Angeles Basin area that must be available to the CAISO. Based on this study the CAISO allocate the amount of local capacity the City of Vernon must make available each month. The City of Vernon must then include in its Resource Adequacy Plan the list of local resources that will meet its Local Capacity Requirement. These resources must be listed and submitted to the CAISO in the approved Resource Adequacy data template. The data templates will include the generating units and system units within the City of Vernon's electric system.
- (6) **Flexible Resource Adequacy Capacity Requirement:** On an annual basis the CAISO conducts and publishes the results of a study that determines the Flexible Capacity Need for the CAISO Balancing Authority Area. The need for flexible capacity is a result of the CAISO managing a greener grid. The increase of variable energy resources and distributed generation has presented significant challenges to grid reliability. The CAISO determines and allocates the flexible resource adequacy requirement to each LSE. The tariff requires LSEs to have sufficient resources that could ramp up and down quickly and have the potential to start and shut down multiple times per day i.e. flexible capacity. LSEs are required to include both an annual and monthly Flexible Resource Adequacy capacity

showings in the Resource Adequacy data template. The City of Vernon must then include in its Resource Adequacy Plan the list of Flexible Resource Adequacy resources that will meet its requirement. These resources must be listed and submitted to the CAISO in the approved Resource Adequacy data template.

Consistent with the CAISO Tariff requirements, Staff has prepared the City of Vernon Gas & Electric Department's Resource Adequacy Plan for 2017 for City Council approval.

Fiscal Impact

None

Attachments

1. Resolution Establishing the City of Vernon Gas & Electric Department Resource Adequacy Plan for 2017

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND ADOPTING THE VERNON GAS & ELECTRIC DEPARTMENT RESOURCE ADEQUACY PLAN FOR 2017, WHICH INCLUDES THE PEAK DEMAND FORECAST, THE PLANNING RESERVE MARGIN, THE QUALIFYING CAPACITY CRITERIA AND THE QUALIFYING CAPACITY FROM SUCH RESOURCES, CITY'S RESOURCE ADEQUACY AND SUPPLY DATA AND APPROVES THE RESOURCES USED TO SATISFY THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR'S TARIFF REQUIREMENTS

WHEREAS, the City of Vernon (the "City") is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy; and

WHEREAS, the City has executed a Metered Subsystem Agreement ("MSS Agreement") with the California Independent System Operator ("CAISO"); and

WHEREAS, the City is considered a Load Serving Entity ("LSE") under certain terms of the CAISO's Tariff ("Tariff"); and

WHEREAS, the Tariff requires each LSE to establish and submit to CAISO an annual Resource Adequacy Plan, which includes a peak Demand Forecast, a Reserve Margin, Qualifying Capacity Criteria, and a Supply Plan; and

WHEREAS, the Tariff requires each LSE to submit monthly Resource Adequacy Plans and Supply Plans; and

WHEREAS, the City has reviewed the historical and expected demand for and supplies of electricity within its distribution system, including the likely peak demand for electricity within the City's distribution system throughout 2017, the available generation and other capacity to serve that demand, and constraints which might impact the

availability of capacity to serve the City's projected peak demand; and

WHEREAS, based upon that review, the City finds that the peak demand for electricity within the City's distribution system throughout 2017 is likely to experience load growth of approximately 0% as compared to the same months of the prior year; and

WHEREAS, based upon that review, the City finds that the default 15% Reserve Margin set forth in the Resource Adequacy provisions of the MRTU Tariff is sufficient for planning purposes; and

WHEREAS, based upon that review, the City finds that the Qualifying Capacity Criteria specified in the City of Vernon Demand Forecast for 2017, Planning Reserve Margin, Qualifying Capacity Criteria and Annual Resource Adequacy and Supply Plan are sufficient and appropriate to be used in determining the amount of Qualifying Capacity needed to meet the City's projected peak monthly demand and 15% Reserve Margin.

