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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, November 1, 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.

### **CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2)**  
Government Code Section 54956.9(a)
  - A. Bruce V. Malkenhorst, Sr. v. CalPERS, City of Vernon  
Los Angeles Superior Court  
Case No. BS159589
  - B. City of Vernon vs. Citigroup Energy Inc., et al.  
United States District Court  
Southern District of New York Case No. CV16-2405

## PRESENTATIONS

2. **[Life-Savings Award Presentation](#)**

Presented by: Vernon Police Department, Chief Daniel Calleros and Vernon Fire Department, Interim Chief Andrew Guth

3. **Moody's Bond Rating Update**

Presented by: William Fox, Finance Director

**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

4. None

### Minutes – To be Received and Filed

5. **[Minutes of the Regular City Council Meeting held October 4, 2016](#)**

6. **[Minutes of the Special City Council Meeting held October 12, 2016](#)**

7. **[Minutes of the Regular City Council Meeting held October 18, 2016](#)**

### Warrant Registers

8. **[Approval of City Warrant Register No. 1459, totaling \\$728,705.21, which covers the period of October 11 through October 24, 2016, and consists of the following:](#)**

- A. Ratification of wire transfers totaling \$505,840.53; and
- B. Ratification of the issuance of early checks totaling \$79,987.70; and
- C. Authorization to issue pending checks totaling \$142,876.98; and
- D. Voided check No. 352642 totaling \$49,983.10

9. **[Approval of Light & Power Warrant Register No. 424, totaling \\$6,880,221.15, which covers the period of October 11 through October 24, 2016, and consists of the following:](#)**

- A. Ratification of wire transfers totaling \$6,804,700.31; and
- B. Ratification of the issuance of early checks totaling \$62,040.28; and

C. Authorization to issue pending checks totaling \$13,480.56.

10. Approval of Gas Warrant Register No. 212, totaling \$6,133.22, which covers the period of October 11 through October 24, 2016, and consists of the following:

A. Ratification of the issuance of early checks totaling \$6,133.22.

**Fire Department**

11. Activity Report for the period of September 16 through September 30, 2016

**Police Department**

12. Activity Log and Statistical Summary of Arrests and Activities for the period of October 1, through October 15, 2016, to be received and filed

**Public Works, Water and Development Services Department**

13. Building Department Report for the Month of September 2016

14. Measure R Funding Agreement for the Interstate 710 South Early Action Projects Review of the I-710 Recirculated Draft EIR/EIS with the Los Angeles County Metropolitan Transportation Authority

**Recommendation:**

- A. Find that the approval of the proposed Measure R Funding Agreement for the Interstate 710 South Early Action Projects (hereinafter referred to as the “Measure R Funding Agreement”) (attached herewith) is exempt from the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded; and
- B. Approval to enter into the Measure R Funding Agreement between the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Vernon for City staff’s continued participation, coordination, and to provide technical support for the I-710 Corridor Project including the review of the I-710 Recirculated Draft Environmental Impact Report/Environmental Impact Study (hereinafter referred to as the “Recirculated Draft EIR/EIS”) for a not to exceed amount of \$18,000 for the period ending June 30, 2018; and
- C. Authorize the Mayor to execute the Measure R Funding Agreement for the Recirculated Draft EIR/EIS.

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**15. Increase in Cost to the Subrecipient Agreement between the City of Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Purposes of the Proposition 84 Grant Program**

**Recommendation:**

- A. Find that approval of the increase in cost to the Subrecipient Agreement is exempt under the California Environmental Quality Act (CEQA) 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 find that for the construction and installation of two (2) tree box filters in a transportation corridor are categorically exempt under the CEQA in accordance with Guidelines Section 15303, Class 3 because: (i) no significant physical changes will occur as a result of this approval; (ii) the project will consist of minor construction and connection to an existing facility (catch basin) to improve the water quality in the Los Angeles River, (iii) the project is an area where all public services and facilities are available to allow for maximum development permissible in the General Plan, (iv) the project does not involve significant amounts of hazardous substances, and (v) the area is not in an environmentally sensitive area, and; and
- B. Authorize an increase in cost of \$14,476.82 to the Subrecipient Agreement between the City of Vernon (“City”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”).

**16. Legal Services Agreement with Richards, Watson & Gershon for Litigation regarding the Los Angeles Municipal National Pollution Discharge Elimination System Permit**

**Recommendation:**

- A. Find that because the proposed action will not result in direct or indirect physical changes in the environment, it does not constitute a “project” as defined by California Environmental Quality Act (“CEQA”) Guidelines Section 15378 and is therefore not subject to CEQA review. 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; and
- B. Authorize an \$8,000 increase in cost for legal services provided by Richards, Watson & Gershon (“RWG”) under their current Legal Services Agreement with the City of Vernon (copy attached) to continue representing the City, as needed to protect the City’s interests, as a real party in interest in litigation challenging a Final Order of the State Water Board which approved the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 (“Municipal NPDES Permit) as amended by Order WQ 2015-0075.

**NEW BUSINESS**

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**City Administration Department**

**17. [Appointment of Eligible Individual to Serve on the Vernon CommUNITY Fund Grant Committee](#)**

**Recommendation:**

- A. Find that the appointment of an eligible individual to serve on the Vernon CommUNITY Fund Grant Committee is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative action 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. Appoint an eligible individual to serve on the Vernon CommUNITY Fund Grant Committee in a Vernon Area Representative Seat with a term of November 1, 2016 to June 30, 2018.

**18. [Appointment of Eligible Individual to Serve on the Vernon Business & Industry Commission](#)**

**Recommendation:**

- A. Find that the appointment of an eligible individual to serve on the Vernon Business & Industry Commission is exempt from California Environmental Quality Act (“CEQA”) review, because they are administrative actions that will not result in direct or indirect physical changes in the environment, and therefore do not constitute a “project” as defined by CEQA Guidelines section 15378; and
- B. Appoint an eligible individual to serve on the Vernon Business & Industry Commission for an unexpired term in a Vernon Real Estate Representative Seat until the term expires on June 30, 2018.

**City Clerk Department**

**19. [Adoption of Two \(2\) Resolutions: 1\) Calling for a General Municipal Election to be Held on Tuesday, April 11, 2017; and 2\) Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services for Conduct of Said General Municipal Election](#)**

**Recommendation:**

- A. Find that approval of the Resolutions is exempt from California Environmental Quality Act (“CEQA”) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; and
- B. Adopt a Resolution of the City Council of the City of Vernon, California, Calling and Giving Notice of an All-Mail Ballot General Municipal Election to be held on Tuesday, April 11, 2017 for the Election of a Certain Officer as required by the provisions of the Charter of the City of Vernon; and

- C. Adopt a Resolution of the City Council of the City of Vernon, California, Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of the General Municipal Election to be Held on Tuesday, April 11, 2017.

**Public Works, Water and Development Services Department**

**20. Results of the Tenant Relocation Survey Related to the City’s Housing Remodel Project and Possible Divestment of Two City-Owned Housing Units in Huntington Park**

**Recommendation:**

- A. Find that the recommendations below are exempt under the California Environmental Quality Act (“CEQA”) because such are not a “project” as that term is defined in the CEQA Guidelines Section 15378(b)(2), because such actions constitute an administrative activity; and even if it were 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. Conduct a discussion regarding the results of the Tenant Relocation Survey; and
- C. Proceed with the Vernon Housing Commission’s recommendation to sell the two remaining City-owned housing units located at 6010 Oak Street and 2915 E. 60<sup>th</sup> Place in the City of Huntington Park; and
- D. Authorize staff to designate the proceeds from the sale of the two Huntington Park units solely for capital improvements and other projects related to the existing housing stock in the City of Vernon.

**ORAL REPORTS**

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

**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 27<sup>th</sup> day of October 2016.

By: \_\_\_\_\_  
Maria E. Ayala  
City Clerk

**RECEIVED**

OCT 17 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 11 2016

CITY ADMINISTRATION

**STAFF REPORT**  
**VERNON POLICE DEPARTMENT**

CA 10/17/16

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**DATE:** November 1, 2016  
**TO:** Honorable Mayor and City Council  
**FROM:** Daniel Calleros, Police Chief *DC*  
**RE:** Life-Savings Award Presentation

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**Recommendation**

The Police and Fire Department will provide lifesavings awards to Police and Fire personnel for their actions in providing immediate medical aid to a victim of cardiac arrest.

**Background**

On September 03, 2016, during the early afternoon hours, Police Officers Carlos Ourique and Richard Velasquez responded to Charlie Pride, 2959 E. 50th Street, regarding a medical aid call involving a male worker found unconscious and not breathing.

Officers arrived within minutes and found Cristobal Cisneros in full cardiac arrest. Officers Ourique and Velasquez immediately conducted a medical aid assessment, deployed the automated external defibrillator (AED) device, and initiated life saving measures. As they continued performing life-savings measures, Vernon Fire Engine 76, Truck 76 and Rescue 78 arrived on scene and took over medical care. After several minutes of intensive life-saving measures and deployment of the AED device, Cisneros regained a faint pulse. Rescue 78 immediately transported Cisneros to a local hospital where his condition was stabilized. After a week of medical treatment, Cisneros fully recovered from his medical episode and was released from the hospital. Hospital medical staff gave credit to Cisneros' survival as a result of the immediate life-saving measures provided by public safety personnel.

There is no question that based on the quick response and immediate life-saving measures performed by Police and Fire personnel Cisneros was able to completely recover from this medical event. This incident is a testament to the Police and Fire defibrillator program and how these devices have enhanced our ability to save lives in our community.

**Fiscal Impact**

None

**Attachment(s)**

None

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE  
CITY OF VERNON HELD TUESDAY, OCTOBER 04, 2016, IN THE  
COUNCIL CHAMBER OF THE CITY HALL LOCATED AT 4305  
SANTA FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: Davis, Woodruff-Perez, Ybarra, and Lopez

MEMBERS ABSENT: Martinez

The meeting was called to order at 9:00 a.m. by Mayor Davis; Councilmember Ybarra led the flag salute.

**CHANGES TO THE AGENDA**

City Clerk Maria Ayala announced that there were no changes to the agenda.

**PUBLIC COMMENT**

Mayor Davis announced that this was the time allotted for public comment, and inquired whether anyone in the audience wished to address the City Council. The public will also be given an opportunity to comment on matters on the posted agenda during Council deliberation.

Sandra Orozco, Southeast Political Activist, spoke briefly about her health, ADA compliance within the City, and the possibility of her becoming a resident.

**CONSENT CALENDAR**

Councilmember Ybarra requested item number 13 be moved as the first item of New Business.

It was moved by Ybarra and seconded by Lopez to approve all matters listed under the Consent Calendar, except item number 13, under one motion as presented. Motion carried, 3-0-1.

Davis: Yes

Woodruff-Perez: Abstention

Martinez: Absent

Ybarra: Yes

Lopez: Yes

**Claims Against the City – Received and Filed**

1. None

**Minutes – To be Received and Filed**

2. Minutes of the Regular City Council Meeting held September 6, 2016
3. Minutes of the Regular City Council Meeting held September 20, 2016

**Warrant Registers**

4. Ratification of the following City Warrant Register to record the following voided checks:
  - A. City Warrant Register No. 1449 to record voided Check No. 351073 in the amount of \$53.26; and
  - B. City Warrant Register No. 1456 to record voided Check No. 352305 in the amount of \$137.41; and
  - C. City Warrant Register No. 1429 to record voided Check No. 348224 in the amount of \$300.00; and

- D. City Warrant Register No. 1449 to record voided Check No. 351340 in the amount of \$100.00.
5. **Approval of City Warrant Register No. 1457, totaling \$875,704.97, which covers the period of September 13 through September 26, 2016, and consists of the following:**
- A. Ratification of wire transfers totaling \$526,492.39; and
  - B. Ratification of the issuance of early checks totaling \$188,956.39; and
  - C. Authorization to issue pending checks totaling \$160,256.19.
6. **Approval of Light & Power Warrant Register No. 422, totaling \$6,235,383.22, which covers the period of September 13 through September 26, 2016, and consists of the following:**
- A. Ratification of wire transfers totaling \$6,195,440.85; and
  - B. Ratification of the issuance of early checks totaling \$16,102.69; and
  - C. Authorization to issue pending checks totaling \$23,839.68.
7. **Approval of Gas Warrant Register No. 210, totaling \$1,500,528.57, which covers the period of September 13 through September 26, 2016, and consists of the following:**
- A. Ratification of wire transfers totaling \$1,492,585.49; and
  - B. Ratification of the issuance of early checks totaling \$2,778.18;
  - C. Authorization to issue pending checks totaling \$5,164.90.

#### **Fire Department**

- 8. **Activity Report for the period of August 16 through August 31, 2016.**
- 9. **Activity Report for the period of September 1 through September 15, 2016.**
- 10. **Approval of First Amendment to Agreement Number C-123991 of City of Los Angeles Contract between the City of Los Angeles and the City of Vernon in Connection with the Fiscal Year 2013 Urban Areas Security Initiative Grant Program**

#### **Recommendation:**

- A. Find that approval of the amendment proposed 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. Approve the First Amendment to Agreement Number C-123991 of City of Los Angeles Contract between the City of Los Angeles and the City of Vernon in connection with the Fiscal Year 2013 Urban Areas Security Initiative (“2013 UASI”) grant program and authorize the Mayor to execute all necessary documents.

#### **Health and Environmental Control Department**

- 11. **August 2016 Monthly Report**

#### **Police Department**

**12. Activity Log and Statistical Summary of Arrests and Activities for the period of September 1, through September 15, 2016, to be received and filed.**

**NEW BUSINESS**

**Public Works, Water and Development Services Department**

**13. Bid Award for Liner Installation and Rehabilitation of Water Production Well No. 11, Contract No. CS-0716.**

**Recommendation:**

- A. Find that the proposed Liner Installation and Rehabilitation of Water Production Well No. 11 Project is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301, subsections (b) and (d), because the project involves negligible or no expansion of use beyond that existing at the lead agency's determination; and
- B. Accept the bid from General Pump Company, Inc., as the lowest responsive and responsible bidder for the Liner Installation and Rehabilitation of Water Production Well No. 11 Project and reject all other bids; and
- C. Approve and authorize the City Administrator to execute a contract in the amount of \$347,000 with General Pump Company, Inc., for the Liner Installation and Rehabilitation of Water Production Well No. 11 for a period not to exceed ninety (90) calendar days and;
- D. Authorize a contingency amount of \$35,000 in the event an unexpected changed condition in the project occurs and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount.

Director of Public Works, Water and Development Services Department Derek Wieske introduced the item.

Public Works and Water Superintendent Scott Rigg reported on the proposed.

Ybarra inquired as to the conditions of the other wells. Superintendent Rigg responded stating that other wells were not in need of major repairs.

Mayor Davis inquired to the amount of wells in the City. Superintendent Rigg responded stating the City had a total of 8 wells.

It was moved by Ybarra and seconded by Lopez to approve. Motion carried, 3-0-1.

Davis: Yes

Woodruff-Perez: Abstention

Martinez: Absent

Ybarra: Yes

Lopez: Yes

**Finance Department**

**14. Resolution No. 2016-52 - A Resolution of the City Council of the City of Vernon Adopting an Updated Investment Policy for Fiscal Year 2016-2017**

**Recommendation:**

- A. Find that the proposed action is exempt from the California Environmental Quality Act ("CEQA"), 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.

- B. Adopt a Resolution of the City Council of the City of Vernon adopting an Updated Annual Statement of Investment Policy for fiscal year 2016-2017 and delegating Investment Authority to the Finance Director/City Treasurer

Director of Finance William Fox reported on the proposed.

It was moved by Ybarra and seconded by Lopez to approve Resolution No. 2016-52. Motion carried, 3-0-1.

Davis: Yes

Woodruff-Perez: Abstention

Martinez: Absent

Ybarra: Yes

Lopez: Yes

### **Human Resources Department**

**15. Resolution No. 2016-53 - Approval of a Resolution Adopting an Amended and Restated Citywide Fringe Benefits and Salary Resolution in Accordance with Government Code Section 20636(B)(1) and Repealing All Resolutions in Conflict Therewith**

**Recommendation:**

Items A-C:

- A. Find that approval of the attached resolution in this staff report is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378. and
- B. Adopt the resolution amending and restating the Citywide Fringe Benefits and Salary Resolution, with a retroactive effective date of July 10, 2016 for the following provisions under section one below:
  - 1) Amend Exhibit A, Classification and Compensation Plan by adding the following:
    - a. Fire Administrative Analyst
    - b. Executive Legal Secretary
    - c. Principal Resource Scheduler/Trader
    - d. Stormwater and Special Projects Analyst revised pay grade
- C. Adopt the resolution amending and restating the Citywide Fringe Benefits and Salary Resolution, with an effective date of October 4, 2016 for the following provisions under section one through three below:
  - 1) Amend Exhibit A, Classification and Compensation Plan with revisions to the Economic Development Manager, Human Resources Analyst, Legal Secretary, and Resource Scheduler job descriptions.
  - 2) Amend Exhibit A, Classification and Compensation Plan by adding the following:
    - a. Environmental Health Intern
    - b. Public Information Officer
    - c. Reserve Police Officer
  - 3) Amend Section 11 Automobile Allowance

Interim Director of Human Services Lizette Grizzelle reported on the proposed.

It was moved by Lopez and seconded Ybarra by to approve the Resolution No. 2016-53. Motion carried, 3-0-1.

Davis: Yes  
Woodruff-Perez: Abstention  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

### **Public Works, Water and Development Services Department**

#### **16. Authorization to Proceed with the Remodel of a Second Housing Unit for the City Housing Remodel Project and Authorize Staff to Offer a Permanent Relocation Opportunity to All Tenants in Non-Remodeled Units**

##### **Recommendation:**

- A. Find that the actions recommended in this staff report do not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (“CEQA”), because such recommendations constitute an administrative activity; and even if the adoption of the proposed items did constitute a project, it would be exempt from CEQA 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. Authorize staff to proceed with the remodeling of a second housing unit for the City Housing Remodel Project for an estimated total cost of \$140,000; and
- C. Authorize staff to proceed with offering a permanent relocation opportunity to tenants in non-remodeled City-owned housing units; and
- D. Approve the establishment of a Permanent Relocation Priority Interest List to be used for the City Housing Remodel Project. The list would remain in effect until all units are remodeled.

Councilmember Ybarra suggested sections C and D of the item be removed from the recommendation and be placed on the Vernon Housing Commission Agenda.

Director Wieske reported on the proposed.

Council and staff deliberated on the ADA compliance, the process of the remodeling, and the possibility of the Housing Commission making the decision.

##### **Public Comment**

Ms. Orozco spoke of the importance of being ADA compliant.

John Van de Kamp, Independent Counsel, clarified the suggestion by Ybarra to move sections C and D of item 16 to the Vernon Housing Commission.

It was moved by Ybarra and seconded by Lopez to remove section C and D from item 16, to be considered on the Vernon Housing Commission, and authorize staff to proceed with the remodeling of a second housing unit for the City Housing Remodel Project. Motion carried, 3-0-1.

Davis: Yes  
Woodruff-Perez: Abstention  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

**17. Recommendation from the Vernon Housing Commission to sell two (2) City-owned housing properties located in the City of Huntington Park**

**Recommendation:**

- A. Find that the action recommended by the Vernon Housing Commission in this staff report 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 from CEQA in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Approve and authorize the sale of the following two (2) remaining City-owned housing units in the City of Huntington Park at fair market value:
  - a. 6010 Oak Street; and
  - b. 2915 E. 60<sup>th</sup> Place
- C. Authorize staff to designate the proceeds from the sale of the two Huntington Park units for expenditures solely related to the City’s existing housing stock.

Director Wieske reported on the proposed.

A dialogue ensued between Councilmember Ybarra and Director Wieske about the relocation of effected tenants.

A dialogue ensued between Council and staff about where the sale funds will be deposited, how they would be tracked, and how it would be spent.

A dialogue ensued between Councilmember Lopez and staff about the remodel and relocation logistics.

Councilmember Ybarra requested a formal survey be done to gage the tenant’s feelings towards temporary or permanent relocation. Director Wieske said that the surveys would be mailed out to the effected tenants.

Mayor Davis recommended moving item number 17 to the first meeting in November.

Council reached a consensus to table the item until the November 1, 2016 regular City Council Meeting.

**ORAL REPORTS**

**18. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.**

Police Chief Daniel Calleros reported on the following: continued Farmer John protests; homeless outreach; coffee with a cop event; and the Sabor de Mexico Lindo event.

Fire Battalion Chief Andrew Guth gave a brief report on the Sabor de Mexico Lindo event.

Director of Public Works, Water and Development Services Derek Wieske provided a brief update on Gateway Cities meeting on Measure M and development activity in the City.

Director of Health and Environmental Control Keith Allen provided a brief report on community Exide outreach and the Sabor de Mexico Lindo event.

Mayor Davis inquired about the cleanup efforts for residents with high levels of lead. Director Allen explained that the DTSC was currently evaluating what properties needed cleanup.

City Administrator Carlos Fandino provided a brief report on the following: League of Cities conference; the Sabor de Mexico Lindo event; and thanked all staff who contributed to making the event happen.

City Clerk Maria Ayala briefly reported on the City booth at the the Sabor de Mexico Lindo event.

19. City Council Reports – brief AB1234 reports, or report on: activities, announcements, or directives to staff.

No reports provided.

Mayor Davis recessed the meeting at 10:22 a.m. and reconvened at a.m.

### **CLOSED SESSION**

At 10:22 a.m., the City Council entered into closed session to discuss the following agendized items:

20. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (2)**  
Government Code Section 54956.9(a)

- A. Name of Case: City of Vernon vs. Citigroup Energy Inc., et al.  
United States District Court  
Southern District of New York Case No. CV16-2405

It was moved by Ybarra and seconded by Lopez to approve Resolution No. 2016-54, approving and authorizing the execution of a revised credit support agreement and ancillary documents by and between the City of Vernon and Citygroup Energy, INC. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

- B. Name of Case: Jerrick Torres and Lyndon Ong Yiu vs. City of Vernon, et al.  
Los Angeles Superior Court  
Case No. BC620265

21. **PUBLIC EMPLOYMENT**  
Government Code Section 54957(b)(1)

Title: Director of Human Resources

At 11:30 a.m. the City Council exited closed session. City Attorney Hema Patel announced that three items were discussed and reported out that Resolution No. 2016-54 was passed in closed session.

With no further business, at 11:30 a.m., Mayor Davis adjourned the meeting.

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William J. Davis  
Mayor

ATTEST:

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Maria E. Ayala  
City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE  
CITY OF VERNON HELD WEDNESDAY, OCTOBER 12, 2016, IN  
CONFERENCE ROOM 1 OF CITY HALL LOCATED AT 4305 SANTA  
FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: Davis, Martinez, Ybarra, and Lopez

MEMBERS ABSENT: Woodruff-Perez

The meeting was called to order at 11:34 a.m. by Mayor Davis.

**CHANGES TO THE AGENDA**

Deputy City Clerk Matthew Ceballos announced that there were no changes to the agenda.

**PUBLIC COMMENT**

Mayor Davis announced that this was the time allotted for public comment, and inquired whether anyone in the audience wished to address the City Council. The public will also be given an opportunity to comment on matters on the posted agenda during Council deliberation.

No public comment provided.

**CLOSED SESSION**

At 11:35 a.m., the City Council entered into closed session to discuss the following agendized items:

- 1. PUBLIC EMPLOYMENT**  
Government Code Section 54957(b)(1)

Title: Director of Human Resources

At 12:10 p.m. the City Council exited closed session. City Attorney Hema Patel announced that one item was discussed and there was no reportable action from closed session.

With no further business, at 12:10 p.m., Mayor Davis adjourned the meeting.