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 under the California Environmental Quality Act (CEQA), because it is an administrative activity and therefore does not constitute a "project" under CEQA Guidelines section 15378(b)(2); and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 3: The City Council of the City of Vernon hereby

approves and adopts the Gas & Electric Department Resource Adequacy Plan for Calendar Year 2017 (the "Annual Resource Adequacy Plan"), which includes the peak Demand Forecast, the Planning Reserve Margin, the Qualifying Capacity Criteria and the Qualifying Capacity from such resources, the annual Resource Adequacy and Supply data, and the Resource Adequacy resources that will be used to satisfy the City's Local Capacity Requirement for 2017, which is attached hereto as Exhibit A.

SECTION 4: 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 18th day of October, 2016.

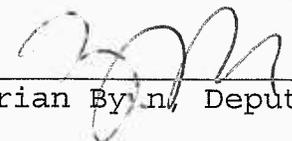
Name: _____

Title: Mayor / Mayor Pro-Tem

ATTEST:

City Clerk / Deputy City Clerk

APPROVED AS TO FORM:

for  _____
Brian Byrn, 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, October 18, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this _____ day of October, 2016, at Vernon, California.

City Clerk / Deputy City Clerk

(SEAL)

EXHIBIT A

City of Vernon

Gas & Electric Department

Resource Adequacy Plan

Calendar Year 2017

Background:

The Resource Adequacy provisions of the CAISO's Tariff require the Scheduling Coordinator ("SC") of a Load Serving Entity ("LSE") such as the City of Vernon to establish and submit the following information upon approval from its Local Regulatory Authority. (1) a Coincident Peak Demand Forecast for its load, (2) a Reserve Margin used for planning purposes, (3) the Qualifying Capacity Criteria that will be used for determining qualifying resource types and the Qualifying Capacity from such resources, (4) an annual and monthly Resource Adequacy and Supply data, and (5) a list of the resource that will be used to satisfy the LSE's Local Capacity Requirement and Flexible Resource Adequacy Capacity Requirement showing.

Staff has prepared this "City of Vernon Gas & Electric Department's Resource Adequacy Plan for Calendar Year 2017 consistent with the CAISO Tariff requirements. The following is a discussion of each of the CAISO Tariff requirements and how the City will meet each requirement.

Coincident Peak Demand Forecast:

Vernon's municipal load resides within the CAISO control area. The CAISO, as the balancing authority, has the responsibility for meeting reliability criteria established by the Western Electricity Coordinating Council ("WECC"). As such the CAISO has entered into agreements with various market participants including, but not limited to, Generators, Scheduling Coordinators, Participating Transmission Owners, Utility Distribution Companies, and Metered Subsystems ("MSS"), which impose certain responsibilities on parties to establish a reliable system. One of those responsibilities is to have operating reserves that meet the WECC minimum requirements.

The CAISO's goal in considering reserve requirements is to balance available capacity with demand across the entire CAISO control area and, therefore, CAISO's primary concern is with the time and amount of peak demand on the CAISO-controlled transmission system (the "system peak"). In order to reduce demand during the period of the system peak (and, therefore, to lower the peak demand on the transmission system), utilities generally offer retail rate structures designed to encourage load shifting away from the on-peak period. Such efforts

are intended to achieve on-peak demand reduction and lower the need to build new generation to meet peak demand. Vernon has adopted such a rate structure and has succeeded in shifting the peak demand period for Vernon's system to a time that is generally earlier than the time of the CAISO system peak.

Vernon's share of needed capacity to meet CAISO control area capacity requirements may be established by determining the amount of Vernon's load that contributes to the CAISO system peak. Vernon's load that contributes to the CAISO system peak is the City of Vernon Coincident peak Demand. The process to establish Vernon's monthly coincident peak Demand Forecast consists of the following three steps:

1. Establish Monthly Vernon System Peak Demand Forecast for 2017

To establish Vernon's System peak demand forecast, Staff performs an analysis on the year to year change in the City's energy demand peaks during a five-year period. Based on the results of the analysis, staff forecasts a load growth rate for the coming calendar year (Exhibit 1). This year's analysis shows that for the period between 2012 and 2016, the City of Vernon system peak demand has decreased 0.3%. Closer review of Exhibit 1 reveals that the decreases in system peak demand from 2015 to 2016 is 1.510%. Based on the current load trend and recent history of years of stagnation, Staff concluded no load growth forecast is appropriate for calendar year 2017 with the exception of November and December. November and December will be adjusted up by 3MW to reflect the expansion of one of our current customer. Exhibit 2 shows the determination of the projected system peak demand for 2017 that incorporates no load growth with an adjustment of 3 MW for November and December. The projected system peak demand for the City of Vernon is also shown below in Table 1.

Table 1

	Projected Load
2017	MW
January	175.63
February	178.00
March	178.24
April	178.02
May	177.62
June	184.84
July	184.30
August	189.43
September	186.46
October	185.95
November	173.62
December	173.56

2. Establish Coincidental Peak Factor

The coincidental peak factor is the percentage of the City of Vernon’s energy demand at the time of the CAISO system peak demand. As set forth in Section 40 of the CAISO Tariff, the coincidental peak factor for each month has been calculated and provided to the City annually by the California Energy Commission (CEC). The monthly coincidental peak factor is shown in column C of Exhibit 3.

3. Calculate Monthly Coincident Peak Demand Forecast

The City of Vernon’s Coincident Peak Demand forecast is calculated as the mathematical product of the City of Vernon’s forecasted System peak demand and the coincidental peak factor. This reflects the City of Vernon’s projected demand at the time of the CAISO system peak demand for each month. The monthly coincident peak Demand Forecast is calculated and listed in column D of Exhibit 3 for the period of January through December 2017. It is also shown below in Table 2.

Table 2

	Demand Forecast
2017	MW
January	139.6
February	142.2
March	140.1
April	138.5
May	149.2
June	160.3
July	152.1
August	154.0
September	160.2
October	149.9
November	137.2
December	135.1

Reserve Margin for Planning Purposes

The Reserve Margin is the amount of Resource Adequacy Capacity that an LSE must maintain above its coincident peak Demand Forecast. Historically, the City of Vernon has established its Reserve Margin at 15%. Staff has recommended that the City Council maintain the Reserve Margin at 15% for planning purposes. The 15% Reserve Margin was used to establish the monthly Resource Adequacy obligation for the City of Vernon. The monthly Resource Adequacy obligation is listed in column E of Exhibit 3.

Qualifying Capacity:

A Load Serving Entity must provide the CAISO with a description of the criteria that will be used to determine the type of resources that can be used to meet its capacity obligation and the amount of capacity (Qualifying Capacity) from such resources. Historically Vernon has used the following criterion to determine whether a resource qualifies: It qualifies if Vernon has a contractual right to the power or has an interruptible service agreement with a customer. The six following resources are among those that meet this criterion and provide Qualifying

Capacity. The calculation for the amount of Qualifying Capacity the six eligible resource types follows:

1. *CAISO IST-enabled Product.* Power supply contract/s entered through WSPP Agreement (MRTU Amendment) and defined as any SC-to-SC traded product for which an IST (Inter-SC Trades) can be submitted and for which CAISO will make payment or issue an invoice, including Energy, Tier I IFM Bid Cost Recovery Obligations and Ancillary Service Obligation trades, as each defined in the Tariff.
2. *Palo Verde.* Vernon Purchase Power Contract with SCPPA for 4.9% of SCPPA's share of Palo Verde Nuclear Generating Station (Palo Verde) shall be eligible as Qualifying Capacity. The power is scheduled as an import generally at Westwing Substation through the CAISO's entitlement of transmission from Westwing to SP-15.
3. *Boulder Canyon.* Contract NO DE-MS65-86WP39587 between United States Department of Energy Western Area Power Administration Boulder Canyon Project and City of Vernon, California for Electric Service shall be eligible to count as Qualifying Capacity. The power is scheduled as an import at Mead Substation generally through the CAISO's entitlement of transmission from Mead Substation to SP-15. The amount of Qualifying Capacity will be based on the most current schedule for the available capacity from the Boulder Canyon Project at the time of submittal of the Resource Adequacy Plan.
4. *Vernon Units.* Generating units and system units (but excluding Vernon diesel generating units) within Vernon's MSS including the Malburg Generating Station and the City owned H. Gonzalez units, as reflected in Schedule 14 of Vernon's MSS Agreement with CAISO shall be eligible to count as Qualifying Capacity. The amount of Qualifying Capacity of such units will be based on the projected dependable gross output capacity on a day when the ambient air temperature is 90 degrees Fahrenheit.