\_\_\_\_\_  
William J. Davis  
Mayor

ATTEST:

\_\_\_\_\_  
Maria E. Ayala  
City Clerk

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE  
CITY OF VERNON HELD TUESDAY, OCTOBER 18, 2016, IN THE  
COUNCIL CHAMBER OF THE CITY HALL LOCATED AT 4305  
SANTA FE AVENUE, VERNON, CALIFORNIA

MEMBERS PRESENT: Davis, Woodruff-Perez, Ybarra, and Lopez

MEMBERS ABSENT: Martinez

The meeting was called to order at 9:00 a.m. by Mayor Davis; Battalion Chief Andrew Guth led the flag salute.

**CHANGES TO THE AGENDA**

City Clerk Maria Ayala announced a change in language on item number 2(c) as noted in Minutes.

**PUBLIC COMMENT**

Mayor Davis announced that this was the time allotted for public comment, and inquired whether anyone in the audience wished to address the City Council. The public will also be given an opportunity to comment on matters on the posted agenda during Council deliberation.

Sandra Orozco, Southeast Political Activist, spoke briefly about the Multiple Sclerosis Association of America (MSAA).

**PUBLIC HEARING**

**1. Resolution No. 2016-55 - 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.

Director of Gas and Electric Kelly Nguyen reported on the proposed.

Mayor Davis opened the public hearing at 9:07 a.m.

No public comment was provided.

Mayor Davis closed the public hearing at 9:07 a.m.

It was moved by Woodruff-Perez and seconded by Lopez to approve Resolution No. 2016-55. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

**2. Resolution No. 2016-56 - 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~~ negative \$47,616; and
  - ii. Adopts the replacement of the existing TRBAA of positive 411 with the new TRBAA for 2017 of a ~~positive~~ negative \$47,616; and
  - iii. Adopts the attached revised Appendix I of Vernon's TO Tariff reflecting the TRBAA of ~~positive~~ negative \$47,616; and
  - iv. Authorizes outside counsel to submit Vernon's TRBAA and supporting documentation to FERC on behalf of the City of Vernon

Director Nguyen reported on the proposed.

Mayor Davis opened the public hearing at 9:10 a.m.

No public comment was provided.

Mayor Davis closed the public hearing at 9:10 a.m.

It was moved by Woodruff-Perez and seconded by Ybarra to approve Resolution No. 2016-56. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

**NEW BUSINESS**

**City Administration Department**

**3. Resolution No. 2016-57 - 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.

City Administrator Carlos Fandino reported on the proposed.

It was moved by Ybarra and seconded by Woodruff-Perez to approve Resolution No. 2016-57. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

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

City Clerk Ayala administered the oath of allegiance to newly appointed Human Resources Director Michael Earl.

Mr. Earl briefly spoke and thanked the Council for the new opportunity.

Mayor Davis recessed the meeting at 9:19 a.m.

Mayor Davis reconvened the meeting at 9:31 a.m.

**PRESENTATION**

**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**

City Clerk Ayala read the proclamation.

Battalion Chief Andrew Guth spoke on behalf of Retired Fire Chief Michael Wilson, who thanked the City for allowing him to serve for over 29 years.

**6. Service Pin Awards for September 2016**

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

Interim Director of Human Service Lizette Grizzelle awarded the service pins to Felix Saldana, who was in attendance, and also recognized Janette Ramos who was not in attendance.

**7. Status of I-710 South Corridor Improvements - Early Action Soundwall Program**  
Presented by: METRO Representative

Director of Public Works, Water and Development Services Department Derek Wieske provided a brief overview of the project.

Susan Chau, CH2M/METRO Project Manager, provided a PowerPoint Presentation.

**CONSENT CALENDAR**

John Van de Kamp, Independent Counsel, inquired about the Health Department monthly report, specifically about the testing results with respect to Vernon residents. Director of Health and Environmental Control Keith Allen responded that test results were available to the public. Fred McFarlane, Senior Advisor to the City Administrator, added that the results were also available online.

It was moved by Ybarra and seconded by Woodruff-Perez to approve all matters listed under the Consent Calendar under one motion as presented. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

**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.

**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. Resolution No. 2016-58 - 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 Administrator Carlos Fandino reported on the proposed.

Council inquired about job preparedness, ongoing projects, and upcoming projects. Battalion Chief Guth responded to all comments and questions.

It was moved by Ybarra and seconded by Lopez to approve Resolution No. 2016-58. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

#### **City Clerk Department**

##### **20. Resolution No. 2016-59 - 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.

City Clerk Ayala reported on the proposed.

Mayor Pro-Tem Woodruff-Perez inquired about Councilmember Martinez's return. City Clerk Ayala responded that Councilmember Martinez informed the City she would return for the first meeting in November.

It was moved by Woodruff-Perez and seconded by Lopez to approve Resolution 2016-59. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

### **Gas and Electric Department**

- 21. Resolution No. 2016-60 - 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.

Director Nguyen reported on the proposed.

Mayor Davis inquired about the megawatt load in the City of Vernon. Staff responded that the City had a 121 megawatt load and since 2009/2010 usage has slowly declined.

It was moved by Woodruff-Perez and seconded by Ybarra to approve Resolution No. 2016-60. Motion carried, 4-0.

Davis: Yes  
Woodruff-Perez: Yes  
Martinez: Absent  
Ybarra: Yes  
Lopez: Yes

### **ORAL REPORTS**

**22. City Administrator Reports – brief reports on activities and other brief announcements by the City Administrator and Department Heads.**

Police Captain Michael Gillman reported on an employee theft at a local business and stolen credit card crime.

Interim Fire Chief Andrew Guth briefly thanked the Council and staff and reminded everyone of the great shakeout earthquake drill.

Director of Public Works, Water and Development Services Derek Wieske provided a brief update on Measure M issues.

Director of Gas and Electric Kelly Nguyen reported on one outage on October 17 that lasted 2 hours 52 minutes.

Finance Director William Fox gave a brief update on the Moody's bond review.

City Clerk Maria Ayala provided a brief report on voter outreach for the Presidential Election and the upcoming City of Vernon Election.

City Administrator Carlos Fandino provided a brief report on the following: continued recruitment of a Fire Chief; Halloween event at City Hall; League of Cities Conference; and briefly shared about an employee who had recently suffer a serious accident (outside of work hours).

**23. City Council Reports – brief AB1234 reports, or report on: activities, announcements, or directives to staff.**

Councilmember Ybarra requested that staff look into and provide a report on multi-use housing and possible locations. Director Wieske and City Administrator Fandino stated that they would explore the issue.

With no further business, at 10:11 a.m., Mayor Davis adjourned the meeting.

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William J. Davis  
Mayor

ATTEST:

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Maria E. Ayala  
City Clerk

**RECEIVED**

OCT 26 2016

**CITY CLERK'S OFFICE**



**STAFF REPORT**  
**FINANCE/TREASURY DEPARTMENT**

**RECEIVED**

OCT 25 2016

**CITY ADMINISTRATION**

CA 10-26-16

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**DATE:** October 25, 2016

**TO:** Honorable Mayor and City Council

**FROM:** William Fox, Finance Director *WFF*

**RE:** City Warrant Register for City Council Agenda of November 1, 2016

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It is recommended that the attached City Warrant Register No. 1459 be approved at the City Council meeting of November 1, 2016.

City Warrant Register No. 1459 totals \$728,705.21, and covers claims and demands presented during the period of October 11 through October 24, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of City Warrant Register No. 1459:

1. Ratification of wire transfers totaling **\$505,840.53**;
2. Ratification of the issuance of early checks totaling **\$79,987.70**; and
3. Authorization to issue pending checks totaling **\$142,876.98**.
4. Voided check No. 352642 totaling **\$49,983.10**.



**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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:

Void Checks: 352642

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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	31,982.64	Deferred Compensation: Payment	Ben192715		10/13/2016	1473	31,982.64
CALPERS	011.210240	450,095.19	PERS Contributions: Payment	Ben192717			1474	
	011.210240	242.73	PERS Survivor's Benefit: Payment	Ben192717			1474	
	011.210240	1,165.87	PERS Buy-back: Payment	Ben192717			1474	
	011.210240	-698.42	A. Hunter - BenDed to be Refunded on	Ben192717			1474	
	011.1004.502020	-0.10	PERS Contributions: Adjustment	Ben192717		10/14/2016	1474	450,805.27
CITY OF VERNON, FSA ACCOUNT	011.100013	496.31	FSA - Dependent: Payment	Ben192723			1475	
	011.100013	223.07	FSA - Medical: Payment	Ben192723		10/13/2016	1475	719.38
STATE DISBURSEMENT UNIT	011.210260	2,012.84	Child Support: Payment	Ben192725		10/17/2016	1476	2,012.84
CALPERS	011.1015.595200	2,500.00	GASB 68 Reporting Service Fee	100000014838455		09/22/2016	1477	2,500.00
CALPERS	011.1015.595200	2,500.00	GASB 68 Reporting Service Fee	100000014838456		09/22/2016	1478	2,500.00
INC AON RISK INSURANCE SVCS WE	011.1004.503035	2,230.00	Business Auto Physical Damage	101316		10/18/2016	1479	2,230.00
LLP MAYER BROWN	011.1002.596200	6,350.00	Independent Reform Matter	35204796			1480	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
						10/18/2016		6,350.00
VERIZON WIRELESS	011.9019.560010	25.21	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	41.32	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	667.01	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	496.47	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	1,374.56	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	1,650.16	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	254.42	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	296.95	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	1,843.41	Period: 09/16	090716_MULTIPLE			1481	
	011.9019.560010	90.89	Period: 09/16	090716_MULTIPLE			1481	
						10/21/2016		6,740.40
						<b>TOTAL WIRES</b>		<b>\$ 505,840.53</b>

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 2016**

**EARLY CHECKS**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC CAINE & WEINER COMPANY	011.1033.467100	60.31	Collection Services	474623		10/11/2016	352629	60.31
CALIFORNIA WATER SERVICE CO	011.1033.560000	97.17	Period: 09/16	092316			352630	
	011.1043.560000	88.85	Period: 09/16	092316(2)		10/11/2016	352630	186.02
INTERNATIONAL CODE COUNCIL	011.1041.596600	4,144.94	Code Books for Bldg Dept Inspectors	1000726743		10/11/2016	352631	4,144.94
SO CAL EDISON	011.1043.560000	33.02	Period 09/16	092916(2)		10/11/2016	352632	33.02
SO CAL EDISON	011.1048.560000	12.96	Period 09/16	100116			352633	
	011.1048.560000	13.13	Period 09/16	100116(2)		10/11/2016	352633	26.09
LLC SOLOMON PAGE GROUP	011.1016.501010	1,144.00	Temp Services / A. Luu	453965		10/11/2016	352634	1,144.00
ALFRED SOTELO	011.1026.459030	119.44	Reimb. of Prepaid Health Premiums	093016		10/11/2016	352635	119.44
SOUTH COAST AQMD	011.1049.596200	1,274.40	I C E (50-500 HP) EM ELEC	3002564			352636	
	011.1049.596200	124.35	GEN-DIESEL FY 16-17 Emissions	3003974		10/11/2016	352636	1,398.75
SANDRA D BINGMAN	011.210260	2,000.00	GARNISHMENT: Payment	Ben192709			352637	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
						10/13/2016		2,000.00
URENA DENISE	011.1026.597000	70.00	Pre-Employment Live Scan	101116			352638	
						10/13/2016		70.00
DIV OF THE STATE ARCHITECT	011.200235	73.20	3rd Qtr 2016 SB 1186	101216			352639	
						10/13/2016		73.20
FEDEX	011.1026.520000	271.40	Period: 09/16	557054810			352640	
	011.1003.520000	36.80	Period: 09/16	557054810			352640	
	011.1031.520000	30.88	Period: 09/16	557054810			352640	
						10/13/2016		339.08
FRANCHISE TAX BOARD	011.210260	180.00	Garnishment: Payment	Ben192713			352641	
						10/13/2016		180.00
INC GE MOBILE WATER	011.1033.520000	90.16	Maintenance	98314860			352643	
	011.1033.520000	98.88	Maintenance	98314861			352643	
	011.1033.520000	90.16	Maintenance	98315666			352643	
	011.1033.520000	113.36	Supplies	98325376			352643	
	011.1033.520000	56.68	Supplies	98325377			352643	
	011.1033.520000	90.16	Maintenance	98353113			352643	
	011.1033.520000	98.88	Maintenance	98353114			352643	
	011.1033.520000	90.16	Maintenance	98353815			352643	
	011.1033.520000	56.68	Supplies	98363165			352643	
	011.1033.520000	56.68	Supplies	98363257			352643	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 2016**

**EARLY CHECKS**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC GE MOBILE WATER	011.1033.520000	90.16	Maintenance	98399145			352643	
	011.1033.520000	90.16	Maintenance	98400112			352643	
	011.1033.520000	56.68	Supplies	98402109			352643	
	011.1033.520000	140.74	Maintenance & Supplies	98402110			352643	
	011.1033.520000	98.88	Maintenance	98429426			352643	
	011.1033.520000	98.88	Maintenance	98446653			352643	
						10/13/2016		1,417.30
IBEW LOCAL 47	011.210250	3,380.14	IBEW Dues: Payment	Ben192707			352644	
						10/13/2016		3,380.14
LA TESTING	011.1048.900000	42.00	4323 Furlong / Excavation	32241143			352645	
						10/13/2016		42.00
WILLIAM MCCORMICK	011.1048.530015	388.36	Reimb. Possessory Interest Tax~	101216			352646	
						10/13/2016		388.36
MERRIMAC ENERGY GROUP	011.120010	3,692.15	Diesel Fuel	2162405	011.0011856		352647	
	011.120010	349.76	State Diesel Excise Tax	2162405	011.0011856		352647	
	011.120010	2.19	Lust Fee	2162405	011.0011856		352647	
	011.120010	397.14	Clear Diesel Sales Tax	2162405			352647	
	011.120010	6,447.67	Unleaded Fuel	2162406	011.0011856		352647	
	011.120010	12.85	CA Enviro / Fed Oil Spill Tax	2162406	011.0011856		352647	
	011.120010	10.15	AB32 Fee Phase 3&4	2162406	011.0011856		352647	
	011.120010	1,014.98	State Gasoline Excise Tax	2162406	011.0011856		352647	
	011.120010	3.65	Lust Fee	2162406	011.0011856		352647	

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MERRIMAC ENERGY GROUP	011.120010	280.82	Sales Tax 3.75%	2162406		10/13/2016	352647	12,211.36
POSITIVE LAB SERVICE	011.1048.900000	404.25	Lab Services	56851			352648	
	011.1048.900000	462.00	Lab Services	56852		10/13/2016	352648	866.25
MICHAEL SHEHATA	011.9019.520010	70.84	Laptop Repair Kit for City Attorney	101116		10/13/2016	352649	70.84
TRI-CITY MUTUAL WATER COMPANY	011.1033.560000	157.50	Period: 09/16	100116		10/13/2016	352650	157.50
VERNON FIREMENS ASSOCIATION	011.210250	3,365.00	Fire House Fund: Payment	Ben192711		10/13/2016	352651	3,365.00
BENEFIT ASSOCIATION VERNON POL	011.210250	1,837.75	Police Association Member Dues: Payment	Ben192705		10/13/2016	352652	1,837.75
MELISSA YBARRA	011.1048.530015	647.48	Reimb. Possessory Interest Tax~	100416		10/13/2016	352653	647.48
PAUL CERDA JR	011.1031.596500	16.20	Firearms / Tactical Rifle Adv	091416		10/18/2016	352654	16.20
WHATLEY, PC COLANTUONO, HIGHSM	011.1024.593200	303.00	Professional Services	31707			352655	

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						10/18/2016		303.00
INC CROWN CASTLE USA	011.230230	5,000.00	Sec. Dep. Reimb. for E-2015-0253	100616			352656	
						10/18/2016		5,000.00
MICHAEL DOCHERTY	011.1031.596500	94.72	S.B. Mass Shootings "Lessons Learned"	100516			352657	
						10/18/2016		94.72
MIGUEL HERNANDEZ JR	011.1031.596500	263.52	Public Safety Honor Guard School	090116			352658	
	011.1031.596700	87.00	Public Safety Honor Guard School	090116			352658	
						10/18/2016		350.52
GUSTAVO HERRERA	011.1031.596500	113.64	SFST Training Announcement	090616			352659	
						10/18/2016		113.64
RAFAEL LANDA	011.1031.596700	87.00	Public Safety Honor Guard School	090116			352660	
						10/18/2016		87.00
MARIA MADRIGAL	011.1031.596500	27.00	Firearms / Tactical Rifle Adv	091416			352661	
						10/18/2016		27.00
NEWMIRE, BRENDA	011.1048.530015	432.35	Reim for Poss. Int Tax FY 2015-2016~	101316			352662	
						10/18/2016		432.35
TODD NEWTON	011.1031.596500	113.64	SFST Training Announcement	090616			352663	
						10/18/2016		113.64
CARLOS OURIQUE	011.1031.596500	113.64	SFST Training Announcement	090616			352664	
						10/18/2016		113.64

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SUSAN SAXE-CLIFFORD, PH.D.	011.1026.597000	400.00	Professional Services	1610041		10/18/2016	352665	400.00
PHILLIP SWINFORD	011.1031.596500	17.28	Firearms / Tactical Rifle Adv	091416		10/18/2016	352666	17.28
RICHARD VILLEGAS	011.1031.596500	104.76	Public Safety Honor Guard School	090116		10/18/2016	352667	191.76
	011.1031.596700	87.00	Public Safety Honor Guard School	090116			352667	
AT&T	011.9019.560010	1,053.94	Period: 09/16	092316_MULTIPLE		10/20/2016	352668	4,681.28
	011.9019.560010	17.94	Period: 09/16	092316_MULTIPLE			352668	
	011.9019.560010	1,097.29	Period: 09/16	092316_MULTIPLE			352668	
	011.9019.560010	2,473.48	Period: 09/16	092316_MULTIPLE			352668	
	011.9019.560010	18.36	Period: 09/16	092316_MULTIPLE			352668	
	011.9019.560010	20.27	Period: 09/16	092316_MULTIPLE			352668	
VERONICA AVENDANO	011.1026.596500	42.55	Mileage Reimbursement	100416		10/20/2016	352669	440.99
	011.1026.596500	398.44	Neogov Conference	101816			352669	
CRAIG WELDING SUPPLY CO	011.1047.520000	20.00	Welding supplies~	615090	011.0011692		352670	

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CRAIG WELDING SUPPLY CO	011.1047.520000	20.00	Welding supplies~	615636	011.0011692		352670	
	011.1047.520000	20.00	Welding supplies~	616136	011.0011692		352670	
						10/20/2016		60.00
DR DAVID N STEIN	011.1043.502030	431.00	Vision Benefits: Y. Rodriguez	091916(4)			352671	
						10/20/2016		431.00
INC F GAVINA & SONS	011.120010	691.20	0500-100 Regular Coffee, 42 - 1.5 oz.	3577913	011.0011942		352672	
	011.120010	109.52	0500-110 DeCaf Coffee, 42 - 1.5 oz.	3577913	011.0011942		352672	
	011.120010	1,824.00	0500-200 Coffee Beans, 5 lbs. per bag,	3577913	011.0011942		352672	
	011.120010	601.08	0500-210 French Vanilla Powder, #546.	3577913	011.0011942		352672	
	011.120010	546.00	0500-220 Chocolate Powder, #665.	3577913	011.0011942		352672	
	011.120010	673.76	0500-230 Cream Powder.	3577913	011.0011942		352672	
						10/20/2016		4,445.56
HOME DEPOT CREDIT SERVICES	011.1033.520000	599.84	Small tools & plumbing hardware~	092316_MULTIPLE	011.0011760		352673	
	011.1043.520000	986.85	Tools and plumbing hardware.~	092716_MULTIPLE	011.0011703		352673	
	011.1046.520000	47.55	Tools and plumbing hardware.~	092716_MULTIPLE	011.0011703		352673	
	011.1047.520000	433.82	Tools and plumbing hardware.~	092716_MULTIPLE	011.0011703		352673	
	011.1048.520000	81.59	Tools and plumbing hardware.~	092716_MULTIPLE	011.0011703		352673	
	011.1049.520000	731.51	Tools and plumbing hardware.~	092716_MULTIPLE	011.0011703		352673	
						10/20/2016		2,881.16

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KRONICK, MOSKOVITZ, TIEDEMANN,	011.1023.900000	5,088.46	Legal and related services to assist	281066	011.0008633		352674	
						10/20/2016		5,088.46
LLC LEVEL 3 COMMUNICATIONS	057.1057.500173	4,532.31	Fiber Optic Internet Access Contract	47243541	057.0000051		352675	
						10/20/2016		4,532.31
OFFICE DEPOT	011.9019.520000	158.32	Office Supplies, Order #859716744001	082916_MULTIPLE	011.0011841		352676	
	011.9019.520000	14.24	Sales Tax	082916_MULTIPLE			352676	
	011.1033.520000	348.17	Office Supplies, Order #857846821	083016_MULTIPLE	011.0011839		352676	
	011.1033.520000	31.33	Sales Tax	083016_MULTIPLE			352676	
	011.1043.520000	110.08	Office Supplies, Order #865770129	092616_MULTIPLE	011.0011891		352676	
	011.1041.520000	245.41	Office Supplies, Order #865770129	092616_MULTIPLE	011.0011891		352676	
	011.1040.520000	34.32	Office Supplies, Order #865770129	092616_MULTIPLE	011.0011891		352676	
	020.1084.520000	23.49	Office Supplies, Order #865770129	092616_MULTIPLE	011.0011891		352676	
	011.1043.520000	9.92	Sales Tax	092616_MULTIPLE			352676	
	011.1041.520000	22.11	Sales Tax	092616_MULTIPLE			352676	
	011.1040.520000	3.09	Sales Tax	092616_MULTIPLE			352676	
	020.1084.520000	2.12	Sales Tax	092616_MULTIPLE			352676	

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OFFICE DEPOT	011.120010	657.60	Office Supplies, Order #860900827	860900827001	011.0011844		352676	
	011.120010	401.22	Same as above, taxable	860900827001	011.0011844		352676	
	020.1084.520000	3.37	Same as above, taxable	860900827001	011.0011844		352676	
	011.120010	36.10	Sales Tax	860900827001			352676	
	020.1084.520000	0.30	Sales Tax	860900827001			352676	
	020.1084.520000	65.16	Office Supplies, Order #860902293	860902293001	011.0011888		352676	
	020.1084.520000	5.86	Sales Tax	860902293001			352676	
	011.1004.520000	130.68	Office Supplies, Order #860919088001	860919088001	011.0011843		352676	
	011.1004.520000	11.76	Sales Tax	860919088001			352676	
	011.1033.520000	113.35	Office Supplies, Order #866270101	866270101001	011.0011892		352676	
	011.1033.520000	10.20	Sales Tax	866270101001			352676	
						10/20/2016		2,438.20
INC PROMOSHOP	011.1026.596900	1,874.80	Blackpen Grande	092616			352677	
						10/20/2016		1,874.80
ANA RUEDA	011.1026.596500	262.18	Neogov Conference	101716			352678	
						10/20/2016		262.18
SO CAL EDISON	011.1042.560000	207.83	Period: 09/16	100616			352679	
						10/20/2016		207.83
LLC SOLOMON PAGE GROUP	011.1016.501010	858.00	Temp Services / A. Luu	456585			352680	
						10/20/2016		858.00
SPRINT	011.9019.560010	32.41	Period: 09/16	677975318179			352681	

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						10/20/2016		32.41
STAPLES ADVANTAGE	011.1033.520000	395.78	Office Supplies, Order #7161577455	8040851795	011.0011842		352682	
	011.1033.520000	35.62	Sales Tax	8040851795			352682	
						10/20/2016		431.40
THE GAS COMPANY	011.1033.560000	4.82	Period: 09/09 - 10/08	101116			352683	
	011.1033.560000	142.63	Period: 09/08 - 10/07	101116(2)			352683	
	011.1033.560000	45.96	Period: 09/09 - 10/08	101116(3)			352683	
	011.1033.560000	91.58	Period: 09/09 - 10/08	101116(4)			352683	
	011.1048.560000	22.21	Period: 09/09 - 10/08	101116(5)			352683	
	011.1049.560000	97.15	Period: 09/12 - 10/10	101216			352683	
	011.1043.560000	48.57	Period: 09/12 - 10/10	101216			352683	
	020.1084.560000	48.58	Period: 09/12 - 10/10	101216			352683	
	011.1049.560000	159.53	Period: 09/12 - 10/10	101216(2)			352683	
						10/20/2016		661.03
UPS	011.1041.520000	74.23	Period: 10/16	933312416			352684	
	011.1033.520000	22.28	Period: 10/16	933312416			352684	
						10/20/2016		96.51
LLC WEBCO LB	011.1043.590000	9,145.00	Street Sweeping Services 09/16	LB2872			352685	
						10/20/2016		9,145.00
<b>TOTAL EARLY CHECKS</b>								<b>\$ 79,987.70</b>

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INC A AND A FLEET PAINTING	011.1041.410210	300.00	Refund: Duplicate App. 6140 Alcoa Ave	092916		352686	300.00
AFC HYDRAULIC SEALS & REPAIR	011.1046.520000	68.00	Seal kit 3" rod X 5" bore	23665	011.0011880	352687	
	011.1046.520000	175.00	Re-Chrome rod 3" X 18"	23665	011.0011880	352687	
	011.1046.520000	67.00	Chevron hydraulic oil AW 32 (5gal.pl)	23665	011.0011880	352687	
	011.1046.590000	225.00	Labor to assemble cylinder, hone	23665	011.0011880	352687	
	011.1046.590000	450.00	Labor to remove and install cylinder	23665	011.0011880	352687	
	011.1046.520000	27.90	Sales Tax	23665		352687	1,012.90
INC AMBIENT ENVIRONMENTAL	011.1049.590000	900.00	Asbestos Survey & Work Plan	7054		352688	900.00
INC ANGEL CITY DATA	011.1036.590000	50.00	Design, Dvlpmt, and Maintenance	14687		352689	50.00
CLAUDIA ARELLANO	011.1043.596500	18.04	Cap & Trade Funding Workshop	101116		352690	18.04
BANK OF NEW YORK MELLON, TRUST	011.1004.595200	2,482.00	Admin Fee 09/16 - 09/17	2521974864		352691	2,482.00
BATTERY SYSTEMS INC	011.1046.520000	211.48	Vehicle Batteries~	092816_MULTIPL E	011.0011683	352692	211.48

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VEHICLES BLACK & WHITE EMERGEN	011.4031.850000	390.00	Labor Charge: Installation of Panasonic	1467	011.0010413	352693	
	011.1031.570000	342.00	Item No. MMSU-1~	1536	011.0011837	352693	
	011.1031.570000	170.00	Install Magnetic Mics into Patrol Unit	1536	011.0011837	352693	
	011.1031.570000	30.78	Sales Tax	1536		352693	932.78
MICHAEL BUSCH	011.1033.502030	150.00	Vision Benefits / M. Busch	100416		352694	150.00
CAL DEPT OF PUBLIC HEALTH	011.1060.596550	175.00	Renewal Application: K. Allen	101216		352695	175.00
CALIFORNIA FRAME & AXLE	011.1046.520000	638.17	Repairs~	092716_MULTIPLE	011.0011681	352696	638.17
CAMINO REAL CHEVROLET	011.1046.520000	386.87	Auto Supplies~	091916_MULTIPLE	011.0011682	352697	386.87
CALPORTLAND COMPANY	020.1084.520000	571.36	Supplies	92978248		352698	
	020.1084.520000	708.92	Supplies	93012369		352698	1,280.28
CDW GOVERNMENT, INC.	057.1057.520000	172.94	NETGEAR N750 Dual Band Gigabit WiFi	FLT9604	057.0000067	352699	
	057.1057.520000	15.56	Sales Tax	FLT9604		352699	
	057.1057.520000	422.28	NETGEAR AC1750 WiFi Cable Modem Router	FMC4974	057.0000067	352699	

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CDW GOVERNMENT, INC.	057.1057.520000	38.01	Sales Tax	FMC4974		352699	
	011.9019.520010	143.56	Honeywell Hepa Air Purifier~	FMC5756,FNN718 7	011.0011813	352699	
	011.9019.520010	12.92	Sales Tax	FMC5756,FNN718 7		352699	
	011.9019.520010	390.95	Microsoft Surface 65W Power Supply	FMT5430	011.0011908	352699	
	011.9019.520010	69.28	Dell Slipcase - notebook carrying case	FMT5430	011.0011908	352699	
	011.9019.520010	96.00	Microsoft Wireless Mobile Mouse 1850	FMT5430	011.0011908	352699	
	011.9019.520010	43.84	Sales Tax	FMT5430		352699	
	011.9019.520010	6.23	Sales Tax	FMT5430		352699	
	011.9019.520010	1,014.05	Apple 12.9-inch iPad Pro Wi-Fi - tablet	FNC1274	011.0011908	352699	
	011.9019.520010	3.00	Freight	FNC1274	011.0011908	352699	
	011.9019.520010	91.26	Sales Tax	FNC1274		352699	
	011.9019.520010	1,679.24	VIZIO D65-D2 D-Series - 65" LED TV~	FNS4171	011.0011937	352699	
	011.9019.520010	289.50	Peerless ST670 Tilt Wall Mounting Kit~	FNS4171	011.0011937	352699	
	011.9019.520010	10.00	RECYCLING FEE 35" AND OVER~	FNS4171	011.0011937	352699	
	011.9019.520010	177.19	Sales Tax	FNS4171		352699	
	011.9019.520010	23.27	Bytecc BT-144 Floppy Disk Drive~	FNS8021	011.0011937	352699	
	011.9019.520010	2.09	Sales Tax	FNS8021		352699	
							4,701.17
MATTHEW CEBALLOS	011.1003.502030	395.00	Vision Benefits / M. Ceballos	101716		352700	
	011.1003.502030	395.00	Vision Benefits / L. Ceballos	101716(2)		352700	
							790.00

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CENTRAL FORD	011.1046.520000	842.75	Auto Parts~	092916_MULTIPLE	011.0011705	352701	842.75
ERIK CHENG	011.1060.596500	19.44	Emergency Response	090716		352702	19.44
CITY OF HUNTINGTON PARK	011.1031.594200	3,654.75	Prisoner Booking 07/16	17793		352703	3,654.75
INC CROSSPOINT NETWORK SOLUTIONS	011.9019.520010	750.00	MiCollab Client License - Softphone x1	13276	011.0011934	352704	
	011.9019.520010	-75.00	Discount	13276	011.0011934	352704	675.00
CURRENT WHOLESAL ELECTRIC	011.1049.520000	905.72	Electrical and hardware supplies~	092116_MULTIPLE	011.0011691	352705	
	011.1048.590000	3,968.00	Cimarron (CL1) LED fixtures, model	243231	011.0011803	352705	
	011.1048.590000	357.12	Sales Tax	243231		352705	
	011.1049.520000	1,424.00	CWLL-GPA520-3-4R-S18-3E81, light	243269	011.0011834	352705	
	011.1049.520000	128.16	Sales Tax	243269		352705	6,783.00
DANGELO CO	011.120010	899.11	Water parts~	S1288033001	011.0011694	352706	
	020.1084.520000	2,046.31	HYMAX 14" Flg. Adapter 15.00 - 17.10,	S1288296001	011.0011909	352706	
	020.1084.520000	184.17	Sales Tax	S1288296001		352706	3,129.59
WILLIAM DAVIS	011.1001.596500	339.89	League of CA Cities Annual Conference	101716		352707	

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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>
							339.89
DEPT OF TOXIC SUBSTANCES CTRL	011.1060.596550	765.00	Annual Verification Questionnaire	100516		352708	765.00
DR. JOSEPH HSU	011.1043.502030	450.00	Vision Benefits / A. Melendez	100316		352709	900.00
	011.1043.502030	450.00	Vision Benefits / J. Hsu	100316(2)		352709	
INC EASTERN GROUP PUBLICATIONS	011.1043.596200	150.00	Request for Proposals~	44398		352710	150.00
FIRE APPARATUS SOLUTIONS	011.1033.570000	1,824.59	Repairs	10619		352711	7,026.02
	011.1033.570000	997.46	Repairs	10620		352711	
	011.1033.570000	1,039.53	Repairs	10621		352711	
	011.1033.570000	1,411.25	Repairs	10622		352711	
	011.1033.570000	155.26	Repairs	10623		352711	
	011.1033.570000	1,482.33	Repairs	10624		352711	
	011.1033.570000	115.60	Repairs	10625		352711	
INC FLEMING ENVIRONMENTAL	011.1049.590000	475.00	Designated Operator Site Inspections	11948		352712	475.00
GARVEY EQUIPMENT COMPANY	011.1046.520000	771.30	Hardware Supplies~	093016_MULTIPIL E	011.0011680	352713	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
							771.30
INC GE MOBILE WATER	011.1033.520000	90.16	Maintenance	98446652		352714	
	011.1033.520000	90.16	Maintenance	98447484		352714	
	011.1033.520000	56.68	Supplies	98462301		352714	
							237.00
GOVCONNECTION, INC.	011.9019.520010	3,343.58	Item Number: 31838050~	54186698	011.0011935	352715	
	011.9019.520010	784.05	Item Number:16513151~	54186698	011.0011935	352715	
	011.9019.520010	3.00	State Environmental Fee	54186698	011.0011935	352715	
	011.9019.520010	371.48	Sales Tax	54186698		352715	
							4,502.11
H&H WHOLESALE PARTS	011.1046.520000	62.64	ACD 10-9230 engine oil	1IN0117530	011.0011879	352716	
	011.1046.520000	195.40	ACD 17D1194CH rear brake pads	1IN0117530	011.0011879	352716	
	011.1046.520000	103.20	XO5W20QSP engine oil	1IN0117530	011.0011879	352716	
	011.1046.520000	32.51	Sales Tax	1IN0117530		352716	
							393.75
CONSTRUCTION SUPPLY HD SUPPLY	011.1049.520000	131.59	Hardware supplies~	10005710751	011.0011693	352717	
	011.120010	144.46	Hardware supplies~	10005710751	011.0011693	352717	
	011.120010	1,046.96	Hardware supplies~	50005006283	011.0011693	352717	
							1,323.01
COREY HERNANDEZ	011.1026.596800	554.47	Tuition Reimbursement	090116		352718	
							554.47

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
HI-LINE INC	011.120010	182.04	0270-100 CRC Cutting Oil, #AS33.	10482734	011.0011798	352719	
	011.120010	10.81	Freight	10482734	011.0011798	352719	
	011.120010	16.38	Sales Tax	10482734		352719	
							209.23
HOME DEPOT CREDIT SERVICES	011.120010	665.28	0730-060 60 lb. bags of Quikrete	082416_MULTIPLE(3)	011.0011802	352720	
	011.120010	278.95	0730-100 94 lb. bags of Portland	082416_MULTIPLE(3)	011.0011802	352720	
	011.120010	60.00	Pallet Fee	082416_MULTIPLE(3)	011.0011802	352720	
	011.120010	-127.70	Discount	082416_MULTIPLE(3)	011.0011802	352720	
	011.120010	89.00	Freight	082416_MULTIPLE(3)	011.0011802	352720	
	011.120010	98.39	Sales Tax	082416_MULTIPLE(3)		352720	
							1,063.92
INSIGHT PUBLIC SECTOR, INC	011.9019.520010	132.56	Material: DS-DA-602~	1100499369	011.0011870	352721	
	011.9019.520010	11.93	Sales Tax	1100499369		352721	
							144.49
INC INTERWEST CONSULTING GROUP	011.1041.595200	4,104.00	Professional Services	29201		352722	
							4,104.00
JACK'S MUFFLER SERVICE	011.1046.520000	185.00	418005 catalytic converter	7272	011.0011918	352723	
	011.1046.590000	90.00	Labor to replace catalytic converter	7272	011.0011918	352723	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
JACK'S MUFFLER SERVICE	011.1046.520000	16.65	Sales Tax	7272		352723	
							291.65
INC JERRY'S AUTO BODY	011.1046.520000	15.00	Paint and material to repair cracked	30310	011.0011913	352724	
	011.1046.590000	60.00	Labor to repair cracked switch housing	30310	011.0011913	352724	
	011.1046.520000	1.35	Sales Tax	30310		352724	
							76.35
JETRO	011.1049.520000	741.60	Arrowhead Bottled Water, Screw On Cap,	201829	011.0011853	352725	
	011.1049.520000	57.90	Arrowhead Bottled Water, 6 gal. per	201829	011.0011853	352725	
	011.1049.520000	71.96	Sales Tax	201829		352725	
							871.46
LINDA JOHNSON	011.1061.596500	57.61	Enforcement Advisory Council	090816		352726	
							57.61
LLC JSB FIRE PROTECTION	011.1033.595200	3,399.71	Professional Services	16209		352727	
							3,399.71
JUDICIAL DATA SYSTEMS CORP	011.1031.594200	100.00	Parking Activity 08/16	6246		352728	
							100.00
KJ SERVICES	011.1060.596200	247.20	Recycling Program Activities 09/16	8730		352729	
							247.20
LA COUNTY ASSESSOR OFFICE	011.9019.590110	400.00	City of Vernon will receive parcel data	092216_MULTIPLE	011.0011950	352730	
				E			400.00

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
LB JOHNSON HARDWARE CO #1	011.1046.520000	105.48	Plumbing and building hardware ~	092916_MULTIPLE	011.0011689	352731	
	011.1048.520000	12.82	Plumbing and building hardware ~	092916_MULTIPLE	011.0011689	352731	
	011.1049.520000	129.63	Plumbing and building hardware ~	092916_MULTIPLE	011.0011689	352731	
	020.1084.520000	55.43	Plumbing and building hardware ~	092916_MULTIPLE	011.0011689	352731	
	011.1033.520000	42.75	Hardware Supplies~	684475	011.0011759	352731	346.11
INC LIFE ASSIST	011.1033.520000	1,259.56	Medical Supplies~	765271	011.0011740	352732	1,259.56
LN CURTIS & SONS	011.1033.520000	230.50	CMC Anchor Straps Large~	INV56063	011.0011895	352733	
	011.1033.520000	20.75	Sales Tax	INV56063		352733	251.25
LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	1,115.25	Repairs~	092916_MULTIPLE	011.0011687	352734	1,115.25
RORY MOORE	011.1033.502030	328.97	Vision Benefits / M. Moore	100616		352735	
	011.1033.502030	244.00	Vision Benefits / R. Moore	100616(2)		352735	572.97
NAPA AUTO PARTS	011.1046.520000	2,216.26	Auto Parts~	092916_MULTIPLE	011.0011735	352736	2,216.26

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
NAPA AUTO PARTS	011.1046.590000	214.00	Pro-demand 5 repair manual up to medium	NAPATracs(2)	011.0011876	352737	
							214.00
NET TRANSCRIPTS, INC.	011.1031.596200	33.75	Transcription Services	9632IN		352738	
							33.75
UPHOLSTERY NICK ALEXANDER REST	011.1046.520000	35.50	Material to reupholster seat	3291	011.0011915	352739	
	011.1046.590000	95.00	Labor	3291	011.0011915	352739	
	011.1046.520000	3.20	Sales Tax	3291		352739	
	011.1046.520000	37.50	Material to reupholster drivers seat	3292	011.0011881	352739	
	011.1046.590000	75.00	Labor to reupholster drivers seat	3292	011.0011881	352739	
	011.1046.520000	3.38	Sales Tax	3292		352739	
	011.1046.520000	57.50	Material to reupholster drivers seat	3293	011.0011916	352739	
	011.1046.590000	165.00	Labor	3293	011.0011916	352739	
	011.1046.520000	5.18	Sales Tax	3293		352739	
							477.26
INC NOBEL SYSTEMS	011.9019.860000	7,200.00	Data Conversion for the reminder Area	13931	011.0011468	352740	
	011.9019.860000	6,300.00	Data Conversion for the reminder Area	13949	011.0011468	352740	
							13,500.00
LYNDON ONG YIU	011.1060.596500	37.26	Southern CA Food~	092716		352741	
							37.26
DANIEL ONOPA	011.1031.540000	536.66	Reimb. for Half the Cost of Bulletproof	100416		352742	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
							536.66
PACER SERVICE CENTER	011.1024.596200	39.50	Electronic Records Service	4278774Q32016		352743	39.50
PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	165.95	Plumbing and building hardware~	092916_MULTIPLE	011.0011690	352744	165.95
QUINN CO.	011.1046.520000	8.90	201-1919 lug nuts	PC810756558	011.0011914	352745	
	011.1046.520000	14.50	8T-5439 washers	PC810756558	011.0011914	352745	
	011.1046.520000	59.80	226-4346 rear wheel studs	PC810756558	011.0011914	352745	
	011.1046.520000	15.55	231-0687 front wheel studs	PC810756558	011.0011914	352745	
	011.1046.590000	15.18	Freight	PC810756558	011.0011914	352745	
	011.1046.520000	8.89	Sales Tax	PC810756558		352745	122.82
INC RICHARD P GUESS MD	011.1033.596200	750.00	Medical Director Fees	100116		352746	750.00
LLP RUTAN & TUCKER	011.1024.593200	17,058.46	Re: Malkenhorst PERS Litigation	759012		352747	17,058.46
SANDLER BROS.	011.120010	1,470.00	0560-300 Cotton Knit Rags, Rag Bale	196755IN	011.0011886	352748	
	011.120010	132.30	Sales Tax	196755IN		352748	1,602.30
SANTA FE BUILDING MAINTENANCE	011.1049.590000	6,368.00	Janitorial Services 09/16	15296		352749	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
							6,368.00
INC SECURITY PAVING COMPANY	020.1084.520000	163.50	Crush Base Materials~	13738	011.0011704	352750	163.50
SINGROUP/KARMAN	011.1031.520000	368.92	Framed Sign	18823		352751	368.92
SILVA'S PRINTING NETWORK	011.1002.520000	54.00	1 Box of 500 Business Cards for Diana	26241	011.0011862	352752	
	011.1002.520000	4.86	Sales Tax	26241		352752	
	011.1060.520000	54.00	City of Vernon Health & Environmental	26273	011.0011902	352752	
	011.1060.520000	64.00	Re- order:~	26273	011.0011902	352752	
	011.1060.520000	10.62	Sales Tax	26273		352752	
	011.1004.520000	64.00	Business Cards: Shirley Salas~	26275	011.0011906	352752	
	011.1016.520000	64.00	Business Cards: Claudia Luna~	26275	011.0011906	352752	
	011.1016.520000	64.00	Business Cards: Marisela Martinez~	26275	011.0011906	352752	
	011.1004.520000	5.76	Sales Tax	26275		352752	
	011.1016.520000	11.52	Sales Tax	26275		352752	396.76
SOUTHERN CALIFORNIA OVERHEAD	011.1049.590000	1,450.00	Professional Services	49654		352753	1,450.00
SUPER FORD	011.1046.590000	315.00	Labor only to diagnose and repair	116427	011.0011878	352754	315.00
SUPERIOR CT OF CAL OF LA	011.1031.594200	175.00	Parking Citations 08/16	081216(2)		352755	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
							175.00
INC THE LIGHTHOUSE	011.1046.520000	338.21	Auto Parts~	093016_MULTIPL E	011.0011686	352756	338.21
THOMSON REUTERS - WEST	011.1024.596600	300.00	West Information Charges	834810047		352757	300.00
JERRICK TORRES	011.1060.596500	277.26	CA Stormwater Quality Assoc. Conf.	091516		352758	277.26
MAURO TRUJILLO	011.1043.596500	18.14	Supervisor & Leadership Training	092916		352759	
	020.1084.596500	27.22	Supervisor & Leadership Training	092916		352759	45.36
UC REGENTS	011.1033.596200	2,475.00	CE/QI Services 10/16	1633		352760	2,475.00
UPS	011.1033.520000	10.46	Period: 09/16	933312406		352761	
	011.1041.520000	81.49	Period: 09/16	933312406		352761	91.95
PC US HEALTHWORKS MEDICAL GROU	011.1026.597000	152.00	Medical Services	2991853CA		352762	152.00
USA BLUE BOOK	020.1084.520000	563.40	4" WIKA Liquid Filled Gauge, 0 - 160	70046	011.0011898	352763	
	020.1084.520000	341.70	2-1/2" Ashcroft Liquid Filled Gauge, 0	70046	011.0011898	352763	

**CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 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>
USA BLUE BOOK	020.1084.520000	28.04	Freight	70046	011.0011898	352763	
	020.1084.520000	83.98	Sales Tax	70046		352763	1,017.12
FERNANDO VALENZUELA	011.1031.502030	226.00	Vision Benefits / F. Valenzuela	100316		352764	226.00
LLP VASQUEZ & COMPANY	011.1004.595200	25,100.00	Professional Services	2160766IN		352765	25,100.00
INC WEST COAST ARBORISTS	011.1043.590000	2,240.00	Tree Maintenance	118675		352766	2,240.00
INC WETIP	011.5031.596200	1,000.00	Annual Membership	3712		352767	1,000.00
WILLIAMS DATA MANAGEMENT	011.1003.596200	1,186.62	Storage Services	376519		352768	1,186.62
LLC WITTMAN ENTERPRISES	011.1033.596200	930.07	Billing Services	1609069		352769	930.07
MELISSA YBARRA	011.1001.596500	66.44	League of Cities 2016 Annual Conference	101816		352770	66.44
INC ZUMAR INDUSTRIES	011.1049.520000	95.33	Regulatory signs~	090916_MULTIPLE	011.0011688	352771	
	011.120010	262.69	Regulatory signs~	090916_MULTIPLE	011.0011688	352771	

CITY OF VERNON  
 WARRANT REGISTER NO. 1459  
 NOVEMBER 1, 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>
							358.02
<b>TOTAL PRINTED CHECKS</b>						<b>\$</b>	<b>142,876.98</b>

CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 2016

**RECAP BY FUND**

FUND	WIRE TOTAL	EARLY CHECK TOTAL	PRINTED CHECK TOTAL	TOTAL
011 - GENERAL	\$ 505,840.53	\$ 75,306.51	\$ 137,454.16	\$ 718,601.20
020 - WATER	0.00	148.88	4,774.03	4,922.91
057 - FIBER OPTIC	0.00	4,532.31	648.79	5,181.10
<b>GRAND TOTAL</b>	<b>\$ 505,840.53</b>	<b>\$ 79,987.70</b>	<b>\$ 142,876.98</b>	<b>\$ 728,705.21</b>

TOTAL CHECKS TO BE PRINTED 86

CITY OF VERNON  
WARRANT REGISTER NO. 1459  
NOVEMBER 1, 2016

VOID LIST

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<u>CHECK NUMBER</u>	<u>VENDOR NAME</u>	<u>AMOUNT</u>
352642	FS CONTRACTORS	\$ 49,983.10

**RECEIVED**  
OCT 26 2016  
CITY CLERK'S OFFICE



**STAFF REPORT**  
**FINANCE/TREASURY DEPARTMENT**

**RECEIVED**

OCT 25 2016

CITY ADMINISTRATION

CA 10-26-16

---

**DATE:** October 25, 2016

**TO:** Honorable Mayor and City Council

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

**RE:** Light & Power Warrant Register for City Council Agenda of November 1, 2016

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It is recommended that the attached Light & Power Warrant Register No. 424 be approved at the City Council meeting of November 1, 2016.

Light & Power Warrant Register No. 424 totals \$6,880,221.15, and covers claims and demands presented during the period of October 11 through October 24, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Light & Power Warrant Register No. 424:

1. Ratification of wire transfers totaling **\$6,804,700.31**;
2. Ratification of the issuance of early checks totaling **\$62,040.28**; and
3. Authorization to issue pending checks totaling **\$13,480.56**.