5. *Other Units.* All other capacity from a Participating Generator, a System Unit, or a System Resource, as defined in the CAISO Tariff, shall be eligible as Qualifying Capacity. System Resources, however, must have a firm transmission path from source to the CAISO control area. Such criteria for firm transmission facilities over the CAISO control area can be satisfied with the possession of a firm transmission right from the CAISO on the path associated with the System Resource. Firm transmission rights provide physical priority right to schedule over congested paths.

6. *Interruptible Service Agreements.* Interruptible Service Agreements with the City's Electrical customers. Currently Vernon has an Interruptible Service Agreement where the customer agrees to interrupt 12.65 MW of load within a 30-minute notification. A period of interruption can occur upon notification from the Independent System Operator (ISO) requiring the City to shed load or upon the unscheduled outage of the Malburg Generating Station ("MGS") or any other generating unit internal to the City's system.

Annual and Monthly Resource Adequacy and Supply data:

The CAISO Tariff requires that the scheduling coordinator of a load serving entity provide an annual and a monthly Resource Adequacy Plan (Section 40.2.2.4) using the required templates and submitted on the set schedules. Furthermore, the scheduling coordinator of a resource providing resource adequacy must submit both an annual and monthly Supply Plan (Section 40.4.7.1) using the required templates and submitted on the set schedules. Therefore, the City of Vernon as a load serving entity and a scheduling coordinator for resource adequacy resources must submit a Resource Adequacy and Supply Plan on the set schedules. Staff has prepared the Annual Resource Adequacy (Exhibit 4) and Supply data (Exhibit 5) for calendar year 2017. Staff will submit the monthly Resource Adequacy and Supply data to the CAISO as they become due. The data to be submitted on the monthly plans will be consistent with the Annual Resource Adequacy and Supply Plan and may be adjusted for seasonal variations as well as load and resource changes. The monthly plan is due to the CAISO 45 days prior to the beginning of the month.

Local Capacity Area Resources:

In accordance with Section 40.3 of the CAISO Tariff, CAISO annually publishes a Local Capacity Technical Study that determines the amount of local capacity needed in the Los Angeles Basin area that must be available to the CAISO. Based on the Local Capacity Technical Study, the CAISO allocates responsibility for Local Capacity Area Resources to the Scheduling Coordinators of the LSEs. The CAISO validates that the Scheduling Coordinator list enough local resources in its Resource Adequacy data templates to satisfy its obligation. Staff has prepared the Resource Adequacy data templates (Exhibit 4) which lists the Resource Adequacy Resources including the Malburg Generating Station and the City owned H. Gonzalez units that will be counted on to satisfy the Local Area Capacity requirement for the City of Vernon.

Flexible Resource Adequacy Capacity:

In accordance with Section 40.10 of the CAISO Tariff, CAISO annually conducts a study to determine the Flexible Capacity Need for the CAISO Balancing Authority Area for each month of the next calendar year and provides the results of the study to each Local Regulatory Authority in the CAISO Balancing Authority Area. Flexible resources are resources with the potential to ramp up and down quickly and have the capability to start and shut down multiple times per day. The need for flexible capacity is a result of the CAISO managing a greener grid. The increase of variable energy resources and distributed generation has presented significant challenges to grid reliability. These types of resources are projected to continue to increase in the future which will create an increase in supply and load variability and unpredictability within the CAISO system. In order for the CAISO to efficiently operate the grid, it needs measures to ensure that flexible resources are economically bid into the CAISO markets and as a result optimally dispatch them.