**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 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. 424  
NOVEMBER 1, 2016**

**WIRES**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
LLC BICENT (CALIFORNIA) HOOVER	055.9200.500150	-12,631.44	Energy Price Difference	CFD9201601			6199	
	055.9200.500180	237,853.52	Capacity Price Difference	CFD9201601			6199	
	055.9200.500180	44,053.89	Uprating Credit	CFD9201601			6199	
	055.9200.500150	-7,331.40	CES Costs	CFD9201601			6199	
						10/20/2016		261,944.57
LLC BICENT (CALIFORNIA) MALBUR	055.9200.500150	342,799.61	Energy Charge	09201601			6200	
	055.9200.500180	3,407,727.20	Capacity Charge	09201601			6200	
	055.9200.500150	44,460.00	Implementation Fee	09201601			6200	
	055.9200.500150	-565.75	Fuel Burden	09201601			6200	
						10/20/2016		3,794,421.06
LLC BIOFUEL GENERATION SERVICE	055.9200.500162	18,750.75	Biomethane 08/16	RPS82016			6201	
						10/11/2016		18,750.75
CALIFORNIA ISO	055.9200.500150	-8,420.93	Recalculation Charges 09/16	201610043133457 808			6202	
	055.9200.500170	-756.25	Recalculation Charges 09/16	201610043133457 808			6202	
	055.9200.500190	-43.80	Recalculation Charges 09/16	201610043133457 808			6202	
	055.9200.500210	-16.24	Recalculation Charges 09/16	201610043133457 808			6202	
	055.9200.500150	-691.06	Recalculation Charges 03/15	201610043133457 808			6202	

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 2016**

**WIRES**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	WIRE NUMBER	AMOUNT
CALIFORNIA ISO	055.9200.500170	-317.37	Recalculation Charges 03/15	201610043133457 808			6202	
	055.9200.500190	-0.74	Recalculation Charges 03/15	201610043133457 808			6202	
	055.9200.500150	7,823.53	Initial Charges 10/16	201610043133457 808			6202	
	055.9200.500210	3,928.27	Initial Charges 10/16	201610043133457 808			6202	
	055.9200.500170	-577.90	Initial Charges 10/16	201610043133457 808			6202	
	055.9200.500190	-1,444.31	Initial Charges 10/16	201610043133457 808			6202	
	055.9200.500150	0.08	Recalculation Charges 10/13	201610043133457 808			6202	
	055.9200.500170	0.02	Recalculation Charges 10/13	201610043133457 808			6202	
	055.9200.500190	-39.73	Recalculation Charges 10/13	201610043133457 808			6202	
	055.9200.500150	25,868.75	Initial Charges 09/16	201610043133457 808			6202	
	055.9200.500170	1,074,513.07	Initial Charges 09/16	201610043133457 808			6202	
	055.9200.500210	13,772.01	Initial Charges 09/16	201610043133457 808			6202	
	055.9200.500240	2,067.90	Initial Charges 09/16	201610043133457 808			6202	
	055.9200.500190	-1,555.31	Initial Charges 09/16	201610043133457 808			6202	
						10/11/2016		1,114,109.99

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 2016**

**WIRES**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500150	-15,964.65	Recalculation Charges 09/16	201610113133486 101			6203	
	055.9200.500170	-1,926.20	Recalculation Charges 09/16	201610113133486 101			6203	
	055.9200.500190	34.29	Recalculation Charges 09/16	201610113133486 101			6203	
	055.9200.500210	26.10	Recalculation Charges 09/16	201610113133486 101			6203	
	055.9200.500150	95,058.29	Initial Charges 10/16	201610113133486 101			6203	
	055.9200.500210	16,171.66	Initial Charges 10/16	201610113133486 101			6203	
	055.9200.500170	-17,494.24	Initial Charges 10/16	201610113133486 101			6203	
	055.9200.500190	-6,208.70	Initial Charges 10/16	201610113133486 101			6203	
	055.9200.500150	1,869.93	Recalculation Charges 12/15	201610113133486 101			6203	
	055.9200.500190	836.49	Recalculation Charges 12/15	201610113133486 101			6203	
	055.9200.500151	-0.42	Recalculation Charges 12/15	201610113133486 101			6203	
	055.9200.500170	-81.24	Recalculation Charges 12/15	201610113133486 101			6203	
	055.9200.500150	17.39	Initial Charges 10/16	201610113133486 127			6203	
	055.9200.500150	-3.92	Recalculation Charges 09/16	201610113133486 127			6203	
						10/18/2016		72,334.78

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 2016**

**WIRES**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>WIRE NUMBER</u>	<u>AMOUNT</u>
CALIFORNIA ISO	055.9200.500150	399,347.13	Collateral Payment	102016		10/20/2016	6204	399,347.13
US DEPARTMENT OF ENERGY	055.9200.500150	29,945.23	Energy Purchase 09/16	GG1766A0916			6205	
	055.9200.500180	17,873.28	Energy Purchase 09/16	GG1766A0916			6205	
	055.151000	-44,053.89	Energy Purchase 09/16	GG1766A0916		10/21/2016	6205	3,764.62
LLC EDF TRADING NORTH AMERICA	055.9200.500180	20,400.00	Energy Purchase 09/16	190030		10/20/2016	6206	20,400.00
LLC INLAND EMPIRE ENERGY CENTE	055.9200.500180	17,250.00	Energy Purchases 10/16	1		10/11/2016	6207	17,250.00
INC PETRELLI ELECTRIC	055.200400	516,056.50	Electric Service Maintenance	160962			6208	
	055.200400	339,092.67	Electric Service Maintenance	160963		10/21/2016	6208	855,149.17
POWEREX CORP	055.9200.500150	247,228.24	Energy Purchase 09/16	50747001		10/20/2016	6209	247,228.24
<b>TOTAL WIRES</b>								<b>\$ 6,804,700.31</b>

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 2016**

**EARLY CHECKS**

<u>VENDOR DISPLAY</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>INVOICE</u>	<u>P.O.#</u>	<u>DATE ISSUED</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>
INC A THRONE CO	055.8100.596200	129.86	Portable Restrooms	477985			512323	
	055.8100.596200	187.29	Portable Restrooms	478204			512323	
	055.8100.596200	298.38	Portable Restrooms	479896			512323	
	055.8100.596200	90.78	Portable Restrooms	480866			512323	
	055.8100.596200	298.38	Portable Restrooms	483874			512323	
						10/13/2016		1,004.69
LP BLOOMBERG FINANCE	055.9200.596200	273.00	Market Information Services	5603547361			512324	
	055.9200.596200	10,980.00	Market Information Services	5603547362			512324	
						10/13/2016		11,253.00
INC KONECRANES	055.8400.590000	1,540.00	Crane Trouble Shooting	SFS52550			512325	
						10/13/2016		1,540.00
INC MARX BROS FIRE EXTINGUISHE	055.8200.596200	235.00	Fire Extinguisher Services	H041085			512326	
	055.8400.596200	235.00	Fire Extinguisher Services	H041085			512326	
						10/13/2016		470.00
INC MG ANZ ENTERPRISES	055.9000.900000	2,625.00	Kitchen Breakroom Installation	61105			512327	
						10/13/2016		2,625.00
SO CAL EDISON	055.9200.560010	729.44	Period 09/16	100416			512328	
						10/13/2016		729.44
SO CAL EDISON	055.9100.464000	15.33	Bill Of Sale For Joint Pole, Salvage	7500712653			512329	
						10/13/2016		15.33

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 2016**

**EARLY CHECKS**

VENDOR DISPLAY	ACCOUNT NUMBER	AMOUNT	DESCRIPTION	INVOICE	P.O.#	DATE ISSUED	CHECK NUMBER	AMOUNT
UNIFIRST CORPORATION	055.9000.520000	2,192.40	Ogio Roamer Backpack~	2006243	055.0002407		512330	
	055.9000.520000	533.72	Ogio Apex Messenger Bag~	2006243	055.0002407		512330	
	055.9000.520000	1,363.44	New Era Structured Stretch Cotton Cap~	2006243	055.0002407		512330	
	055.9000.520000	368.06	Sales Tax	2006243			512330	
						10/13/2016		4,457.62
LLC DC CONSULTING SERVICES	055.8200.596200	9,700.00	Consulting Services	7060			512331	
						10/18/2016		9,700.00
MAYWOOD CAR WASH	055.8100.570000	92.00	Full Service Car Wash~	832	055.0002410		512332	
						10/18/2016		92.00
INC OPEN ACCESS TECHNOLOGY	055.9200.596200	728.72	Electronic Tagging~	123758	055.0002432		512333	
						10/18/2016		728.72
INC A THRONE CO	055.8100.596200	90.78	Portable Restrooms	478810			512334	
	055.8100.596200	298.38	Portable Restrooms	481951			512334	
	055.8100.596200	90.78	Portable Restrooms	482868			512334	
	055.8100.596200	90.78	Portable Restrooms	484829			512334	
						10/20/2016		570.72
AT&T	055.9200.560010	450.61	Period: 10/16	2164273483			512335	
						10/20/2016		450.61
AT&T	055.9200.560010	152.00	Period: 09/16	3882482305			512336	
						10/20/2016		152.00
CH2M HILL ENGINEERS, INC.	055.9000.596200	9,844.10	Environmental Support Services	381080814			512337	

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 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>
						10/20/2016		9,844.10
INC FRY'S ELECTRONICS	055.8000.520000	245.19	Supplies~	092216_MULTIPLE	055.0002417		512338	
						10/20/2016		245.19
INC HAULAWAY RUBBISH SERVICE	055.8400.596200	238.83	Hauling Services	68X00225			512339	
	055.8400.596200	177.00	Hauling Services	69X00224			512339	
						10/20/2016		415.83
MCMaster CARR SUPPLY COMPANY	055.8000.590000	67.58	During the period of July 1, 2016 thru	092916_MULTIPLE	055.0002418		512340	
	055.8400.590000	882.26	During the period of July 1, 2016 thru	092916_MULTIPLE	055.0002418		512340	
						10/20/2016		949.84
SO CAL JOINT POLE COMMITTEE	055.9100.596200	1,852.04	Op. Exp. & Hyperlink Software	19186			512341	
						10/20/2016		1,852.04
TECHNOLOGY FOR ENERGY CORP	055.8000.900000	13,995.00	POWERMASTER 3302 JOURNEYMAN KIT~	19689	055.0002438		512342	
	055.8000.900000	-150.48	1% Discount	19689	055.0002438		512342	
	055.8000.900000	50.00	Freight	19689	055.0002438		512342	
	055.8000.900000	1,049.63	Sales 7.5	19689			512342	
						10/20/2016		14,944.15
							<b>TOTAL EARLY CHECKS</b>	<b>\$ 62,040.28</b>

**LIGHT & POWER  
WARRANT REGISTER NO. 424  
NOVEMBER 1, 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 ENVIROCON CONTRACTING	055.9000.596200	12,797.00	Removal of Asbestos Flooring Material	091620		512343	12,797.00
LB JOHNSON HARDWARE CO #1	055.8000.590000	47.57	Hardware Supplies~	100416_MULTIPL	055.0002416	512344	
	055.8400.590000	6.40	Hardware Supplies~	E 100416_MULTIPL	055.0002416	512344	
	055.8200.900000	83.59	Hardware Supplies~	E 100416_MULTIPL	055.0002416	512344	137.56
VIET NGUYEN	055.8100.596550	199.00	IEEE Membership	100516		512345	199.00
CHRISTINA RIVERA	055.7100.502030	347.00	Vision Benefits / C. Rivera	100516		512346	347.00
<b>TOTAL PRINTED CHECKS</b>							<u><u>\$ 13,480.56</u></u>

**LIGHT & POWER**  
**WARRANT REGISTER NO. 424**  
**NOVEMBER 1, 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	\$ 6,804,700.31	\$ 62,040.28	\$ 13,480.56	\$ 6,880,221.15
<b>GRAND TOTAL</b>	<b>\$ 6,804,700.31</b>	<b>\$ 62,040.28</b>	<b>\$ 13,480.56</b>	<b>\$ 6,880,221.15</b>

**TOTAL CHECKS TO BE PRINTED 4**



**RECEIVED**

OCT 26 2016

CITY CLERK'S OFFICE

**RECEIVED**

OCT 25 2016

CITY ADMINISTRATION

CA 10-26-16

**STAFF REPORT**  
**FINANCE/TREASURY DEPARTMENT**

---

**DATE:** October 25, 2016  
**TO:** Honorable Mayor and City Council  
**FROM:** William Fox, Finance Director *W.F.*  
**RE:** Gas Warrant Register for City Council Agenda of November 1, 2016

---

It is recommended that the attached Gas Warrant Register No. 212 be approved at the City Council meeting of November 1, 2016.

Gas Warrant Register No. 212 totals \$6,133.22, and covers claims and demands presented during the period of October 11 through October 24, 2016, drawn, or to be drawn, from East West Bank.

The following list details the components of Gas Warrant Register No. 212:

1. Ratification of the issuance of early checks totaling **\$6,133.22**; and



**CITY OF VERNON  
GAS DEPARTMENT  
WARRANT REGISTER NO. 212  
NOVEMBER 1, 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. 212  
 NOVEMBER 1, 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>	
SOUTHERN CALIFORNIA OVERHEAD	056.5600.590000	6,100.00	Rolling Steel Door Repair	49615			1478		
						10/13/2016		6,100.00	
MAYWOOD CAR WASH	056.5600.570000	9.50	Car Wash~	832(2)	056.0000408		1479		
						10/18/2016		9.50	
THE GAS COMPANY	056.5600.560000	23.72	Period: 09/16	101216(3)			1480		
						10/20/2016		23.72	
<b>TOTAL EARLY CHECKS</b>								<u>\$</u>	<u>6,133.22</u>

**CITY OF VERNON  
 GAS DEPARTMENT  
 WARRANT REGISTER NO. 212  
 NOVEMBER 1, 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	\$ 0.00	\$ 6,133.22	\$ 0.00	\$ 6,133.22
<b>GRAND TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 6,133.22</b>	<b>\$ 0.00</b>	<b>\$ 6,133.22</b>

**TOTAL CHECKS TO BE PRINTED 0**

**RECEIVED**

OCT 20 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 12 2016

CITY ADMINISTRATION

*10/19/16*

**FIRE DEPARTMENT**

4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811 Fax (323) 826-1407

October 12, 2016

Honorable Mayor and City Council  
City of Vernon

Honorable Members:

Attached is a copy of the Vernon Fire Department Activity Report which covers the period of September 16, 2016 through September 30, 2016.

Respectfully Submitted,

Andrew S. Guth  
Administrative Battalion Chief

ASG:ar

: Fireletnow

**VERNON FIRE DEPARTMENT  
COMPANY ACTIVITIES  
September 16, 2016 to September 30, 2016**

ACTIVITY TYPE	This Period Last Year	Last Year To Date	This Period	This Year To Date
<b><u>FIRE PREVENTION:</u></b>				
Regular Inspections (#):	54	1192	33	1093
Re-Inspections (#):	27	280	18	198
Spec. Haz. Inspections (#):	0	25	0	22
Total Inspections:	81	1497	51	1313
Total Man Hours:	98	2062	75	1612
<b><u>TRAINING (HOURS):</u></b>				
Firefighting	79	1802	104	1738
Hazardous Materials	15	570	47	651
Safety	119	2428	136	2330
Apparatus Operations	125	2293	134	2346
Equipment Operations	127	2369	135	2323
CPR	0	27	0	72
First Aid	14	397	27	487
Total Hours:	479	9886	583	9947
<b><u>PRE-INCIDENT (HOURS):</u></b>				
Planning	91	1607	114	1552
District Familiarization	87	1470	100	1648
Total Hours:	178	3077	214	3200
<b><u>PERIODIC TEST (HOURS):</u></b>				
Hose Testing	0	26	4	7
Pump Testing	0	10	0	11
Total Hours:	0	36	4	18

PUBLIC SERVICE PROGRAMS (HOURS)

School Programs	3	36	2	29
Fire Brigades	0	18	3	7
Emergency Preparedness	12	216	6	230
Total Hours:	15	270	11	266

ROUTINE MAINTENANCE (HOURS):

Station	127	2253	139	2489
Apparatus	125	2276	144	2314
Equipment	124	2354	139	2377
Total Hours:	376	6883	422	7180
<b>Grand Total Hours:</b>	<b>1146</b>	<b>22214</b>	<b>1309</b>	<b>22223</b>

:Fireactivity

**RECEIVED**

OCT 20 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 17 2016

CITY ADMINISTRATION

07/10/19/16

**POLICE DEPARTMENT**

Daniel Calleros, Chief of Police

4305 Santa Fe Avenue, Vernon, California 90058

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

October 17, 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., October 1, 2016 up to and including midnight of October 15, 2016.

Respectfully submitted,

**VERNON POLICE DEPARTMENT**

A handwritten signature in black ink that reads 'Daniel Calleros'.

**DANIEL CALLEROS  
CHIEF OF POLICE**

DC/ar

*Exclusively Industrial*

# VERNON POLICE DEPARTMENT

## Department Activity Report

First Date: 10/01/2016

Jurisdiction: VERNON

Last Date: 10/15/2016

Department	Complaint Type	Description	All Units	Primary Unit
VPD	10-6	OFFICER IS 10-6 C7.961.962.10-10. WASH. EQUIPA	110	105
	10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	4	2
	10-96M	10-96 MARY (MAIL DETAIL)	5	5
	20001	INJURY HIT AND RUN	6	2
	20002	NON-INJURY HIT AND RUN	5	2
	20002R	NON-INJURY HIT AND RUN REPORT	5	5
	211	ROBBERY	4	1
	242R	BATTERY REPORT	2	1
	273.5	DOMESTIC VIOLENCE	6	2
	314	INDECENT EXPOSURE	4	1
	415	DISTURBING THE PEACE	20	7
	417	BRANDISHING A WEAPON	4	1
	417R	BRANDISHING A WEAPON REPORT	1	1
	459A	AUDIBLE BURGLARY ALARM	107	64
	459R	BURGLARY REPORT	6	4
	459V	BURGLARY TO A VEHICLE	2	1
	459VR	BURGLARY TO A VEHICLE REPORT	4	2
	476	FRAUD	2	1
	476R	FRAUD REPORT	4	2
	484	PETTY THEFT	2	1
	484R	PETTY THEFT REPORT	12	7
	487R	GRAND THEFT REPORT	5	3
	586	PARKING PROBLEM	26	19
	594	VANDALISM	5	2
	594R	VANDALISM REPORT	12	7
	602	TRESPASS	11	4
	647F	DRUNK IN PUBLIC	2	1
	901	UNKNOWN INJURY TRAFFIC COLLISION	9	2
	901T	INJURY TRAFFIC COLLISION	12	4
	901TR	INJURY TRAFFIC COLLISION REPORT	4	2
	902T	NON-INJURY TRAFFIC COLLISION	43	28
	902TR	NON-INJURY TRAFFIC COLLISION REPORT	1	1
	909T	TRAFFIC HAZARD	2	2
	911	911 MISUSE / HANGUP	8	5
	911A	CONTACT THE REPORTING PARTY	19	10
	917A	ABANDONED VEHICLE	3	3
	920PR	LOST PROPERTY REPORT	1	1
	925	SUSPICIOUS CIRCUMSTANCES	46	15
	AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	2	1
	AR LOG	UPDATE THE AR LOG	1	1
	ASTVFD	ASSIST VERNON FIRE DEPARTMENT	38	18
	BOSIG	BROKEN SIGNAL OR LIGHT	4	3
	BOVEH	BROKEN DOWN VEHICLE	7	6
	CITCK	CITATION CHECK	8	8
	CIVIL	CIVIL MATTER	6	3
	CODE5	SURVEILLANCE/STAKE-OUT	5	2
	COP	COP DETAIL	4	1
	DET	DETECTIVE INVESTIGATION	22	7

# VERNON POLICE DEPARTMENT

## Department Activity Report

First Date: 10/01/2016

Jurisdiction: VERNON

Last Date: 10/15/2016

Department	Complaint Type	Description	All Units	Primary Unit
VPD	DETAIL	DETAIL	7	6
	DPTAST	DEPARTMENTAL ASSIST	3	3
	DUI	DRIVING UNDER THE INFLUENCE	1	1
	FILING	OFFICER IS 10-6 REPORT WRITING	56	55
	FOUND	FOUND PROPERTY REPORT	1	1
	FU	FOLLOW UP	4	4
	GTAR	GRAND THEFT AUTO REPORT	14	8
	HBC	HAILED BY A CITIZEN	11	6
	ID THEFT RPT	IDENTITY THEFT REPORT	1	1
	ILLDPG	ILLEGAL DUMPING	3	1
	ILLDPG RPT	ILLEGAL DUMPING REPORT	2	1
	LOCATE	LOCATED VERNON STOLEN VEHICLE	2	2
	LOJACK	LOJACK HIT	2	2
	PANIC ALARM	PANIC ALARM/DURESS ALARM	8	2
	PAPD	PUBLIC ASSIST-POLICE	6	2
	PATCK	PATROL CHECK	112	94
	PEDCK	PEDESTRIAN CHECK	63	35
	PRSTRAN	PRISONER TRANSPORTED	4	4
	REC	RECOVERED STOLEN VEHICLE	10	4
	RECKLESS DF	RECKLESS DRIVING (23103)	3	2
	REPO	REPOSSESSION	4	4
	ROADRAGE	ROAD RAGE	1	1
	SEAACA	SEAACA ANIMAL CALLS	2	1
	SPEEDTRAIL	TO BE USED WHEN THE TRAILERS ARE DEPLOYE	2	1
	SUICIDE	SUICIDE ATTEMPT	4	1
	TRAFFIC STOI	TRAFFIC STOP	167	135
	VCK	VEHICLE CHECK	77	63
	VEH RELEASE	VEHICLE RELEASE	4	3
	VMCVIO	VERNON MUNICIPAL CODE VIOLATION	1	1
	WARRANT	WARRANT ARREST	3	2
	WELCK	WELFARE CHECK	9	5
	WRNTSVC	WARRANT SERVICE	12	12
<b>Department:</b>			1220	839
<b>Overall:</b>			1220	840

# VERNON POLICE DEPARTMENT

## Police Activity Report

Period Ending: 10/15/16

<u>TRAFFIC COLLISIONS</u>	<u>NO.</u>	<u>PROPERTY RECOVERED</u>
<b>TOTAL</b>	<b>21</b>	<b>VEHICLES: \$9,200.00</b>
NON-INJURY	12	
INJURY	9	
Pedestrian	1	
Fatalities		
City Property Damage	3	
Hit & Run (Misdemeanor)	5	
Hit & Run (Felony)	1	
Persons Injured	<b>12</b>	

<u>VEHICLES STORED</u>		<u>PROPERTY RECOVERED FOR OTHER DEPARTMENTS</u>
Unlicensed Driver	4	<b>VEHICLES: \$8,000.00</b>
Abandoned/Stored Vehicle	16	
Traffic Hazard	2	

<u>CITATIONS</u>	
Citations Iss (Prisoner Release)	7
Citations Iss (Moving)	110
Citations Iss (Parking)	42
Citations Iss (Total)	152
Hazardous	78
Non-Hazardous	31
Other Violations	1

<u>CASES CLEARED BY ARREST</u>		
AR16-0296	CR16-1551	476 PC
AR16-0299	CR16-1574	11364 H&S
AR16-0301	CR16-1592	11364 H&S
AR16-0304	CR16-1600	11377(A) H&S
AR16-0305	CR16-1548	487 PC
AR16-0306	CR16-1548	487 PC
AR16-0307	CR16-1608	487(A) PC
AR16-0308	CR16-1548	487 PC
AR16-0309	CR16-1614	11364 H&S
AR16-0310	CR15-0207	594 (A)(1) PC

**VERNON POLICE DEPARTMENT  
REPORT FOR PERSONS ARRESTED**

PERIOD ENDING 10/15/16

**ADULT FELONY ARRESTS AND DISPOSITIONS**

	MALE	FEMALE	TOTAL
ASSAULT WITH A DEADLY WEAPON			
GRAND THEFT	3		3
GRAND THEFT: MONEY/LABOR/PROPERTY		1	1
MAKE/PASS FICTITIOUS CHECK	1		1
POSSESS CONTROLLED SUBSTANCE	1		1
ROBBERY			
WARRANT (VERNON CASE)		1	1
WARRANT (OUTSIDE AGENCY)	2		2
<b>TOTAL FELONY ARRESTS</b>	<b>7</b>	<b>2</b>	<b>9</b>

**ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS**

	MALE	FEMALE	TOTAL
DRIVE WHILE LICENSE SUSPENDED			
DRIVING UNDER THE INFLUENCE			
HIT AND RUN TRAFFIC ACCIDENT			
PETTY THEFT			
POSS. CONTROLLED PARAPHERNALIA	3		3
VANDALISM: DEFACE PROPERTY	1		1
VIOLATE COURT ORDER			
WARRANT (VERNON CASE)	2		2
WARRANT (OUTSIDE AGENCY)			
<b>TOTAL MISD. ARRESTS</b>	<b>6</b>	<b>0</b>	<b>6</b>

**JUVENILES DETAINED --- FELONY AND MISDEMEANOR**

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

TOTAL FELONY ARRESTS (ADULT) TO DATE: 104  
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE: 198  
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE: 8

TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE: **310**

# VERNON POLICE DEPARTMENT

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

First Date: 10/01/2016

Last Date: 10/01/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller	Address	Unit	Dispatch	Enroute	OnScene	Unit Time					
													Depart	Arrive	Remove	Comp		
20161019088	RPT	10/01/2016	10:03:42	GTAR		VPD	MARTIN MARIN 2528 S SANTA FE AV. VERNON	*2L12	10:04:43	10:04:44	10:06:04							
20161019093	1015 RPT	10/01/2016	15:03:49	476		VPD	OURIQUE,CARLO	WELLS FARGO BANK 4580 PACIFIC BL. VERNON	*2L12	15:05:01	15:05:57	15:07:48						
20161019105	RPT	10/01/2016	20:44:30	920PR		VPD	CERDA,PAUL, JR	PACIFIC BL // LEONIS BL. VERNON	*1L6	20:45:29	20:45:30	20:46:20						

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/02/2016

Last Date: 10/02/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Unit Time				
											Depart	Remove	Comp		
20161019126	RPT		10/02/2016	459VR	04:50:29	FERNANDO CASTRO 4440 E DISTRICT BL, VERNON									
						VPD LUCAS.JASON	*1L7	04:54:43	04:55:10	04:58:42	Department: VPD	OCA Number CR20161553	RMS Juris CA0197300	05:33:02	
						VPD VILLEGAS.RICHA	1L5		04:55:46	05:02:30				05:32:48	
20161019136	RPT		10/02/2016	20002	10:11:07	MARIA HERRERA E VERNON AV // SANTA FE AV, VERNON									
						VPD VELASQUEZ.RIC	*2L8	10:13:18	10:13:20	10:15:13	Department: VPD	OCA Number CR20161554	RMS Juris CA0197300	10:27:39	
						VPD OURIQUE.CARLO	2L12		10:13:34	10:16:24				10:27:39	
20161019142	1015 RPT		10/02/2016	PEDCK	12:26:07	E 26TH // SIERRA PINE AV, VERNON									
						VPD VELASQUEZ.RIC	*2L8			12:26:07	Department: VPD	OCA Number CR20161555	RMS Juris CA0197300	13:11:02	
						VPD OURIQUE.CARLO	2L12			12:28:19				12:48:12	
20161019145	RPT		10/02/2016	901T	13:15:47	CARMEN S BOYLE AV // 46TH, VERNON									
						VPD NEWTON.TODD	*2L11	13:17:04	13:17:32	13:23:20	Department: VPD	OCA Number CR20161556	RMS Juris CA0197300	14:01:47	
20161019153	RPT		10/02/2016	459R	17:30:58	CONTINENTAL FOOD SERVICE 2528 S SANTA FE AV, VERNON									
						VPD OURIQUE.CARLO	*2L12	17:33:23	17:33:25	17:36:39	Department: VPD	OCA Number CR20161557	RMS Juris CA0197300	18:35:03	
						VPD VELASQUEZ.RIC	2L8		17:33:25	17:42:39				18:35:04	

\* Denotes Primary Unit





# VERNON POLICE DEPARTMENT

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

First Date: 10/04/2016

Last Date: 10/04/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller Address	Unit	Dispatch	Enroute	OnScene	Unit Time					
												Departmen	OCA Number	Arrive	Remove	Comp	
20161019256	RPT		10/04/2016 07:40:30	459V	UNITED PACIFIC DESIGNS 4507 MAYWOOD AV. VERNON												
					VPD VALENZUELA,FEI		*2L7 07:40:51			07:41:19	07:53:29	VPD	CR20161564	RMS Juris CA0197300		08:07:55	
					VPD GAYTAN,LORENZ		2L5 07:40:53			07:41:18	07:45:13					08:07:54	
20161019263	RPT		10/04/2016 09:18:40	476R	KYS GROUP 2335 E 52D. VERNON												
					VPD ENCINAS,ANTHO		*2L4 09:20:48			09:21:07	09:23:34	VPD	CR20161565	RMS Juris CA0197300		10:43:21	
					VPD VASQUEZ,LUIS		2L6				09:43:45					10:43:21	
20161019274	RPT		10/04/2016 13:08:22	901TR	ROBERT E 37TH // IRVING. VERNON												
					VPD ENCINAS,ANTHO		*2L4 13:10:35			13:10:51	13:14:34	VPD	CR20161566	RMS Juris CA0197300		13:54:30	
20161019286	RPT		10/04/2016 18:03:36	902T	BECKY MARTINEZ FRUITLAND AV // CUDAHY. VERNON												
					VPD VALENZUELA,FEI		*2L7 18:04:29			18:04:32	18:11:08	VPD	CR20161567	RMS Juris CA0197300		19:02:41	
					VPD GAYTAN,LORENZ		2L5			18:05:10	18:11:10					18:11:10	

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/05/2016

Last Date: 10/05/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time				
													Depart	Remove	Comp		
20161019316	CITE	VI	10/05/2016 07:53:24	TRAFFIC STOP		VPD GAYTAN,LORENZ	BELGRAVE // BOYLE, VERNON										
												07:53:29					08:41:15
20161019324	CITE	VI	10/05/2016 09:44:33	VCK		VPD CERDA,EUGENIO	E 26TH // MINERVA, VERNON										
												09:44:33					10:07:54
20161019326	CITE	VI	10/05/2016 10:04:18	VCK		VPD GAYTAN,LORENZ	2944 E 44TH, VERNON										
												10:04:18					10:31:49
20161019331	RPT	VI	10/05/2016 11:08:03	TRAFFIC STOP		VPD CERDA,EUGENIO	S SOTO // VERNON AV, VERNON										
												11:08:03					11:48:50
20161019336	RPT	VI	10/05/2016 11:46:43	487R		VPD REYNA,JOSE S	MUDANZAS AZTECAS										
						VPD MOSCOSO,CHRIS	2036 E 45TH, VERNON										
												11:48:21					
												11:51:50					12:46:46
20161019339	RPT	VI	10/05/2016 12:52:45	902T		VPD VASQUEZ,LUIS	STEPHANIE LOPEZ										
							BANDINI BL // ATLANTIC BL, VERNON										
												12:54:02					13:39:01
20161019342	RPT	VI	10/05/2016 13:00:18	902T		VPD VASQUEZ,LUIS	BANDINI BL // ATLANTIC BL, VERNON										
												13:00:18					



# VERNON POLICE DEPARTMENT

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

First Date: 10/06/2016

Last Date: 10/06/2016

Jurisdiction: VERNON

Call Number Disp Ten Received Caller  
Code Complaint Address

		Dep Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20161019371	RPT VS	10/06/2016 06:31:41 20001	ARNOLD S SOTO // BANDINI BL, VERNON							
		VPD MADRIGAL,MARI/	*1L11	06:32:28	06:33:05	06:34:25	CR20161578	RMS Juris CA0197300	07:05:51	
		VPD HERNANDEZ,EDV	1L12	06:32:31	06:33:06	06:33:48			07:15:53	
		VPD SWINFORD,PHILL	1L8		06:33:15	06:35:48			07:05:45	
20161019381	1015	10/06/2016 09:31:59 DET	3654 53D ST, MAYWOOD							
		VPD RAMOS,JOSE	*5D35			09:31:59			10:04:37	
		VPD MARTINEZ,GABR	5D31			09:36:04			10:04:37	
20161019382	RPT CITE SRVD VI	10/06/2016 09:52:08 TRAFFIC STOP	DOWNEY RD // VERNON AV, VERNON							
		VPD GAYTAN,LORENZ	*2L8			09:52:08			10:19:31	
20161019396	MET RPT	10/06/2016 14:09:49 314	7UP 2840 26TH ST, VERNON							
		VPD CERDA,EUGENIO	*2L11		14:11:11	14:21:41	CR20161580	RMS Juris CA0197300	15:24:39	
		VPD GAYTAN,LORENZ	2L8		14:11:29	14:27:03			14:46:48	
		VPD CROSS,JEREMY	2S2		14:11:55	14:15:35			14:45:56	
		VPD CHAVEZ,JERRY,J	2XS2			14:15:30			14:45:58	
20161019402	RPT	10/06/2016 16:31:56 901	PACIFIC BL // SANTA FE AV, VERNON							
		VPD CERDA,PAUL,JR	*2L12		16:32:47	16:34:16	CR20161581	RMS Juris CA0197300	17:06:55	
		VPD CERDA,EUGENIO	2L11		16:33:21	16:34:27			17:06:55	
		VPD GAYTAN,LORENZ	2L8		16:33:23	16:35:40			16:59:07	

# VERNON POLICE DEPARTMENT

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

First Date: 10/06/2016

Last Date: 10/06/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20161019402	RPT	10/06/2016	16:31:56	901	VPD CROSS, JEREMY	PACIFIC BL // SANTA FE AV, VERNON	2S2	VPD	16:34:14	16:34:14	16:34:14	16:34:14	16:34:14	16:34:14	16:34:14

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/07/2016

Last Date: 10/07/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller Address	Unit	Dispatch	Enroute	OnScene	Unit Time			
												Depart	Remove	Comp	
20161019413	RPT		10/07/2016 02:06:03	GTAR			RANDALL FOODS 2905 E 50TH, VERNON								
						VPD HERRERA,GUSTY	*1L12		02:11:19						
						VPD HERNANDEZ,EDV	1L11		02:12:55						
20161019416	CITY		10/07/2016 03:43:12	20002R			BRANDON DOWNEY RD // VERNON AV, VERNON								
	RPT					VPD HERNANDEZ,EDV	*1L11		03:54:57						
20161019432	RPT		10/07/2016 09:45:14	902T			CHP 3030 S ATLANTIC BL, VERNON								
						VPD CERDA,PAUL, JR	*2L5		09:47:58						
20161019448	VREC		10/07/2016 13:49:38	LOCATE			SJ TOW 2450 WASHINGTON BL, LOS ANGELES								
						VPD RECORDS BUREAU	*RECD								
20161019452	RPT		10/07/2016 14:30:18	ASTVFD			4600 S SANTA FE AV, VERNON								
	VS					VPD CERDA,PAUL, JR	*2L5		14:30:19						
						VPD REYNA,JOSE S	2L4		14:53:22						
						VPD CERDA,EUGENIO	2L6		14:30:38						
						VPD DOCHERTY,MICH	2L7								
						VPD OURIQUE,CARLO	2L8		14:36:47						
						VPD CHAVEZ,JERRY,J	2S2		14:35:07						
									14:45:24						
20161019454	RPT		10/07/2016 15:00:44	902T			DELFINO CALIDO 5325 S SOTO, VERNON								
						VPD CERDA,PAUL, JR	*2L5		09:47:58						
						VPD REYNA,JOSE S	2L4		14:53:22						
						VPD CERDA,EUGENIO	2L6		14:30:38						
						VPD DOCHERTY,MICH	2L7								
						VPD OURIQUE,CARLO	2L8		14:36:47						
						VPD CHAVEZ,JERRY,J	2S2		14:35:07						
									14:45:24						

# VERNON POLICE DEPARTMENT

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

First Date: 10/07/2016

Last Date: 10/07/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time					
													Depart	Remove	Comp			
20161019454	RPT		10/07/2016	902T	15:00:44	DELFINO CALIDO	5325 S SOTO, VERNON											
						VPD DOCHERTY,MICH	*2L7				15:03:39	15:08:33					16:05:09	
20161019455	RPT		10/07/2016	PATCK	15:20:04	VERNON CITY SCHOOL	2360 E VERNON AV, VERNON											
						VPD CERDA,PAUL,JR	*2L5											
						VPD CROSS,JEREMY	2XS2											
20161019458	RPT		10/07/2016	ASTVFD	15:45:09	BANK OF AMERICA	3800 S SANTA FE AV, VERNON											
	VI					VPD CHAVEZ,JERRY,J	*2S2											
						VPD REYNA,JOSE S	2L4											
						VPD CERDA,PAUL,JR	2L5											
						VPD CROSS,JEREMY	2XS2											
20161019460	RPT		10/07/2016	20002R	16:09:43	ALBERT	SIERRA PINE AV // 26TH, VERNON											
						VPD DOCHERTY,MICH	*2L7											
20161019480	VI		10/07/2016	VCK	21:31:53		2035 E 46TH, VERNON											
	CITE																	
	RPT					VPD HERNANDEZ,MIG	*1L12											

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/08/2016

Last Date: 10/08/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Caller	Dispatch	Enroute	OnScene	Unit Time				
													Departmen	OCA Number	RMS Juris		
20161019521	RPT	1015	10/08/2016	CODE5	08:48:36	2959 E 50TH, VERNON											
						VPD VILLEGAS,RICHA	*2Z8				08:48:36			09:10:12			09:34:21
						VPD OURIQUE,CARLO	2L4			08:50:19	08:50:25			09:16:56			
						VPD VELASQUEZ,RIC	2L5			08:50:28				09:16:54			
						VPD DOCHERTY,MICH	2L7			08:53:49							
20161019525	RPT		10/08/2016	901T	10:10:44	JESSICA AGUILAR											
	CITY					LEONIS BL // PACIFIC BL, VERNON											
	VS																
						VPD OURIQUE,CARLO	*2L4			10:12:07	10:14:03			11:49:42			
						VPD VELASQUEZ,RIC	2L5			10:12:08	10:12:38			11:45:33			
						VPD CERDA,PAUL, JR	2L6			10:21:55				10:21:58			
						VPD ESTRADA,IGNACI	2S2			10:21:53				10:22:02			
						VPD VILLEGAS,RICHA	2Z8			10:21:56				10:22:06			
20161019556	VREC		10/08/2016	REC	22:00:32	4731 FRUITLAND AV, VERNON											
						VPD HERNANDEZ,MIG	*1L11			22:00:32				22:50:17			
						VPD LUCAS,JASON	1L8			22:12:16							
20161019558	RPT		10/08/2016	PEDCK	22:50:36	4731 FRUITLAND AV, VERNON											
						VPD LUCAS,JASON	*1L8			22:50:36				00:26:26			
						VPD HERNANDEZ,MIG	1L11			22:50:51				23:59:15			

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/09/2016

Last Date: 10/09/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Unit Time			
											Depart	Remove	Comp	
20161019568	RPT	10/09/2016	01:31:02	GTAR	PRODUCTOS MAYA 4423 FRUITLAND AV, VERNON	HERNANDEZ,MIG LUCAS,JASON	*1L11 1L8	01:36:05	01:36:06	01:41:39 01:44:17	CR20161596	RMS Juris CA0197300	01:58:57	02:35:05
20161019575	ADV RPT	10/09/2016	03:42:59	SUICIDE	AMRMELLINI 2800 S SOTO, VERNON	CERDA,EUGENIO HERNANDEZ,MIG LUCAS,JASON SANTOS,DANIEL	*1L12 1L11 1L8 1S1	03:44:35	03:44:51 03:44:38	03:46:53 03:48:13 03:52:52	CR20161597	RMS Juris CA0197300	04:16:06	05:51:13
20161019576	RPT	10/09/2016	04:42:48	FOUND	AMPM 3031 E VERNON AV, VERNON	CERDA,EUGENIO	*1L12	04:43:55	04:43:56	04:45:54	CR20161598	RMS Juris CA0197300		05:35:37
20161019605	1015	10/09/2016	10:35:17	PEDCK	2715 WASHINGTON BL, VERNON	VILLEGAS,RICHA	*2W8			10:35:20				14:00:08
20161019632	1015 RPT	10/09/2016	16:38:18	WRNTSVC	6822 TEMPLETON, HUNTINGTON PARK	VILLEGAS,RICHA	*2W8			16:38:18	CR20161599	RMS Juris CA0197300		17:47:33
20161019637	1015 RPT	10/09/2016	17:29:12	925	JESSE 2500 S ALAMEDA, VERNON	ENCINAS,ANTHO VELASQUEZ,RICHA	*2L12 2L11	17:30:39	17:31:18 17:37:03	17:38:44 17:40:03	CR20161600	RMS Juris CA0197300	18:38:16	19:05:42





# VERNON POLICE DEPARTMENT

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

First Date: 10/11/2016

Last Date: 10/11/2016

Jurisdiction: VERNON

Call Number  
Ten  
Code

Received  
Caller  
Address

Dep Officer  
Unit  
Dispatch  
Enroute  
OnScene  
Unit Time  
Depart  
Arrive  
Remove  
Comp

20161019747  
RPT  
1011/2016 06:43:00  
1015  
VS  
DET  
7869 PARAMOUNT BLVD. PICO RIVERA

VPD RAMOS,JOSE \*5D35 06:43:00 19:21:52 00:12:23  
VPD ENCINAS,ANTHO 2L6 17:20:21 19:30:44 19:18:48  
VPD VALENZUELA,FEI 2L7 18:08:24 19:06:20  
VPD CROSS,JEREMY 2S2 17:24:06 17:45:10  
VPD ESCOBEDO,ALEX 5d23 17:05:06 23:14:37 19:18:48  
VPD MARTINEZ,GABR 5D31 06:43:22 23:14:50 19:18:48  
VPD LANDA,RAFAEL 5D34 06:43:19 00:12:22  
VPD NEWTON,TODD M1 17:20:22 17:56:24

20161019752  
VI  
RPT  
10/11/2016 07:32:32  
VCK  
LOMA VISTA AV // DISTRICT BL, VERNON  
VPD GAYTAN,LORENZ \*2L5 07:32:32  
RMS Juris  
OCA Number  
CR20161606  
CA0197300  
08:03:21

20161019753  
CITE  
VI  
RPT  
10/11/2016 08:08:27  
TRAFFIC STOP  
FRUITLAND AV // DOWNEY RD, VERNON  
VPD GAYTAN,LORENZ \*2L5 08:08:27  
RMS Juris  
OCA Number  
CR20161607  
CA0197300  
08:35:36

20161019767  
RPT  
10/11/2016 09:41:09  
484R  
WALTERS WHOLESale ELECTRIC  
3375 E SLAUSON AV, VERNON  
VPD VALENZUELA,FEI \*2L7 09:43:47 10:41:48  
VPD GAYTAN,LORENZ 2L5 09:44:11 10:15:47 10:41:48

20161019803

# VERNON POLICE DEPARTMENT

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

First Date: 10/11/2016

Last Date: 10/11/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Address	Caller	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20161019803	VI		10/11/2016		13:51:04			HELIOITROPE ST // 52ND, VERNON									
	RPT		VCK			VPD	GAYTAN,LORENZ	*2L5									14:17:12
20161019807	RPT		10/11/2016		14:47:46			MARTIN SANCHEZ									
			902T			VPD	ENCINAS,ANTHO	*2L6		14:50:03	14:56:42						15:34:13
						VPD	VALENZUELA,FEI	2L7		14:59:58	15:07:44						15:57:33
20161019819	RPT		10/11/2016		19:13:58			MIRTHA SALGAGO									
			242R			VPD	2570 E 25TH, VERNON	*1L8		19:16:48	19:22:04						19:57:40
						VPD		1L12		19:19:25	19:30:58						19:57:40
20161019829	REPO		10/11/2016		22:10:46			COUNTY WIDE COMMERCIAL									
			REPO			VPD	2634 E 26TH, VERNON	*RECD									
						VPD	RECORDS BUREAU			22:12:45							22:54:01

\* Denotes Primary Unit







# VERNON POLICE DEPARTMENT

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

First Date: 10/13/2016

Last Date: 10/13/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Caller	Address	Unit	Dispatch	Enroute	OnScene	Unit Time						
													Depart	Arrive	Remove	Comp			
20161019928	RPT		10/13/2016	647F	17:18:41	LA FURNITURE 2910 S SANTA FE AV. VERNON													
						VPD CERDA,EUGENIO	*2L5	17:20:16			17:21:34	17:24:30							17:57:00
						VPD DOCHERTY,MICH	2L7	17:20:18			17:21:36	17:27:54							17:47:08
20161019929	1015		10/13/2016		17:22:58	432 CURSON AVE. LOS ANGELES													
	RPT					DET													
						VPD RAMOS,JOSE	*5D35					17:24:31							23:11:10
						VPD VILLEGAS,RICHA	1L4					20:49:25							21:23:00
						VPD REYNA,JOSE S	2L6				18:24:41	18:50:39							22:05:32
						VPD MARTINEZ,GABR	5D31					17:24:35							23:11:09
						VPD LANDA,RAFAEL	5D34					17:24:33							23:11:09
20161019935	CITY		10/13/2016		18:27:54	VICTOR													
	RPT					902T													
						VPD DOCHERTY,MICH	*2L7	18:29:00			18:29:30	18:36:39							19:11:17
						VPD CERDA,EUGENIO	2L5				18:43:16								18:54:19

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/14/2016

Last Date: 10/14/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time					
													Depart	Remove	Comp			
20161019950	RPT		10/14/2016	00:32:53	PAPD		SPRINT 866-398-3284 E VERNON AV // SOTO ST. VERNON											
						VPD	VILLEGAS,RICHA				00:34:58	00:37:31						03:53:12
						VPD	ONOPA,DANIEL	*1L4		00:34:57	00:53:21	01:00:08						03:38:42
						VPD	HERNANDEZ,EDV	1L5			02:56:58	01:00:19						03:51:25
						VPD	MADRIGAL,MARIJ	1L7			00:35:38	00:42:51						03:18:51
20161019953	CITY		10/14/2016	03:37:01	902T		2443 E 27TH, VERNON											
	RPT					VPD	ONOPA,DANIEL	*1L5		03:38:44	03:38:45	03:42:00						04:42:33
						VPD	HERNANDEZ,EDV	1L6				03:51:32						04:42:34
20161019957	RPT		10/14/2016	05:51:45	594		VERIZON WIRELESS 800 451 5242 4 S SOTO // 26TH, VERNON											
						VPD	HERNANDEZ,EDV	*1L6		05:53:57	05:53:58	05:57:32						06:30:32
						VPD	ONOPA,DANIEL	1L5			05:54:53	05:57:34						06:30:32
20161019972	RPT		10/14/2016	09:56:26	PEDCK		2150 E 25TH, VERNON											
						VPD	VASQUEZ,LUIS	*2L8				09:56:26						11:13:54
						VPD	OURIQUE,CARLO	2L12				09:59:41						10:48:43
20161019975	RPT		10/14/2016	10:21:28	REPO		4701 E 50TH, VERNON											
	REPO					VPD	RECORDS BUREAU	*RECD				10:22:46						10:37:04
20161019979	RPT		10/14/2016	12:35:27	TRAFFIC STOP		S SANTA FE AV // PACIFIC BL, VERNON											
						VPD	OURIQUE,CARLO	*2L12				12:36:24						14:05:43