The CAISO study calculates the total system amount of Flexible Capacity needed for each of the three Flexible Capacity Categories. The three categories are: (1) base ramping flexibility; (2) peak ramping flexibility; and (3) super-peak ramping flexibility. Section 40.10.3 of the CAISO Tariff sets the criteria needed by resources to qualify for each category. For the Calendar Year 2017, the CAISO has determined the system-wide Flexible Capacity needs and

has notified each LSE their monthly requirement. Exhibit 6 lists the City's Flexible Capacity requirement by month and category. Furthermore, the CAISO has established the Effective Flexible Capacity for each resource and the category of Flexible Capacity each will qualify for the upcoming compliance year. For Calendar Year 2017, the CAISO has established 78 MW of category 1 base ramping flexible resources adequacy capacity for Malburg Generating Station, and 5.75 MW category 2 peak ramping flexible resources adequacy capacity for each H. Gonzales Unit (Exhibit 7). CAISO Tariff Section 40.10.5.1 requires the Scheduling Coordinators of LSEs to identify the resources it will rely on to satisfy its Flexible Resource Adequacy Capacity on both the annual and monthly Resource Adequacy data templates.

Staff has prepared the Resource Adequacy data templates (Exhibit 4) which lists the Resource Adequacy Resources including the Malburg Generating Station and the City owned H. Gonzalez units that will be counted on to satisfy the Flexible Resource Adequacy Capacity requirement for the City of Vernon.

EXHIBIT 1

Exhibit 1

5 year Sytem Peak Demand Analysis		
Year	Peak	% Inc./Dec.
(A)	(B)	(C)
1 2012	191.7	
2 2013	194.0	1.226%
3 2014	191.0	-1.572%
4 2015	192.3	0.717%
5 2016	189.4	-1.510%
6 Average	191.7	-0.3%

A Year

B Source: (City Historical Sytem Peak Load Data)

C % Increase/Decrease from previous year.

Note: The five year system peak demand average will not be used in this year's RA Plan. It has been determined that no load growth is appropriate for calendar 2017.

EXHIBIT 2

Exhibit 2

January - December 2017 Projected Load			
	Month	2015-2016 (Actual City System Peak Load)	2017 Projected System Peak Load
	(A)	(B)	(C)
1	January '16	175.63	175.63
2	February '16	178.00	178.00
3	March '16	178.24	178.24
4	April '16	178.02	178.02
5	May '16	177.62	177.62
6	June '16	184.84	184.84
7	July '16	184.30	184.30
8	August '16	189.43	189.43
9	September '16	186.46	186.46
10	October '15	185.95	185.95
11	November '15	170.62	173.62
12	December '15	170.56	173.56

- A Month
- B Source: (City Historical System Peak Load Data)
- C Projected Load for 2017

EXHIBIT 3

January - December 2017 Resource Adequacy Requirement					
	Month	Vernon System Peak Demand	Coincidental Peak Factor	Coincident Peak Demand Forecast	RA Capacity Requirement
	(A)	(B)	(C)	(D)	(E)
1	January	175.6	79.5%	139.6	160.6
2	February	178.0	79.9%	142.2	163.6
3	March	178.2	78.6%	140.1	161.1
4	April	178.0	77.8%	138.5	159.3
5	May	177.6	84.0%	149.2	171.6
6	June	184.8	86.7%	160.3	184.3
7	July	184.3	82.5%	152.1	174.9
8	August	189.4	81.3%	154.0	177.1
9	September	186.5	84.2%	157.0	180.5
10	October	185.9	80.6%	149.9	172.4
11	November	173.6	80.4%	139.6	160.5
12	December	173.6	79.2%	137.5	158.1

- A Month
- B Source: (Exhibit 1 Column E)
- C Source: CEC
- D Product of B and C
- E Product of D and 115% (115% reflects Planning Reserve Margin)

EXHIBIT 4



Report Type	Annual	(Monthly/ Annual)
Report Date	1/1/2017	(MM/DD/YYYY)
Name of Load Serving Entity (LSE):	City of Vernon	(Text Field)
Scheduling Coordinator (SCID):	VERN	(AAAA)
Planning Reserve Margin (%)	15.00%	(Percentage, %)

Person who prepared this RA Plan (Name):	Efrain Sandoval	(Text Field)
Title:	Resource Scheduler	(Text Field)

Primary Contact

Name:	Efrain Sandoval	(Text Field)
Title:	Resource Scheduler	(Text Field)
Address:	4305 Santa Fe Ave.	(Text Field)
Address 2:		(Optional, Text Field)
City:	Vernon	(Text Field)
State:	CA	(Text Field)
Zip:	90058	(Numeric)
Telephone:	(323) 826-1424	(Numeric)
Email:	esandoval@ci.vernon.ca.us	(Text Field)

Back-Up Contact

Name:	Abraham Alemu	(Text Field)
Title:	Electric Resource Planning and Development Manager	(Text Field)
Telephone:	(323) 583-8811	(Numeric)
Email:	aalemu@ci.vernon.ca.us	(Text Field)

Resource Capacity Contract Number	Resource ID in CAISO Master File	RA Capacity (MW 00.00 No Rounding)	RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)	RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)	Capacity Designation (D, S, or N)	Rank for Replacement Capacity (blank for D, Resource ID for S, or numeric for N)
HGonzalez1	VERNON_6_GONZL1	5.75	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
HGonzalez2	VERNON_6_GONZL2	5.75	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
Hoover	VERN_MEAD230_I_UC_IMS001	22	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
Palo Verde	VERN_WESTWINGS500_I_UC_IMS001	11.59	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	104	1/1/2017 00:00:00	1/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	102	2/1/2017 00:00:00	2/28/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	101	3/1/2017 00:00:00	3/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	102	4/1/2017 00:00:00	4/30/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	100	5/1/2017 00:00:00	5/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	99	6/1/2017 00:00:00	6/30/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	96	7/1/2017 00:00:00	7/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	97	8/1/2017 00:00:00	8/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	99	9/1/2017 00:00:00	9/30/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	104	10/1/2017 00:00:00	10/31/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	104	11/1/2017 00:00:00	11/30/2017 23:59:59	D	
Maiburg Generating Station	VERNON_6_MALBRG	104	12/1/2017 00:00:00	12/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	2/1/2017 00:00:00	2/28/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	3/1/2017 00:00:00	3/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	4/1/2017 00:00:00	4/30/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	5/1/2017 00:00:00	5/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	6/1/2017 00:00:00	6/30/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	7/1/2017 00:00:00	7/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	8/1/2017 00:00:00	8/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	9/1/2017 00:00:00	9/30/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	10/1/2017 00:00:00	10/31/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	11/1/2017 00:00:00	11/30/2017 23:59:59	D	
LAPALOMA-4-VERN-1	LAPLMA_2_UNIT 2	7	12/1/2017 00:00:00	12/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	1/1/2017 00:00:00	12/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	2/1/2017 00:00:00	2/28/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	3/1/2017 00:00:00	3/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	4/1/2017 00:00:00	4/30/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	5/1/2017 00:00:00	5/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	6/1/2017 00:00:00	6/30/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	7/1/2017 00:00:00	7/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	8/1/2017 00:00:00	8/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	9/1/2017 00:00:00	9/30/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	10/1/2017 00:00:00	10/31/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	11/1/2017 00:00:00	11/30/2017 23:59:59	D	
VERN_CES2017A	METEC_2_PL1X3	10	12/1/2017 00:00:00	12/31/2017 23:59:59	D	

Resource Capacity Contract Number	Resource ID in CAISO Master File	RA Capacity (MW 00.00 No Rounding)	RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)	RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)	Capacity Designation (UC, LD, CM, RM, or DR)
--	-------------------------------------	---------------------------------------	---	---	---

MTG Interruptible

12.65

1/1/2017 00:00:00

12/31/2017 23:59:59 DR

Month	Annual_PRM
1	15%
2	15%
3	15%
4	15%
5	15%
6	15%
7	15%
8	15%
9	15%
10	15%
11	15%
12	15%

Monthly

Resource Capacity Contract Number	Resource ID in CAISO Master File	Flex RA Capacity (MW No Rounding)	Effective Start Date (mm/dd/yyyy hh:mm:ss)	Effective End Date (mm/dd/yyyy hh:mm:ss)	Flexible Category (1, 2, or 3)
Malburg Generating Station	VERNON_6_MALBRG	42.11	04/01/2017 00:00:00	04/30/2017 23:59:59	1
Malburg Generating Station	VERNON_6_MALBRG	8.14	06/01/2017 00:00:00	06/30/2017 23:59:59	1
Malburg Generating Station	VERNON_6_MALBRG	5.32	07/01/2017 00:00:00	07/31/2017 23:59:59	1
Malburg Generating Station	VERNON_6_MALBRG	5.39	08/01/2017 00:00:00	08/31/2017 23:59:59	1
Malburg Generating Station	VERNON_6_MALBRG	41.61	09/01/2017 00:00:00	09/30/2017 23:59:59	1
Malburg Generating Station	VERNON_6_MALBRG	24.44	10/01/2017 00:00:00	10/31/2017 23:59:59	1