# VERNON POLICE DEPARTMENT

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

First Date: 10/14/2016

Last Date: 10/14/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time						
													Depart	Arrive	Remove	Comp			
20161019979	RPT		10/14/2016 12:35:27		TRAFFIC STOP	VPD CERDA,PAUL, JR	S SANTA FE AV // PACIFIC BL, VERNON		2L11		12:36:26	12:40:43							
						VPD VASQUEZ, LUIS			2L8		12:36:29	12:40:41						RMS Juris CA0197300	
						VPD CROSS, JEREMY			2S2			12:40:44						12:47:36 13:14:10 13:32:03	
20161019980	RPT		10/14/2016 12:36:37		417R	VPD CERDA, PAUL, JR	RANDALL FOODS 2905 E 50TH, VERNON		*2L11		12:48:02	12:53:31						RMS Juris CA0197300	14:05:55
20161019988	RPT		10/14/2016 15:34:22		902T	VPD OURIQUE, CARLO	CITY CREW E VERNON AV // SANTA FE AV, VERNON		*2L12		15:35:19	15:45:11						RMS Juris CA0197300	17:14:19
	CITY					VPD CERDA, PAUL, JR			2L11		15:35:43	15:35:43						17:13:02	
						VPD VASQUEZ, LUIS			2L8		15:45:08	16:20:37						16:56:22	
						VPD CROSS, JEREMY			2S2			16:20:39						16:56:16	
20161020012	1015		10/14/2016 21:58:04		WARRANT	VPD ONOPA, DANIEL	77TH DIVISION 7600 S BROADWAY, LOS ANGELES		*1L12		21:59:37	22:22:49							22:22:52
	RPT					VPD HERNANDEZ, EDV			1L11			22:22:51							23:18:16

\* Denotes Primary Unit

# VERNON POLICE DEPARTMENT

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

First Date: 10/15/2016

Last Date: 10/15/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Unit	Dispatch	Enroute	OnScene	Unit Time				
											Departmen	OCA Number	Arrive	Remove	Comp
20161020029	RPT		10/15/2016	03:53:19	211	5600 BICKETT, VERNON									
						VPD VILLEGAS,RICHA	*1L8					RMS Juris			04:58:28
						VPD HERNANDEZ,EDV	1L11					CA0197300	04:32:48		
						VPD ONOPA,DANIEL	1L12						04:32:38		
						VPD SANTOS,DANIEL	1S1						04:36:39		
20161020030	RPT		10/15/2016	04:31:50	901T	BEN									
	CITY					S SANTA FE AV // PACIFIC BL, VERNON						RMS Juris			05:20:44
						VPD ONOPA,DANIEL	*1L12					CA0197300	04:46:43		
						VPD HERNANDEZ,EDV	1L11		04:32:39	04:34:26					
						VPD SANTOS,DANIEL	1S1		04:32:49	04:36:39					
20161020031	RPT		10/15/2016	04:40:21	484R	STACY MEDICAL									
	VI					4580 PACIFIC BL, VERNON						RMS Juris			05:43:59
	CITE					VPD HERNANDEZ,EDV	*1L11					CA0197300	04:46:48		
	CITY					VPD VILLEGAS,RICHA	1L8		04:46:43	05:02:12					
20161020035	RPT		10/15/2016	05:59:19	901T	T-MOBILE (877) 653-7911									
						ALCOA AV // LEONIS BL, VERNON						RMS Juris			06:45:44
						VPD ONOPA,DANIEL	*1L12					CA0197300	06:04:11		
						VPD HERNANDEZ,EDV	1L11		06:00:32	06:04:11					
						VPD VILLEGAS,RICHA	1L8		06:01:00	06:05:15					
									06:00:49	06:08:56					
20161020039	RPT		10/15/2016	06:53:31	20002R	4305 S SANTA FE AV, VERNON									
						VPD CERDA,EUGENIO	*2L5					RMS Juris			07:20:07
												CA0197300	06:54:10		

# VERNON POLICE DEPARTMENT

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

First Date: 10/15/2016

Last Date: 10/15/2016

Jurisdiction: VERNON

Call Number	Disp	Ten	Received	Code	Complaint	Dep Officer	Address	Caller	Unit	Dispatch	Enroute	OnScene	Unit Time					
													Depart	Remove	Comp			
20161020069	RPT	10/15/2016	13:44:28	459R	JM APPAREL 6152 S BOYLE AV. VERNON													
					VPD OURIQUE,CARLO	*2L5	13:46:37											
					VPD CERDA,PAUL,JR	2L7	13:46:46											
20161020081	RPT	10/15/2016	16:41:38	GTAR	WIMATEX 5801 S 2ND. VERNON													
					VPD VELASQUEZ,RIC	*2L4	16:43:53											
					VPD OURIQUE,CARLO	2L5												
					VPD ENCINAS,ANTHO	2L6												
20161020088	VREC	10/15/2016	19:58:01	REC	E 52D // SANTA FE AV. VERNON													
					VPD PEREZ,NICK	*1S1												
					VPD LUCAS,JASON	1L12												

\* Denotes Primary Unit

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OCT 24 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 18 2016

CITY ADMINISTRATION

CA 10-24-14

**STAFF REPORT**  
**PUBLIC WORKS, WATER & DEVELOPMENT SERVICES**  
**DEPARTMENT**

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**DATE:** October 4, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Derek Wieske, <sup>DW</sup> Director of Public Works, Water & Development Services Department  
Originator: Wendy Herrera, Permit Technician

**RE:** MONTHLY BUILDING DEPARTMENT REPORT

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Enclosed herewith is the Monthly Building Report for the month of September 2016. Thank you.



City of Vernon  
Building Department  
Monthly Report from 9/1/2016 to 9/30/2016

Type	Value	# of Permits
Demolition	\$299,000.00	2
Electrical	\$272,800.00	14
Industrial - Remodel	\$392,000.00	7
Mechanical	\$275,551.00	7
Miscellaneous	\$352,700.00	11
Plumbing	\$63,700.00	7
Roof	\$386,075.00	2
September 2016 TOTALS PERMITS:	<u>\$2,041,826.00</u>	<u>50</u>
PREVIOUS MONTHS TOTAL	\$90,077,670.37	499
YEAR TO DATE TOTAL	<u>\$92,119,496.37</u>	<u>549</u>
September 2015 TOTALS PERMITS:	\$3,766,835.00	61
PREVIOUS MONTHS TOTAL	\$51,047,344.30	481
PRIOR YEAR TO DATE TOTAL	<u>\$54,814,179.30</u>	<u>542</u>

A handwritten signature in blue ink, appearing to read 'Derek Wieske'.

Derek Wieske

Director of Public Works, Water & Development



**City of Vernon  
Building Department  
Major Projects from 9/1/2016 to 9/30/2016  
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
<b>Demolition</b>				
B-2016-1442	4060 26TH ST APN 5243021012		Demo of 13 buildings to ground level no below grade work.	250000
B-2016-1455	2626 26TH ST APN 6302001030	National Ready Mix C	Demo existing metal building and a portion of CMU wall at PL for new drive approach diversion (weight) totals shall be submitted to the city prior to final inspection.	49000
<b>2</b>	<b>Record(s)</b>			<b>\$299,000.00</b>
<b>Electrical</b>				
B-2016-1367	2021 52ND ST APN 6308016042	Allied Sales & Dist	Electrical work for lighting & power wiring for new equipment in new 55F cooler	100000
B-2016-1408	5008 BOYLE AVE APN 6303028015		Install 6 CAM (Gerber cutters) machines	60000
B-2016-1256	5088 FRUITLAND AVE APN 6313022030		New concrete tiltup building with mezzanine	50000
<b>3</b>	<b>Record(s)</b>			<b>\$210,000.00</b>
<b>Industrial - Remodel</b>				
B-2016-1291	4755 49TH ST APN 6304016004		One new cooler box, cooler panels, ceiling, drywayll & truss	80000
B-2016-1470	2263 VERNON AVE APN 6302017026		Demolition of existing offices consisting of non-structural partition & removal of acoustical tile ceiling.	30000
B-2016-1395	4825 DISTRICT BLVD APN 6304010006		Tenant improvement for a portion of an industrial building.	40000
B-2016-1069	5252 ALAMEDA ST APN 6308016038		TI for noodle factory	139000
B-2016-1425	3285 VERNON AVE APN 6303006064		Demo mixing and sanitation room	85000
<b>5</b>	<b>Record(s)</b>			<b>\$374,000.00</b>
<b>Mechanical</b>				
B-2016-1368	2021 52ND ST APN 6308016042	Allied Sales & Dist	Installation of 3 new air units in a new cooler to continuously maintain a controlled atmosphere of 55F and 50% R.H. for candy storage.	150000
B-2016-1441	4575 DISTRICT BLVD APN 6304020033		TI- HVAC Replacement	35000
B-2016-1467	4200 ALAMEDA ST APN 6302017045		Equipment: replace ice machine.	30000
B-2016-1481	4460 PACIFIC BLVD		Installing (2) new HVAC package	24950

	APN 6308007019		units including duct work.	
B-2016-1274	3501 VERNON AVE APN 6303009021	Proportion Foods	2 Refrigeration evaporators and associated piping	28601
<b>5</b>	<b>Record(s)</b>			<b>\$268,551.00</b>
<b>Miscellaneous</b>				
B-2016-1403	4060 26TH ST APN 5243021012		Asbestos abatement - an executed manifest shall be submitted to the city prior to final inspection.	35000
B-2016-1478	5119 DISTRICT BLVD APN 6314003900		MDF LITE CAGE	67000
B-2016-1362	2520 CHAMBERS ST APN 6308009038		24x46' containment concrete pads for glycol tanks, chillers, roof-top pipe supports, heat exchange frames.	80000
B-2016-1421	5370 BOYLE AVE APN 6310008012		Retaining Wall and site wall revised	110000
<b>4</b>	<b>Record(s)</b>			<b>\$292,000.00</b>
<b>Plumbing</b>				
B-2016-0922	2970 50TH ST APN 6303029900		Install flow meter on existing industrial waste line on-site	34000
<b>1</b>	<b>Record(s)</b>			<b>\$34,000.00</b>
<b>Roof</b>				
B-2016-1477	2137 55TH ST APN 6308016027		Re-roof 726 sq.ft. reroof not reshething tear off existing (1) layer of B.U.R. & comp shingle. Install new BUR & comp shingle.	281000
B-2016-1415	3870 SEVILLE AVE APN 6302020047		Replace 30 smoke vent skylights and install Title 24 white elastamen coating systems. CRRL# 0656-0001	105075
<b>2</b>	<b>Record(s)</b>			<b>\$386,075.00</b>
<b>22</b>	<b>Permit(s)</b>		<b>Total</b>	<b>\$1,863,626.00</b>

Derek Wieske

Director of Public Works, Water & Development Services



City of Vernon  
Building Department  
New Buildings Report - September 2016

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None

A handwritten signature in blue ink, appearing to read "Derek Wieske".

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Derek Wieske  
Director Public Works, Water & Development Services



City of Vernon  
Building Department  
Demolition Report - September 2016

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American Integrated Services Inc

4060 26th St

29,975 sq.ft.

CEG Construction

2626 26th St

5,000 sq.ft.

A handwritten signature in blue ink, appearing to read "Derek Wieske".

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Derek Wieske

Director of Public Works, Water & Development Services



**City of Vernon  
Building Department  
Status of Certificates of Occupancy Requests  
Month of September 2016**

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Request for Inspection	20
Approved	9
Pending	267
Temporary Occupancies	20

A handwritten signature in blue ink, appearing to read "Derek Wieske".

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Derek Wieske

Director of Public Works, Water & Development Services

**City of Vernon  
Certificate of Occupancy  
Applications Date From 9/1/2016-9/30/2016**

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
	C-2016-0501	4383 FRUITLAND AVE APN 6304026002	Nabi Textile, Inc.	Fabric warehouse	\$300	2,700
	C-2016-0502	2231 49TH STREET APN 6308015044	Top's Handbags, Inc.	Wholesale handbags	\$689	23,600
	C-2016-0503	3200 SLAUSON AVE APN 6310027023	Imperial Real Estate	Industrial light	\$689	7,700
	C-2016-0504	6140 ALCOA AVE APN 6310027031	A & A Fleet Painting, Inc.	Body shop	\$300	4,000
	C-2016-0505	4540 50TH STREET APN 6304013015	Jenin Home Furnishing LLC	Storage of	\$689	17,258
	C-2016-0506	5010 LOMA VISTA AV APN 6302020042	Jenin Home Furnishing LLC	Warehousing furniture	\$815	58,881
	C-2016-0507	4633 DOWNEY RD APN 6303019015	Service Air Cargo	Warehouse dry	\$815	50,083
	C-2016-0508	3063 FRUITLAND AVE APN 6303029006	Charlie's Fixtures, LLC	Warehouse of kitchen equipment	\$300	31,000
	C-2016-0509	2646 DOWNEY RD APN 5192025008	T & T Foods, Inc.	Storage	\$300	1000
	C-2016-0510	4929 HAMPTON ST APN 6308010036	Active Image Nation DbA	Warehouse caps	\$300	4,400
	C-2016-0511	2770 LEONIS BLVD APN 6308002009	Rebel Rebel	Office use - fashion design	\$300	320
	C-2016-0512	4383 FRUITLAND AVE APN 6304026002	Chasse Wells Inc.	Storage handbags	\$300	4000
	C-2016-0513	2947 44TH STREET APN 6303013049	Style Vibe, Inc.	Office use	\$300	1000
	C-2016-0514	3300 LEONIS BLVD APN 6303026008	Vinatex	Warehouse t-	\$689	9,600
	C-2016-0515	3222 WASHINGTON E APN 5169023032	FCP Brands, Inc. dba Avani Activewear	Clothing	\$300	4000
	C-2016-0516	4575 LOMA VISTA AV APN 6304022059	Divinity International Inc.	Internet sales office	\$300	1000
	C-2016-0517	3140 SLAUSON AVE APN	Sport LA Inc. dba HR	Distr. Clothing &	\$689	9,500
	C-2016-0518	4432 PACIFIC BLVD APN 6308007018	A.C. Cutting Services, Inc.	Cutting servie	\$300	5,000
	C-2016-0519	4223 DISTRICT BLVD APN 6304028016	LV Fresh Produce Inc.	Office use	\$300	100
	C-2016-0520	3257 26TH STREET APN 5169033016	Reflex Trading Inc.	Garment import	\$689	22000

Total for Certificate of Occupancy: **\$9,364.00**      **242,059.00**

City of Vernon  
 Certificate of Occupancy  
 Issued Date From 9/1/2016 to 9/30/2016

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
9/8/2016	C-2016-0339	4519 EVERETTE AVE APN 6304022037	West Coast Dealz, Inc.	Wholesale of general merchandise	300.00	69,900
9/13/2016	C-2016-0496	4480 PACIFIC BLVD APN 6308005012	Main Tex USA, Inc. dba Logos Textile	Warehousing of textiles	689.00	260,000
9/14/2016	C-2016-0470	2101 51ST STREET APN 6308015040	Two Lads, LLC	Manufacturing garments accessories	300.00	3,000
9/15/2016	C-2015-0075	2345 38TH STREET APN 6302014011	D & A Finishing	Garment finishing	689.00	5,200
9/15/2016	C-2016-0375	2137 55TH STREET APN 6308016027	VIG Furniture, Inc.	Warehousing of furniture	815.00	92,000
9/15/2016	C-2016-0374	3251 SLAUSON AVE APN 6310006013	VIG Furniture, Inc.	Warehousing of furniture	815.00	86,000
9/15/2016	C-2016-0487	2211 27TH STREET APN 6302008025	GB US, Inc.	Warehousing of general	689.00	120,000
9/20/2016	C-2016-0497	2926 54TH STREET APN 6310010007	Sheepok	Manufacturing of paper cups	300.00	4,500
9/27/2016	C-2015-0203	4535 48TH STREET	Evergreen Smart Energy Inc.	Warehousing of toilets	0.00	10,000
<b>Total for Certificate of Occupancy:</b>					<b>\$4,597</b>	<b>308,600</b>
<b>9 Permits(s)</b>					<b>Total Fees Paid</b>	<b>\$4,597</b>

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OCT 20 2016

CITY ADMINISTRATION

OR 10-25-16

# STAFF REPORT

## PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

Consent

**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Derek Wieske, Director of Public Works, Water and Development Services Department

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

**RE:** Measure R Funding Agreement for the Interstate 710 South Early Action Projects Review of the I-710 Recirculated Draft EIR/EIS with the Los Angeles County Metropolitan Transportation Authority

### Recommendation

- A. Find that the approval of the proposed Measure R Funding Agreement for the Interstate 710 South Early Action Projects (hereinafter referred to as the "Measure R Funding Agreement") (attached herewith) is exempt from the California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15262, because the project only involves feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded; and
- B. Approval to enter into the Measure R Funding Agreement between the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Vernon for City staff's continued participation, coordination, and to provide technical support for the I-710 Corridor Project including the review of the I-710 Recirculated Draft Environmental Impact Report/Environmental Impact Study (hereinafter referred to as the "Recirculated Draft EIR/EIS") for a not to exceed amount of \$18,000 for the period ending June 30, 2018, and;
- C. Authorize the Mayor to execute the Measure R Funding Agreement for the Recirculated Draft EIR/EIS.

### Background

Metro and Caltrans are implementing a highway improvement project known as the I-710 Corridor Improvement Project. The proposed project will widen the Long Beach Freeway (I-710) between Ocean Boulevard and the Pomona Freeway (SR-60). As part of the I-710 South Early Action

Projects, Metro authorized funding agreements for local agency review of the I-710 Draft EIR/EIS (hereinafter referred to as "Project"). As such, the City of Vernon City Council approved a Funding Agreement by and between the City of Vernon and Metro for the Project in the amount of \$57,000 under Resolution No. 2012-177. More specifically, Metro agreed to fund the review of the Project.

The City of Vernon City Council authorized the issuance of a Request for Proposals to seek a consultant to assist the City of Vernon with the Project under Resolution No. 2012-53. Ultimately, the City of Vernon City Council accepted the bid of Chambers Group, Inc. for the review of the Project on behalf of the City under Resolution No. 2012-117. The final cost for the services provided by Chambers Group, Inc. on behalf of the City totaled \$52,198.

Metro prepared the Measure R Funding Agreement for the Recirculated Draft EIR/EIS for City staff to participate in the Project Technical Advisory Committee and Project Committee, and City Council members to participate in the Project Committee meetings. Additionally, the Measure R Funding Agreement for the Recirculated Draft EIR/EIS will reimburse the City to provide technical support of the revised engineering concepts for the proposed alternatives and other engineering concepts/coordination which may have impacts in the City of Vernon and the local vicinity. Another Funding Agreement will be sought for the next steps including providing a technical review of the Recirculated Draft EIR/EIS.

The I-710 Corridor Improvement Project may impact the interchange of Atlantic Boulevard and Bandini Boulevard. City staff has worked with Metro staff in the past on a concept to construct an interchange on the I-710 Freeway at Slauson Avenue to benefit transportation into the City of Vernon. City staff will coordinate with Metro and representatives from the City of Maywood to try to minimize the impacts of City of Vernon property and business owners. The Measure R Funding Agreement for the Recirculated Project has been reviewed and approved as to form by the City Attorney's Office.

### **Fiscal Impact**

There is no fiscal impact as Metro will reimburse the City for staff time and for any consultant engineering services to review the impact of the Recirculated Project on the City of Vernon. Metro is granting the City of Vernon an additional \$18,000, for a combined maximum allowable grant of \$75,000, for work performed on the Project and Recirculated Draft EIR/EIS. The Public Works, Water and Development Services Department budgeted for this work in the proposed Fiscal Year 2016/2017 Street Operations account.

### **Attachment(s)**

- 1) Measure R Funding Agreement for the Interstate 710 South Early Action Projects

**F.A.MR.306.15**  
**MEASURE R FUNDING AGREEMENT**  
**Interstate 710 South Early Action Projects**

This Funding Agreement ("FA") is dated as of March 18, 2016, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Vernon (Grantee) for the Review of the I-710 Recirculated Draft EIR/EIS (the "Project") – LACMTA Project ID #MR306.15

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009. This project is eligible for funding under Line 37 of the Measure R Expenditure Plan. Measure R authorizes funding for projects for Interstate 710 South and/or Early Action Projects.

WHEREAS, LACMTA Board, at its May 16, 2012 meeting authorized the Chief Executive Officer to enter into funding agreements with Gateway Cities Council of Governments and I-710 Corridor Cities for the review of the I-710 Corridor Project Draft Environmental Impact Report/ Environmental Impact Statement ("Project").

WHEREAS, LACMTA Board, at its June 23, 2016 meeting approved the updated project list for Measure R Highway Subregional Program (MRHSP) and authorized the Chief Executive Officer to enter into funding agreements.

WHEREAS, LACMTA Board, at its May 16, 2012 meeting programmed \$57,000 and at its June 23, 2016 meeting programmed an additional 18,000 in Measure R Funds (the "Funds") to the Grantee as the maximum allowable grant from LACMTA for the Project; and,

NOW THEREFORE, the parties hereby agree as follows:

**1. CONDITIONS**

1. The Grantee shall use the Funds, as described below, to complete the Project as described in the **Scope of Work** attached as **Attachment A**. The Funds, as granted under this FA can only be used towards the completion of this Scope of Work. The Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA.

2. The Grantee shall use the Funds in accordance with the **Attachment B Expenditure Plan Guidelines** as specified in **Attachment B**.

3. Grantee shall submit **Expenditure Report Attachment C** - in accordance with the **Attachment A -Scope of Work**.

4. The Grantee will prepare and submit to LACMTA a Request for Reimbursement for actual allowable Project costs incurred and paid for by the Grantee consistent with the Scope of Work. Advance payments by LACMTA are not allowed. Each Request for Reimbursement shall indicate the total Project costs. Grantee's Request for Reimbursement shall include copies of invoices between Grantee and consultants.

5. LACMTA Board of Directors' action approved Funds for FY 2015-16 only in the amount of \$57,000. LACMTA Board of Directors' action will be required to approve additional work and Funds for subsequent Fiscal Years prior to those Funds being allocated to GRANTEE. This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

6. The term of this FA shall commence July 1, 2013 and shall terminate on June 30, 2018, unless extended by LACMTA in writing.

7. The Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting. The Grantee shall use the FA number FA.MR 306.15 on all correspondence.

8. Unless written notification is otherwise provided by LACMTA, the effective date and start date of reimbursable activities is July 1, 2013. Actual reimbursement of eligible costs cannot occur until LACMTA and the Grantee execute this agreement.

**2. TRANSFER OF FUNDS**

1. LACMTA shall reimburse the Grantee up to a maximum amount of \$75,000 as specified for the Project subject to the terms and conditions contained herein.

2. LACMTA shall transfer the Funds to the Grantee on reimbursement basis only. No advance of Funds shall be allowed.

3. The Grantee is responsible for all cost overruns incurred as a result of this Project. Under no circumstances will the total amount of money that LACMTA reimburses the Grantee exceed the amount of the Funds committed by LACMTA.

4. LACMTA shall not be responsible to provide any funding in the event the Grant is withdrawn, recalled or not appropriated for any reason.

5. Send correspondence to LACMTA shall be addressed to:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
MS: 99-22-09  
Los Angeles, CA 90012  
Attn: Lucy Olmos  
Project Manager, Highway Program

Phone: (213) 922-7099  
Email: olmosl@metro.net

-----  
Submit invoice with supporting documentation to:  
ACCOUNTSPAYABLE@METRO.NET (preferable)  
or:  
Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296

Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR.306.15 and Award #: 920000000MR306.15

Attn: Lucy Olmos, MS: 99-22-09

Project Manager, Highway Program

6. Payments and notices to the Grantee shall be addressed to:

City of Vernon

4305 Santa Fe Ave.

Vernon, CA 90058

Attn: Derek Wieske, Public Works Director

### 3. DEFAULT

1. LACMTA reserves the right to terminate this FA and withhold all payments of Funds in the event of Grantee's breach or default of any term or condition contained in this FA.

2. Grantee reserves the right to terminate this FA in the event of LACMTA's breach or default of any term or condition contained in this FA.

### 4. AUDIT REQUIREMENT

1. LACMTA shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting and procurement procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). The Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA.

2. Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the project (all collectively referred to as "records") shall be open for inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall include, without limitation, those records deemed necessary by LACMTA to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project.

3. Grantee shall cause all contractors to comply with the requirements of Paragraph 4.1 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA records which shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices and any other supporting evidence deemed necessary by LACMTA auditors or authorized representatives related to the Project.

### 5. MISCELLANEOUS

1. California law shall govern this FA. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall

nevertheless continue in full force without being impaired or invalidated in any way; unless any of the stated purposes of the FA would be defeated.

2. The Grantee shall not assign this FA, or any part thereof, without written consent and prior approval of LACMTA Chief Executive Officer or designee, and any assignment without said consent shall be void and unenforceable.

3. This FA constitutes the entire understanding between parties, with respect subject matter herein. This FA shall not be amended, nor any provision or breach hereof waived except in writing signed by the parties.

4. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns. Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising of the Project, including, without limitations, (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of the Grantee's obligations under this FA; or (iii) any act or omission of the Grantee, or its officers, agents, employees, contractors or subcontractors in the use of the vehicles, performance of the work or the provision of the services, included, without limitation, the Scope of Work, described in this FA, except to the extent such damages arise from LACMTA's willful misconduct.

5. Grantee in the performance of the work required by this FA is an independent contractor and not an agent or employee of LACMTA. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

6. The Grantee shall retain all original records and documents related to the work herein for a period of twelve (12) months after the grant closeout.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

CITY OF VERNON

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William Davis  
Mayor

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Maria E. Ayala  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian W. Byun  
Deputy City Attorney

**Attachment A  
Scope of Work**

**Project Description:**

For FY 13-14 through FY 16-17: staff from the City of Vernon will attend I-710 Corridor Project Technical Advisory Committee (TAC), Project Committee (PC), and Corridor Advisory Committee (CAC) meetings. At these meetings, the City of Vernon will be represented by Assistant City Engineer, Public Works Director, and/or City Engineer.

Additionally, Metro and its consultant team will meet with the staff from the City of Vernon to discuss the revised engineering concepts for the proposed Alternatives and other engineering concepts/coordination which may have impacts in the City of Vernon and the local vicinity.

The costs allowable for reimbursement include but is not limited to time and mileage to attend the TAC, PC, and CAC meetings, meetings with Metro, and internal meetings for City of Vernon staff to formalize recommendations requested by the I-710 TAC, brief the City’s PC member, and/or meet with Metro, as necessary.

**Project Budget:**

The City of Vernon proposes the budget as follows:

Task	Amount
1. I-710 Draft EIR/EIS Review <i>(completed)</i>	\$52,198
2) TAC, PC and CAC meeting attendance	\$13,500
3) Meetings with Metro/AECOM to discuss engineering concepts in the City of Vernon	\$9,302
<b>Total Budget</b>	<b>\$75,000</b>

The maximum budget will be adhered to, but the budget for individual tasks budget may be revised to reflect actual costs.

**Project Schedule:**

Metro is managing the consultant contracts for the I-710 Corridor Project; the project is scheduled for completion on November 2017. This scope will allow the City of Vernon to continue providing coordination and technical support for the I-710 Corridor Project within the limits of the City of Vernon.

**Deliverables:**

As part of the invoice submittal, the City will provide supporting documents, such as: meeting minutes, agendas, timesheets, consultant invoices and other additional back up required to Metro.

**Attachment B**  
**EXPENDITURE PLAN GUIDELINES**  
**I710 EARLY ACTION PROJECTS**

**State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan**

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if

**Attachment B**  
**EXPENDITURE PLAN GUIDELINES**  
**1710 EARLY ACTION PROJECTS**

- indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
  - o The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

**What AB 2321 (2008, Feuer) Says About the Expenditure Plan:**

*Section b (3) B*

*(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.*

*(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:*

*(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:*

*(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.*

*(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.*

*(2) The reason for the proposed amendment.*

**Attachment B**  
**EXPENDITURE PLAN GUIDELINES**  
**I710 EARLY ACTION PROJECTS**

*(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.*

**LACMTA FA ATTACHMENT C  
PROGRESS / EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	MR306.15
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO  
P.O. Box #512296, Los Angeles, CA 90051-0296** after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
<b>Project-to-Date Expenditure</b>				
Funds Expended to Date (Include this Quarter)				
Total Project Budget		\$ -		
% of Project Budget Expended to Date				
Balance Remaining				

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** Review of the I-710 Recirculated Draft EIR/EIS - City of Vernon

**FA #:** MR306.15

**QUARTERLY REPORT SUBMITTED FOR:**

- Fiscal Year :**     2013-14     2014-15     2015-16  
                           2016-2017     2017-2018     2018-2019
- Quarter :**         Q1: Jul - Sep     Q2: Oct - Dec  
                           Q3: Jan - Mar     Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

- Freeway     RSTI     Signal Synchronization  
 TDM         Bikeway     Pedestrian  
 Transit       TEA

<b>LACMTA Area Team Representative / Project Mgr.</b>	Name:	Lucy Olmos
	Area Team:	Highway Program
	Phone Number:	213.922.7099
	e-mail:	<a href="mailto:olmosl@metro.net">olmosl@metro.net</a>

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	Derek Wieske
	Job Title:	Director of Public Works / City Engineer
	Department:	Public Works Department
	City / Agency:	City of Vernon
	Mailing Address:	4305 S. Santa Fe Ave, Vernon, CA 90058
	Phone Number:	323-583-8811
	e-mail:	<a href="mailto:dwieske@ci.vernon.ca.us">dwieske@ci.vernon.ca.us</a>

**SECTION 3 : QUARTERLY PROGRESS REPORT**  
**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the MOU, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL MOU MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original MOU Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original MOU Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your MOU. **PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
I-710 Recirculated Draft EIR/EIS Project Meetings				
Other Project Meetings				
<b>Total Project Duration (days)</b>				

## **2. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

## **3. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

## **4. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 5: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment A, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
<b>TOTAL</b>				

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.  
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-610;  
 ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).  
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_  
 \_\_\_\_\_ and that to the best of my knowledge and belief the information  
 stated in this report is true and correct.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

**RECEIVED**

OCT 26 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 20 2016

CITY ADMINISTRATION

# STAFF REPORT

CA 10-26-16

## PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

Consent

**DATE:** November 1, 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:** Increase in Cost to the Subrecipient Agreement between the City of Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Purposes of the Proposition 84 Grant Program

### Recommendation

- A. Find that approval of the increase in cost to the Subrecipient Agreement is exempt under the California Environmental Quality Act (CEQA) 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 find that for the construction and installation of two (2) tree box filters in a transportation corridor are categorically exempt under the CEQA in accordance with Guidelines Section 15303, Class 3 because: (i) no significant physical changes will occur as a result of this approval; (ii) the project will consist of minor construction and connection to an existing facility (catch basin) to improve the water quality in the Los Angeles River, (iii) the project is an area where all public services and facilities are available to allow for maximum development permissible in the General Plan, (iv) the project does not involve significant amounts of hazardous substances, and (v) the area is not in an environmentally sensitive area, and;
- B. Authorize an increase in cost of \$14,476.82 to the Subrecipient Agreement between the City of Vernon ("City") and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA").

### Background

The Los Angeles Regional Board of the State Water Resources Control Board approved the National Pollutant Discharge Elimination System (NPDES) Permit for Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Long

Beach (hereinafter referred to as the Municipal NPDES Permit) on November 8, 2012 and amended on June 16, 2015 by Order WQ 2015-0075.

The Municipal NPDES Permit places an emphasis on coordination of resources and efforts between the Permittees such as Integrated Watershed Planning. As such, the Public Works Department works cooperatively with GWMA cities and others to make better use of the limited resources while making an effort to comply with the Municipal NPDES Permit.

With that said, the City of Vernon participated with the cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, and Whittier (hereinafter referred to as "Participating Cities") in the Proposition 84 grant funding application to install stormwater treatment systems (hereinafter referred to as the "Project"). GWMA contracted with a consultant to lead the coordination and the State Water Resources Control Board (State Board) awarded \$1,073,820 in grant funds with a local match of \$270,220.

On March 17, 2015 the City Council approved the Subrecipient Agreement between the City and GWMA to assist in facilitating the receipt, processing, and reimbursement of the Grant Agreement funding for the purposes of the Proposition 84 Grant Program through the State Board. The City's portion of grant funds is for two tree boxes which serve as Local Impact Development (LID) stormwater capture devices. These devices are slated to be installed on 26<sup>th</sup> Street: 1) one tree box will be installed west of Indiana Avenue, and; 2) one tree box will be installed east of Indiana Avenue. The tree boxes will be the City's first pilot project to achieve TMDL compliance. The initial value of the two tree boxes to be installed in the City's jurisdiction was \$92,185.45, including construction, project management and monitoring with a total local match of \$18,565.45.

### **Discussion**

As required under Section 4.1 Implementation of Sub-Project of the Subrecipient Agreement, GWMA released a request for bids for the 8 members, Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, and Vernon. GWMA received bid proposals from four companies: 1) Palp, Inc. (Excel Paving), 2) Metro Builders & Engineers Group, Ltd., 3) Bali Construction, Inc., and 4) Mike Prlich and Sons, Inc., with bid amounts ranging from \$844,350 - \$1,216,740. In June 2016 GWMA awarded the contract to Palp, Inc. (aka Excel Paving) for a cost of \$844,350. This essentially leaves a remaining balance of \$115,905.

The original amount estimated exclusively for the construction portion of the Proposition 84 grant was \$728,445. The increase in cost is due in part to the State's delay to approve the project designs, as the costs have increased from the original estimate developed in 2013.

The State Board has been notified of the increase in cost and has provided assurances that this increase does not affect the grant agreement. Although the State Board confirmed that the increase in cost for the construction of the project does not affect the grant agreement, Section 2.3 of the Subrecipient Agreement specifies that, " ... Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the grant funds are not forthcoming for any reason, or in the event that the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way."

Additionally, Excel Paving will be conducting geological sample testing and disposal of hazardous soil, if required. These services will be conducted under a City Purchase Contract.

**Fiscal Impact**

Funds are available in the Public Works Department Street Operations account (1043) to cover the additional costs for the Project, geological sample testing, and disposal of hazardous soil.

**Attachment**

- 1) Subrecipient Agreement

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF VERNON AND THE LOS ANGELES  
GATEWAY REGION INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated March 23, 2015 (“Effective Date”) and is between the City of Vernon, a California charter City and California municipal corporation (“Subrecipient”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

**RECITALS**

A. GWMA has entered into that certain Proposition 84 Stormwater Grant Program Grant Agreement No. 14-443-550 dated December 4, 2014 (“Grant Agreement”) with the State Water Resources Control Board (“State Water Board”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which GWMA will receive One Million Seventy-Three Thousand Eight Hundred Twenty Dollars (\$1,073,820.00) for the Multi-Agency/Multi-Watershed Project to assist the Cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier (“GWMA Members”) in implementing Low Impact Development (“LID”) Best Management Practices (“BMPs”) that will decrease the loading of metals at multiple sites along the Los Angeles River, San Gabriel River and Los Cerritos Channel, and their tributaries, including the construction of a total of twenty-two (22) tree box filters, twenty (20) bioretention tree wells and one thousand two hundred (1,200) linear feet of bioswale (the “Project”).

B. Subrecipient shall deposit with GWMA a total amount of Ninety-Two Thousand One Hundred Eighty Five Dollars and Forty-Five Cents (\$92,185.45) for GWMA to handle the competitive bidding process and to award a contract to construct and implement Subrecipient’s share of the Project by constructing a total of two (2) tree box filters, (collectively “LID BMPs”) within its jurisdiction along the Los Angeles River, and its tributaries (the “Sub-Project”).

C. GWMA will provide a design template and specifications signed by a civil engineer to the Subrecipient. It shall be the Subrecipient’s sole responsibility to incorporate the provided documentation into its city plans signed by the Director of the Department of Public Works, Water & Development Services, as the City Engineer.

D. GWMA will designate a total amount of Seventy Three Thousand Six Hundred Twenty Dollars (\$73,620.00) of the grant funds from the State Water Board for construction and implementation of the Sub-Project (“Subrecipient Grant Funds”).

E. Subrecipient understands and acknowledges that it is committing to pay its share to install a specific number of LID BMPs to prevent and reduce metals pollution in stormwater and demonstrate desired environmental results in compliance with the Grant Agreement.

The parties therefore agree as follows:

**1. SUBRECIPIENT OBLIGATIONS**

1.1 Permits and License. Subrecipient shall assist GWMA in procuring all permits and licenses necessary to accomplish the Sub-Project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Sub-Project work.

1.2 Commitment to Cost-Share. Subrecipient shall invest a minimum of Eighteen Thousand Five Hundred Sixty Five Dollars and Forty-Five Cents (\$18,565.45) of its own funds (the "Cost-Share Amount"), which constitutes at least twenty percent (20%) of the estimated cost of the Sub-Project, to the Sub-Project, in accordance with the Grant Agreement. GWMA shall document and submit documentation to the State Water Board reflecting Subrecipient's internal costs and total Sub-Project costs to demonstrate the Subrecipient's required cost share obligations under this Agreement and the Grant Agreement. If, upon completion of the Sub-Project, Subrecipient has provided its own funds in an amount less than twenty percent (20%) of the actual cost of the Sub-Project, Subrecipient shall deposit with GWMA the difference between the Cost-Share Amount and twenty percent (20%) of the actual cost of the Sub-Project.

1.3 Income Restrictions. Subrecipient shall pay to the State Water Board any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Subrecipient, to the extent that they are properly allocable to costs for which Subrecipient has been reimbursed with Subrecipient Grant Funds by GWMA under this Agreement.

1.4 Compliance with Grant Agreement. Subrecipient shall comply with all grantee responsibilities of the Grant Agreement and shall perform its respective obligations under and in accordance with the Grant Agreement. In the event that State Water Board determines Subrecipient has breached the grantee obligations under the Grant Agreement, Subrecipient will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by State Water Board because of the breach. No non-breaching GWMA Member, non-participating GWMA Member, or GWMA as a whole shall be in any way responsible for satisfying any State Water Board demands made in response to a breach of the Grant Agreement by Subrecipient. If Subrecipient is found in breach of the Grant Agreement, it shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement. The State Water Board may withhold all or any portion of the Subrecipient Grant Funds provided for by this Agreement in the event that Subrecipient has materially violated, or threatens to materially violate, any term, provision, condition or commitment of the Grant Agreement; or Subrecipient fails to maintain reasonable progress toward completion of the Sub-Project.

1.5 Approvals, Entitlements and Permits. If public agency approvals, entitlements or permits are required for implementation of the Sub-Project, Subrecipient shall promptly assist GWMA in obtaining such approvals, entitlements and permits and submit signed copies of the same to GWMA prior to commencement of Sub-Project work. If the Sub-Project is carried out on lands not owned by Subrecipient, Subrecipient shall obtain adequate rights-of-way for the useful life of the Sub-Project. For purposes of this Agreement, the "useful life" of any constructed portions of the Sub-Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else. Review or approval of Sub-Project applications, documents, permits, plans and specifications or other Sub-Project information by the State Water Board is for administrative purposes only and does not relieve

Subrecipient of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Sub-Project.

1.6 Compliance with Laws, Regulations, Etc. Subrecipient shall, at all times, comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations and requirements, including, if applicable, Water Code Section 5103(e). Without limiting the foregoing, Subrecipient shall, to the extent possible, comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Sub-Project, whichever is later. Subrecipient certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code Section 5101.

1.7 Compliance with Urban Water Management Planning Act. Subrecipient certifies that the Sub-Project complies with the Urban Water Management Planning Act (Cal. Water Code, § 10610 *et seq.*).

1.8 Consistency with Watershed Management Plan. Subrecipient certifies that any watershed protection activity under taken as part of the Sub-Project will be consistent with the applicable adopted local watershed management plans and the applicable Water Quality Control Basin adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan, as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.

1.9 Water Conservation and Efficiency Programs. Subrecipient has appropriate water conservation and efficiency programs in place. Subrecipient shall comply with the State Water Board's Drought Emergency Water Conservation regulations in Sections 863-865 of Title 23 of the California Code of Regulations. If applicable, Subrecipient shall assist GWMA in preparing a description of its progress and compliance with these Water Conservation regulations in GWMA's reports submitted pursuant to Section 6 of this Agreement.

1.10 State Water Board Disclosure Requirements. Subrecipient shall include the following disclosure statement in any document, written report or brochure prepared, in whole or in part, pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation of use.”

Further, Subrecipient shall post signage in a prominent location at Sub-Project sites or at Subrecipient's City Hall that includes the State Water Board's logo, available from GWMA, and the following disclosure statement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

1.11 Operations and Maintenance. Subrecipient shall maintain and operate the facility and structures constructed or improved as part of the Sub-Project throughout the useful life of the Sub-Project, consistent with the purposes for which the Grant Agreement was made. Subrecipient assumes all operations and maintenance costs of the facilities and structures; GWMA and the State Water Board shall not be liable for any cost of such maintenance, management or operation. Subrecipient may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division of Financial Assistance (the "Division"). For purposes of this Section 1.11, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

1.12 Continuous Use of Sub-Project; Lease or Disposal of Sub-Project. Subrecipient, except as provided in this Agreement and the Grant Agreement, shall not abandon, substantially discontinue use of, lease or dispose of the Sub-Project, or any significant part or portion thereof during the useful life of the Sub-Project without the prior written approval of the Deputy Director of the Division. The Deputy Director may condition the approval, as determined to be appropriate by him or her, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

## **2. DISBURSEMENT OF FUNDS**

2.1 Deposit of Funds. Within thirty (30) calendar days of the execution of this Agreement, Subrecipient shall deposit with GWMA an amount not-to-exceed Ninety Two Thousand One Hundred Eighty Five Dollars and Forty-Five Cents (\$92,185.45), which shall constitute the total estimated cost of Subrecipient's Sub-Project (which includes the Cost-Share Amount and the Subrecipient Grant Funds amount).

2.2 Reimbursement of Funds; Insufficient Funds. Upon Subrecipient's compliance with the requirements set forth in this Agreement, GWMA shall apply to the State Water Board for reimbursement of Sub-Project costs. Within thirty (30) calendar days of GWMA's receipt of reimbursement funds for the Sub-Project costs from the State Water Board, GWMA shall reimburse Subrecipient in an amount equal to the reimbursement funds received from the State Water Board. The total amount of funds that GWMA reimburses to Subrecipient shall in no event exceed the dollar amount listed in Section 2.1 of this Agreement, which said dollar amount shall constitute GWMA's full obligation to Subrecipient, unless GWMA receives additional funds from the State Water Board for the completion of the Sub-Project or unless GWMA opts to shift the funds currently allocated under the Grant Agreement from other GWMA Members' sub-projects to the Sub-Project. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional LID BMPs to be constructed under the Sub-Project. If the Subrecipient Grant Funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-State Water Board grant funds necessary to complete the Sub-Project. Reimbursement, if any, to Subrecipient by GWMA in accordance with this Section 2.2 is conditioned upon receipt of the grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the

grant funds are not forthcoming from the State Water Board, for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds. If the grant funds are reduced by the State Water Board, for any reason, Subrecipient shall secure and provide such additional funds necessary to complete the Sub-Project and GWMA shall not have any obligation to reimburse Subrecipient for such additional funds through any other source of GWMA funds.

2.3 Cost Overruns. At no time shall GWMA or a non-participating GWMA Member be liable for any cost associated with the Project, including the Sub-Project. In the event that the grant funds are not forthcoming from the State Water Board for any reason, or if the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way, GWMA and the GWMA Members that are not named as the Subrecipient under this Agreement shall not be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the grant funds are not forthcoming for any reason, or in the event that the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way.

### 3. **TERM**

3.1 Term. This Agreement shall commence on the Effective Date and shall continue through final payment to Subrecipient plus thirty-five (35) years, unless earlier terminated in accordance with Section 7.3 or amended.

### 4. **COORDINATION OF WORK**

4.1 Implementation of Sub-Project. After the execution of all subrecipient agreements with all GWMA members participating in the Project, GWMA shall manage the Notice Inviting Bids for the Project and the construction of the Sub-Project in accordance with the Scope of Work set forth in Exhibit A of the Grant Agreement. The parties, upon mutual written agreement, may amend the total number of LID BMPs required to be installed by Subrecipient during the term of this Agreement. Subrecipient shall immediately notify GWMA of events or proposed changes that could affect the scope, budget or work performed under this Agreement prior to the termination of this Agreement pursuant to Section 3.1. Subrecipient shall not undertake any substantial change in the scope of the Sub-Project until Subrecipient has provided written notice of the proposed change to GWMA and the State Water Board has given written approval of the change.

4.2 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the Director of the Department of Public Works, Water & Development Services of the City of Vernon or such person as may be designated by the Director of the Department of Public Works, Water & Development Services in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by City Council.

4.3 GWMA Representative. The GWMA Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must

be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the Board of Directors.

4.4 Independent Contractor. Subrecipient is, and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers' compensation laws.

## 5. MANDATORY LIABILITY COVERAGE

5.1 Coverage. Throughout the useful life of the Sub-Project, Subrecipient shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the LID BMPs constructed pursuant to this Agreement.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent, as accepted by GWMA's Risk Manager, that shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days' written notice to GWMA and the State Water Board prior to the effective date of such cancellation or change in coverage.

5.3 Additional Insurance Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, and each of its officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. This insurance shall be issued by a company or companies admitted to transact business in the State of California. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Project to obtain liability coverage at least as comprehensive as required under this Section 5 of this Agreement and shall require GWMA and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

5.5 Use of Insurance Proceeds. In the event of any damage to or destruction of the Sub-Project or any larger system to which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Sub-Project or its larger system. Subrecipient shall begin such reconstruction, repair or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in

connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

## **6. REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS**

6.1 Reports. GWMA shall prepare and submit regional progress and project reports to the State Water Board to fulfill the GWMA's reporting obligations under the Grant Agreement. Subrecipient shall assist GWMA by providing all requested documentation as GWMA prepares and submits progress and project reports to the State Water Board. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the Grant Agreement, including, if applicable, the reporting requirements specified in Paragraph G of Exhibit B of the Grant Agreement.

6.2 Audits and Records. GWMA, the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing may review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Division, at its option, may call for an audit of financial information relative to the Sub-Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is call for, the audit shall be performed by a certified public accountant. The audit shall be in the form required by the Division. Subrecipient shall maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. Auditor(s) shall have access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records. Further, Subrecipient shall include a similar right of GWMA and the State of California to audit records and interview staff in any contract related to performance of this Agreement.

6.3 Records. Without limiting the requirement in Section 9.2 of this Agreement to maintain Sub-Project accounts in accordance with generally accepted accounting principles, Subrecipient shall, to the extent applicable:

6.4 Establish an official file for the Sub-Project that adequately documents all significant actions relative to the Sub-Project;

6.5 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Sub-Project, including all portions of grant funds received under this Agreement;

6.6 Establish separate accounts that adequately depict all income received that is attributable to the Sub-Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

6.7 Establish an accounting system that will adequately depict final total costs of the Sub-Project, including both direct and indirect costs;

6.8 Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

6.9 If a Force Account is used by Subrecipient for any phase of the Sub-Project, establish an account that documents all employee hours and associated tasks charged to the Sub-Project per employee.