EXHIBIT 5

Report Type	Annual
Report Date	1/1/2017
Name of Supplier:	City of Vernon
Scheduling Coordinator:	VERN
Planning Reserve Margin (%)	15.00%

Person who prepared this RA Plan (Name): Efrain Sandoval (Text Field)
 Title: Resource Scheduler (Text Field)

Primary Contact

Name:	Efrain Sandoval (Text Field)
Title:	Resource Scheduler (Text Field)
Address:	4305 Santa Fe Ave. (Text Field)
Address 2:	(Optional, Text Field)
City:	Vernon (Text Field)
State:	CA (Text Field)
Zip:	90058 (Numeric)
Telephone:	(323) 826-1424 (Numeric)
Email:	esandoval@ci.vernon.ca.us (Text Field)

Back-Up Contact

Name:	Abraham Alemu (Text Field)
Title:	Electric Resource Planning and Development Manager (Text Field)
Telephone:	(323) 583-8811 (Numeric)
Email:	aalemu@ci.vernon.ca.us (Text Field)

Resource Capacity Contract Number	Resource ID in CAISO Master File	RA Capacity (MW 00.00 No Rounding)	RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)	RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)	SCID of Load Serving Entity
HGonzalez1	VERNON_6_GONZL1	5.75	1/1/2017 00:00:00	12/31/2017 23:59:59	VERN
HGonzalez2	VERNON_6_GONZL2	5.75	1/1/2017 00:00:00	12/31/2017 23:59:59	VERN
Hoover	VERN_MEAD230_I_UC_IMS001	22	1/1/2017 00:00:00	12/31/2017 23:59:59	VERN
Palo Verde	VERN_WESTWING500_I_UC_IMS001	11.59	1/1/2017 00:00:00	12/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	104	1/1/2017 00:00:00	1/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	102	2/1/2017 00:00:00	2/28/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	101	3/1/2017 00:00:00	3/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	102	4/1/2017 00:00:00	4/30/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	100	5/1/2017 00:00:00	5/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	99	6/1/2017 00:00:00	6/30/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	96	7/1/2017 00:00:00	7/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	97	8/1/2017 00:00:00	8/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	99	9/1/2017 00:00:00	9/30/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	104	10/1/2017 00:00:00	10/31/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	104	11/1/2017 00:00:00	11/30/2017 23:59:59	VERN
Malburg Generating Station	VERNON_6_MALBRG	104	12/1/2017 00:00:00	12/31/2017 23:59:59	VERN
VERN_EDF_001	VERNON_6_MALBRG	7	1/1/2017 00:00:00	1/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	2/1/2017 00:00:00	2/28/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	3/1/2017 00:00:00	3/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	4/1/2017 00:00:00	4/30/2016 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	5/1/2017 00:00:00	5/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	6/1/2017 00:00:00	6/30/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	7/1/2017 00:00:00	7/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	8/1/2017 00:00:00	8/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	9/1/2017 00:00:00	9/30/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	10/1/2017 00:00:00	10/31/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	11/1/2017 00:00:00	11/30/2017 23:59:59	EIPS
VERN_EDF_001	VERNON_6_MALBRG	7	12/1/2017 00:00:00	12/31/2017 23:59:59	EIPS
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	1/1/2017 00:00:00	1/31/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	2/1/2017 00:00:00	2/28/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	3/1/2017 00:00:00	3/31/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	4/1/2017 00:00:00	4/30/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	5/1/2017 00:00:00	5/31/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	6/1/2017 00:00:00	6/30/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	7/1/2017 00:00:00	7/31/2017 23:59:59	SEL1

Resource Capacity Contract Number	Resource ID in CAISO Master File	RA Capacity (MW 00.00 No Rounding)	RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)	RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)	SCID of Load Serving Entity
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	8/1/2017 00:00:00	8/31/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	9/1/2017 00:00:00	9/30/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	10/1/2017 00:00:00	10/31/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	11/1/2017 00:00:00	11/30/2017 23:59:59	SEL1
VERN_ENRGYAMERICA_001	VERNON_6_MALBRG	10	12/1/2017 00:00:00	12/31/2017 23:59:59	SEL1
VERN_CALPINE_001	VERNON_6_MALBRG	13	1/1/2017 00:00:00	1/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	2/1/2017 00:00:00	2/28/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	3/1/2017 00:00:00	3/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	4/1/2017 00:00:00	4/30/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	5/1/2017 00:00:00	5/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	6/1/2017 00:00:00	6/30/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	7/1/2017 00:00:00	7/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	8/1/2017 00:00:00	8/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	9/1/2017 00:00:00	9/30/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	10/1/2017 00:00:00	10/31/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	11/1/2017 00:00:00	11/30/2017 23:59:59	CALJ
VERN_CALPINE_001	VERNON_6_MALBRG	13	12/1/2017 00:00:00	12/31/2017 23:59:59	CALJ

Annual

Resource Capacity Contract Number	Resource ID in CAISO Master File	Flexible RA Capacity (MW) 00.00 No Rounding	RA Capacity Effective Start Date (mm/dd/yyyy hh:mm:ss)	RA Capacity Effective End Date (mm/dd/yyyy hh:mm:ss)	Flexible Category (1, 2, or 3)	SCID of Load Serving Entity
Malburg Generating Station	VERNON_6_MALBRG	42.11	04/01/2017 00:00:00	04/30/2017 23:59:59	1	VERN
Malburg Generating Station	VERNON_6_MALBRG	8.14	06/01/2017 00:00:00	06/30/2017 23:59:59	1	VERN
Malburg Generating Station	VERNON_6_MALBRG	5.32	07/01/2017 00:00:00	07/31/2017 23:59:59	1	VERN
Malburg Generating Station	VERNON_6_MALBRG	5.39	08/01/2017 00:00:00	08/31/2017 23:59:59	1	VERN
Malburg Generating Station	VERNON_6_MALBRG	41.61	09/01/2017 00:00:00	09/30/2017 23:59:59	1	VERN
Malburg Generating Station	VERNON_6_MALBRG	24.44	10/01/2017 00:00:00	10/31/2017 23:59:59	1	VERN

EXHIBIT 6

January - December 2017 Flexible RA Requirement					
		Min. Base Flexibility Requirement	Peak Flexibility	Super Peak Flexibility	Total Flexible RA Requirement
	(A)	(B)	(C)	(D)	(E)
1	January	0.00	0.00	0.00	0.00
2	February	0.00	0.00	0.00	0.00
3	March	0.00	0.00	0.00	0.00
4	April	21.20	18.80	2.11	42.11
5	May	0.00	0.00	0.00	0.00
6	June	5.24	2.50	0.41	8.15
7	July	3.42	1.63	0.27	5.32
8	August	3.47	1.65	0.27	5.39
9	September	26.77	12.76	2.08	41.61
10	October	12.31	10.91	1.22	24.44
11	November	0.00	0.00	0.00	0.00
12	December	0.00	0.00	0.00	0.00

- A Month and Year
- B Requirement for Category 1- Base Ramping Resources
- C Maximum allowed use of Category 2- Peak Flexibility
- D Maximum allowed use of Category 3- Super Peak Flexibility
- E Total Flexible RA Requirement for City of Vernon

EXHIBIT 7

Exhibit 7

January - December 2017 Effective Flexible Capacity			
		Effective Flexible Capacity	Flexible Capacity Category
	(A)	(B)	(C)
1	Malburg Generating Station	78	1
2	H. Gonzalez 1	5.75	2
3	H. Gonzalez 2	5.75	2

A Designated flexible resource

B Designated Effective Flexible Capacity (Qualified Flexible Capacity by each Resource)

C Designated Flexible Capacity Category