6.10 Inspections. The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Sub-Project sites at all reasonable times during Sub-Project implementation and thereafter for the useful life of the Sub-Project to ascertain compliance with the Grant Agreement and its goals.

## 7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles or the United States District Court in the Central District of California, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Subrecipient shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

7.2 Assignment. Subrecipient shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

7.3 Termination. GWMA may terminate this Agreement if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated by giving written notice to Subrecipient. In the event of the State Water Board's termination of the Grant Agreement upon the violation by GWMA, Subrecipient or any other GWMA Member subrecipient of any material provision of the Grant Agreement, Subrecipient shall, upon demand, immediately repay to the State Water Board an amount equal to the Subrecipient Grant Funds distributed to Subrecipient prior to such termination. In the event of such termination, interest shall accrue on Subrecipient's amounts due at the highest legal rate from the date that notice of termination is mailed to GWMA from the State Water Board to the date Subrecipient's full repayment.

7.4 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.5 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are

cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.7 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

7.9 Damages for Breach Affecting Tax Exempt Status. In the event that any breach of any of the provisions of this Agreement by Subrecipient results in the loss of tax exempt status for any state bonds, or such breach results in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, Subrecipient shall immediately reimburse the State Water Board in an amount equal to any damages paid by or loss incurred by the State due to such breach.

7.10 Related Litigation. Under no circumstances may Subrecipient use any portion of the Subrecipient Grant Funds from any disbursements under this Agreement to pay costs associated with any litigation Subrecipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, Subrecipient agrees to complete the Sub-Project funded by this Agreement or to repay the Subrecipient Grant Funds, plus interest.

## **8. INDEMNIFICATION**

8.1 Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA, the State Water Board and the State (collectively, the "Indemnitees") harmless from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, arising out of, resulting from or in any way connected with (1) the Sub-Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction of the Sub-Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement and any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Section 13304 of

California Water Code and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Sub-Project site(s); or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by Subrecipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Subrecipient shall pay and discharge any judgment or award entered or made against the Indemnitees with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this Section 8.1 shall survive the expiration or termination of this Agreement.

## **9. MISCELLANEOUS PROVISIONS**

9.1 Conflict of Interest. Subrecipient certifies that it is in compliance with applicable state and federal conflict of interest laws.

9.2 Fiscal Management Systems and Accounting Standards. Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of the grant funds to a level of expenditure adequate to establish that the Subrecipient Grant Funds have not been used in violation of state law, this Agreement or the Grant Agreement. Subrecipient shall maintain separate Sub-Project accounts in accordance with generally accepted accounting principles.

9.3 Discovery of Potential Archeological or Historical Resources. Should potential archeological or historical resources be discovered during implementation of the Sub-Project, all Sub-Project work in the area shall cease until (1) a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources and (2) the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. Subrecipient shall implement appropriate actions as directed by the Division.

9.4 Nondiscrimination. During the performance of this Agreement, Subrecipient and its consultants and contractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Subrecipient and its consultants and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its consultants and contractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Regs., tit. 2, § 11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations, are incorporated into this Agreement by this reference and made a part hereof as if set forth in full. Subrecipient and its consultants and contractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any. Subrecipient shall include the nondiscrimination and compliance provisions in this Section 9.4 in all subcontracts to perform Sub-Project work under this Agreement. Subrecipient's failure to carry



9.8 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.9 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.11 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.12 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

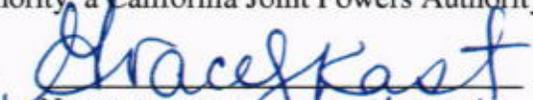
9.13 Exhibits; Precedence. Exhibit A is incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail, except that all state grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.14 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The parties are signing this Agreement on the date stated in the introductory clause.

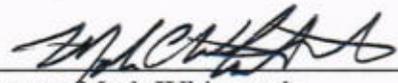
**GWMA**

Los Angeles Gateway Region Integrated  
Regional Water Management Joint Powers  
Authority, a California Joint Powers Authority

By:   
Name: Grace J. Kast  
Title: Exec. Officer

**Subrecipient**

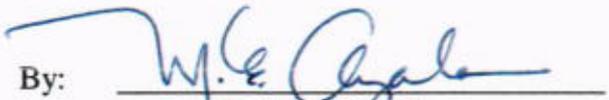
City of Vernon  
a California charter City and California  
municipal corporation

By:   
Name: Mark Whitworth  
Title: City Administrator

ATTEST:

By:   
Name: Toni Penn  
Title: Admin Asst.

ATTEST:

By:   
Name: Maria E. Ayala  
Title: City Clerk

APPROVED AS TO FORM:

By:   
Name: Cardice K. Lee  
Title: Asst. General Counsel

APPROVED AS TO FORM:

By:   
Name: Hema Patel  
Title: City Attorney

**EXHIBIT A  
GRANT AGREEMENT  
(Attached)**

FOR STATE USE ONLY
DGS REGISTRATION NO.
EP1390162

**PROPOSITION 84 STORMWATER GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND**

**GATEWAY WATER MANAGEMENT AUTHORITY, hereinafter called "Grantee"**

**MULTI-AGENCY/MULTI-WATERSHED PROJECT TO INCORPORATE LOW IMPACT  
DEVELOPMENT (LID) BEST MANAGEMENT PRACTICES (BMPs) INTO MAJOR  
TRANSPORTATION CORRIDORS, hereinafter called "Project"**

**AGREEMENT NO. 14-443-550**

The State and Grantee hereby agree as follows:

**PROVISION(S).** The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Pub. Resources Code, § 75050(m) (Prop. 84 Stormwater Contamination Reduction and Prevention)

**PURPOSE.** The State shall provide a grant to and for the benefit of Grantee for the purpose of implementing LID BMPs that will decrease the loading of metals into the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and their tributaries.

**GRANT AMOUNT.** The maximum amount payable under this Agreement shall not exceed \$1,073,820.

**TERM OF AGREEMENT.** The term of the Agreement shall begin on OCTOBER 1, 2014 and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 31, 2017. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER APRIL 30, 2017.**

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Agreement will be:

<b>State Water Board</b>	<b>Grantee: Gateway Water Management Authority</b>
Name: Spencer Joplin, Grant Manager	Name: Grace Kast, Project Director
Address: 1001 I Street, 16 <sup>th</sup> Floor	Address: 16401 Paramount Blvd
City, Zip: Sacramento, CA 95814	City, Zip: Paramount, CA 90723
Phone: (916) 341-5636	Phone: (626) 485-0338
Fax: (916) 341-5707	Fax: (562) 634-8216
e-mail: SJoplin@waterboards.ca.gov	e-mail: Gracekast.gateway@gmail.com

Direct all inquiries to:

<b>State Water Board</b>	<b>Grantee: Gateway Water Management Authority</b>
Section: Division of Financial Assistance	Section:
Attention: Michele Stebbins, Program Analyst	Name: John Hunter, Grant Contact
Address: 1001 I Street, 17 <sup>th</sup> Floor	Address: 6131 Orangethorpe Avenue, Suite 300
City, Zip: Sacramento, CA 95814	City, Zip: Buena Park, CA 90620
Phone: (916) 341-5665	Phone: (562) 802-7880
Fax: (916) 341-5296	Fax: (562) 802-2297
e-mail: MStebbins@waterboards.ca.gov	e-mail: Jhunter@jlha.net

Either party may change its Project Representative upon written notice to the other party.

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS & CONDITIONS
- Exhibit D SPECIAL CONDITIONS

**GRANTEE REPRESENTATIONS.** The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: Grace Kast  
Grantee Signature

By: [Signature]  
Darrin Polhemus, Deputy Director  
State Water Resources Control Board,  
Division of Financial Assistance

Grace Kast  
Grantee Typed/Printed Name

12/4/2014  
Date

Executive officer  
Title

Reviewed by [Signature]  
Office of Chief Counsel  
Date: 12-4-14

11/5/14  
Date

EXHIBIT A  
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, Global Positioning System (GPS) information for project site and monitoring locations must be identified for this Project. Submittal requirements for GPS data are available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).
2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP) that does all of the following: 1) identifies the nonpoint source(s) of pollution to be prevented or reduced by the Project; 2) describes the baseline water quality or quality of the environment to be addressed; 3) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results; and 4) describes the monitoring program, including, but not limited to, the methodology, frequency, and duration of monitoring.

The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. PAEP details the methods of measuring Project benefits and reporting them in accordance with a PAEP. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/paep/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/paep/index.shtml).

2.2 Monitoring Plan

All projects that include water quality or environmental monitoring must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; and 3) provide GPS information for all sampling locations.

The MP must include a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, and the sampling location for the monitoring activities.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. Guidance for preparing an MP is available at: [http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml#plans](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans).

2.3 Quality Assurance and Project Plan

If water quality monitoring is undertaken, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml).

The Grantee shall upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

## 2.4 Data Management

The Grantee shall upload all water quality data obtained through its implementation of the MP to the California Environmental Data Exchange Network (CEDEN). The Grantee shall also provide a receipt of successful data submission, which is generated by CEDEN, to the Grant Manager prior to submitting a final invoice. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or the Regional Data Centers (RDCs) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. If public agency approvals, entitlements, or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project.
5. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board color logo (available from the Program Analyst):



and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

6. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within Item 5 of this exhibit.

## **B. PROJECT-SPECIFIC REQUIREMENTS**

### **1. Project Management**

- 1.1 Provide all technical and administrative services as needed for Agreement completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.**
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.**
- 1.3 Conduct pre-, during, and post-construction photo monitoring and submit to the Grant Manager.**
- 1.4 Conduct periodic and final site visits with the Grant Manager.**

### **2. Planning, Design, and Engineering**

- 2.1 Complete the preliminary design plans and specifications and submit to the Grant Manager for review and approval. The design plans will include a minimum of: twenty-two (22) tree box filters; twenty (20) bioretention tree wells; and one thousand, two hundred (1200) linear feet of bioswale at multiple sites along the Los Angeles River, San Gabriel River, and Los Cerritos Channel and their tributaries.**
- 2.2 Complete the final design plans and specifications and prepare a summary identifying any changes from the preliminary design plans in Item 2.1. Submit the plans and summary of changes to the Grant Manager for review and approval prior to preparing bid documents in item 2.3.**
- 2.3 Complete the bid documents and advertise the Project for bid. Submit the awarded bid documents to the Grant Manager in an electronic format.**

### **3. Construction and Implementation**

- 3.1 Award the construction contract and submit the Notice to Proceed to the Grant Manager in an electronic format.**
- 3.2 Complete construction activities in accordance with approved final design plans and specifications.**
- 3.3 Submit as-built drawings to the Grant Manager in an electronic format.**
- 3.4 Prepare and submit an Operations and Maintenance Plan to the Grant Manager for review and approval.**

### **4. Monitoring and Performance**

- 4.1 Monitor in accordance with the approved MP.**
- 4.2 Analyze monitoring results, document implementation of monitoring in accordance with the MP, and include a summary report of the monitoring results in the associated quarterly progress report. A summary of all monitoring results shall be included in the Final Project Report.**

### **5. Education and Outreach**

- 5.1 Create a press release that informs the public of basic stormwater issues and notifies them of local community events. Send the press release to a minimum of six (6) to local media outlets and submit a copy of the press release to the Grant Manager.**

- 5.2 Conduct a minimum of one (1) community event annually in each of the Los Angeles River, Los Cerritos Channel, and Lower San Gabriel River watersheds, for a total of at least three (3) events to educate the community about stormwater pollution sources and prevention. Submit the community event materials to the Grant Manager.
- 5.3 Conduct an informal survey at each event in Item 5.2 to assess the increase in stormwater awareness. Submit educational materials and survey results for each event to the Grant Manager.
- 5.4 Develop and distribute outreach materials related to metals pollution in stormwater, to local schools in each watershed. Submit the outreach materials to the Grant Manager.
- 5.5 Coordinate with local schools to attend the appropriate community events identified in Item 5.2 and submit student attendance information to the Grant Manager.

**TABLE OF ITEMS FOR REVIEW**

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE</b>			
<b>A.</b>	<b>PLANS AND GENERAL COMPLIANCE REQUIREMENTS</b>		
1.	GPS information for Project site and monitoring locations	Day 90	
2.	Monitoring and Reporting Plan		
2.1	Project Assessment and Evaluation Plan (PAEP)	Day 90	
2.2	Monitoring Plan (MP)	Day 90	
2.3	Quality Assurance Project Plan (QAPP)	Day 90	
2.4	Proof of Water Quality Data Submission to CEDEN	Before Final Invoice	
3.	Copy of Final CEQA/NEPA Documentation	Day 30	
4.	Public Agency Approvals, Entitlements, or Permits		As Needed
<b>B.</b>	<b>PROJECT-SPECIFIC REQUIREMENTS</b>		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Pre-, During, and Post-Construction Photos		Ongoing
1.4	Periodic and Final Site Visits		Ongoing
2.	Planning, Design, and Engineering		
2.1	Preliminary Design Plans and Specifications		December 2014
2.2	Final Plans and Specifications and Summary of Changes		February 2015
2.3	Awarded Bid Documents		March 2015
3.	Construction and Implementation		
3.1	Notice to Proceed	March 31, 2015	
3.3	As-Built Drawings		September 2016
3.4	Operations and Maintenance Plan		October 2016
5.	Education and Outreach		
5.1	Copy of Press Release		Ongoing
5.2	Community Event Materials		November 2016
5.3	Survey Results		November 2016
5.4	School Outreach Materials		December 2016
5.5	Attendance Information		December 2016

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	INVOICING		Quarterly
G.	REPORTS		
1.	Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December)		Quarterly
2.	Annual Progress Summaries		Annually by 9/30
3.	Natural Resource Projects Inventory (NRPI) Survey Form (if applicable)	Before Final Invoice	
4.	Draft Final Project Report	January 31, 2017	
5.	Final Project Report	February 28, 2017	
6.	Final Project Summary	Before Final Invoice	
7.	Final Project Inspection and Certification	Before Final Invoice	

EXHIBIT B  
INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

Spencer Joplin, Grant Manager  
State Water Resources Control Board  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support Match Funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
  - a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due; and

- d. Original signature and date (in ink) of Grantee or its authorized representative.
- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN APRIL 30, 2017.

**B. PROHIBITION OF INDIRECT COSTS**

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

**C. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Agreement for the 2014-15 fiscal year ending June 30, 2015 shall not exceed ONE MILLION, SEVENTY-THREE THOUSAND, EIGHT HUNDRED TWENTY DOLLARS (\$1,073,820).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

**D. LINE ITEM BUDGET**

	PROP 84	MATCH	TOTAL
Direct Project Administration Costs	\$ 0	\$ 35,980	\$ 35,980
Planning/Design/Engineering/Environmental	\$ 0	\$ 78,500	\$ 78,500
Equipment (\$5,000 or more per item)	\$ 0	\$ 0	\$ 0
Construction/Implementation	\$1,073,820	\$ 75,135	\$1,148,955
Monitoring/Performance	\$ 0	\$ 69,700	\$ 69,700
Education/Outreach	\$ 0	\$ 10,905	\$ 10,905
<b>TOTAL</b>	<b>\$1,073,820</b>	<b>\$270,220</b>	<b>\$1,344,040</b>

#### E. BUDGET LINE ITEM FLEXIBILITY

1. **Line Item Adjustment(s).** Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount (excluding Match Funds), including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. **Procedure to Request an Adjustment.** Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. **Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

#### F. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of TWO HUNDRED SEVENTY THOUSAND, TWO HUNDRED TWENTY DOLLARS (\$270,220) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the grant amount and/or Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board Guidelines.

#### G. REPORTS

1. **PROGRESS REPORT.** Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager within forty-five (45) days following the end of the calendar quarter (March, June, September, and December).
  - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
  - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. **ANNUAL PROGRESS SUMMARIES.** Prepare and provide an Annual Progress Summary annually by September 30. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FFAST system. The summary shall include the following:

- a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
  - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
  - c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
3. **NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM.** If available at the completion of this Project, the Grantee shall complete and submit electronically a NRPI Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>.
  4. **DRAFT FINAL PROJECT REPORT.** Prepare and submit to the Grant Manager, for review and comment, a Draft Final Project Report in a format provided by the Grant Manager
  5. **FINAL PROJECT REPORT.** Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FAAST system.
  6. **FINAL PROJECT SUMMARY.** Prepare a brief summary of the information contained in the Final Project Report, including before and after pictures, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
  7. **FINAL PROJECT INSPECTION AND CERTIFICATION.** Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
  8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

#### H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

#### I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

#### J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C  
GENERAL TERMS & CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
4. **AUDIT:** The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550; Pub. Contract Code, § 7103.)
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
7. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by

reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

11. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
12. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
13. **ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION):**
  - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
  - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by

the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
20. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:**
  - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
  - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.
22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

23. NOTICE:

- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
- b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
- e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
- f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
- g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

25. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and

Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code, § 4477) [www.echo.epa.gov](http://www.echo.epa.gov). The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the California Department of Industrial Relations (DIR) or Grantee;
- b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

26. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of DIR to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

27. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

28. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
- c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
- d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
- e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,

- f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
30. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
31. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
32. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
33. **STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
34. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant

funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to/from the Grantee to the date of full repayment by the Grantee.

35. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
36. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
37. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
38. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
39. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
40. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
41. **WAIVER AND RIGHTS OF THE STATE WATER BOARD:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
42. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: [http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/conservation.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml). The Grantee also agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in sections 863-865 of title 23 of the California Code of regulations. If applicable, the Grantee agrees to include a discussion of progress and compliance in its reports submitted pursuant to Exhibit B of this Agreement.
43. **WATER RIGHTS:** The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103(e), if applicable. The Grantee further certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code section 5101.
44. **WATERSHED MANAGEMENT PLAN CONSISTENCY:** The Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan and/or Statewide) adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.
45. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

**EXHIBIT D  
SPECIAL CONDITIONS**

**Proposition 84 Stormwater Grant Program**

1. The Grantee certifies that it is a local public agency (i.e., one of the following: a city, county, city and county, district, or a joint powers authority comprised entirely of local public agencies).
2. The Grantee certifies that this Project is intended to achieve one of the purposes set forth in Public Resources Code section 75050.2(a).
3. The Grantee certifies that any real property or interests in real property acquired for this Project shall be acquired from a willing seller.
4. The Grantee certifies that it is providing a match in the amount of at least 20% of the total Project cost.
5. The Grantee certifies that in no event will it complete this Project later than MARCH 31, 2017. It acknowledges that this condition is a material condition of this Agreement.

**RECEIVED**

OCT 25 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 24 2016

CITY ADMINISTRATION

**STAFF REPORT** CA 10-25-14  
**PUBLIC WORKS, WATER & DEVELOPMENT SERVICES  
DEPARTMENT**

Consent

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**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Derek Wieske, Director of Public Works, Water & Development Services  
Originator: Claudia Arellano, Stormwater & Special Projects Analyst *DW*

**RE:** Legal Services Agreement with Richards, Watson & Gershon for Litigation regarding the Los Angeles Municipal National Pollution Discharge Elimination System Permit

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**Recommendation**

- A. Find that because the proposed action will not result in direct or indirect physical changes in the environment, it does not constitute a "project" as defined by California Environmental Quality Act ("CEQA") Guidelines Section 15378 and is therefore not subject to CEQA review. 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; and
- B. Authorize an \$8,000 increase in cost for legal services provided by Richards, Watson & Gershon ("RWG") under their current Legal Services Agreement with the City of Vernon (copy attached) to continue representing the City, as needed to protect the City's interests, as a real party in interest in litigation challenging a Final Order of the State Water Board which approved the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 ("Municipal NPDES Permit") as amended by Order WQ 2015-0075.

**Background**

In Closed Session on July 21, 2015, the City Council authorized the City Administrator to enter into a Legal Services Agreement with RWG to represent the City, as needed to protect the City's interests, as a real party in interest in litigation likely to be brought by the environmental groups challenging a final order of the State Water Board. The Final Order approved the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175 as amended by Order WQ 2015-0075. RWG is

representing 19 other cities on this matter. At that time, if the litigation proceeded as anticipated, then the initial cost to the City of Vernon to prepare an answer and further advise the City and its staff in connection with the lawsuit was anticipated to be in the range of \$1,500-\$2,000. If RWG's participation required more time, such that the costs to the City would exceed \$2,000, staff indicated this item would return to the City Council for additional authorization.

As mentioned above, it was initially anticipated that litigation would be brought by the environmental groups. However, three writ of mandate petitions were filed in Los Angeles Superior Court challenging the 2012 LA County MS4 Permit. One petition was filed jointly by the Natural Resources Defense Council ("NRDC") and Los Angeles Waterkeeper ("LA Waterkeeper"). Two petitions were filed by municipal permittees—one jointly by the Cities of Duarte and Huntington Park, and the other by the City of Gardena. Both of the cases filed by cities have since been transferred to Orange County. Counsel for the Cities of Duarte, Huntington Park and Gardena each requested venue in Orange County, primarily because of the County's proximity to Los Angeles; the petitioners' counsel, and; the 84 municipal permittees that are all real parties in interest to the three separate cases. RWG's clients, including the City of Vernon, were supportive of this request, as Orange County has an established group of judges who hear complex civil cases and could accommodate a case such as this one. In addition, it is easier for counsel to travel to Orange County, thereby saving costs to RWG's client cities.

The City of Gardena served the City of Vernon as a real party in interest in its lawsuit, although the complaint seeks no relief from the City of Vernon or any other permittee that the City of Gardena named as a real party. The City of Vernon answered the City of Gardena's petition and appeared in the case for the purpose of monitoring the litigation and receiving notices and filings. However, the City of Vernon reserved its right to participate in the case if necessary. Currently pending before the court is a motion to compel discovery filed by the cities and a motion for judgment on the pleadings filed by the Attorney General. A trial date in the Gardena and Duarte cases has not yet been scheduled. It is possible, however, that the court will order the parties to participate in a comprehensive settlement conference before doing so.

The City of Vernon, and 19 other cities represented by RWG, have intervened in the case filed by the NRDC and LA Waterkeeper. That case seeks to eliminate provisions of the MS4 Permit that deem permittees in compliance with certain numeric effluent limits and receiving water limits when implementing a Watershed Management Program, as Vernon has elected to do. By intervening in this case, the City of Vernon was permitted to file a brief to resist the NRDC's and LA Waterkeeper's claims. However, the City is not being exposed to any affirmative liability as a result of the intervention. A final hearing for that case was scheduled for September 30, 2016 but, the judge did not issue a decision, or even a tentative decision. The final hearing was continued to November 14, 2016 and that final decision could be pushed further.

In addition, a hearing is scheduled for October 14, 2016 in the Duarte and Gardena challenges to the Stormwater Permit. The hearing involves motions by the Cities of Gardena and Duarte to compel discovery on the Water Boards (likely for cost information). The hearing also involves the Attorney General's motion to dismiss some, but not all, of the cities' claims. The hearing was initially scheduled for September, but was delayed due to scheduling conflicts.

The following events have caused the cost of these legal efforts to exceed the anticipated initial cost of \$2,000: In July 2015, three cases were filed as opposed to the one anticipated case by

NRDC and LA Waterkeeper. Second, in addition to answering the NRDC's writ; RWG has also prepared and filed a responsive brief in the NRDC case; answered Gardena's writ petition; coordinated service of process; reviewed the briefs in all three cases, and; participated in several hearings. Consequently, there has been additional work beyond answering the NRDC's writ and monitoring the litigation. Third, there are three cases to follow that are being litigated on separate tracks and in different courthouses. RWG initially anticipated that all three cases would be consolidated in one court in Los Angeles, but the Duarte and Gardena cases were allowed to be transferred to Orange County. Finally, RWG did not anticipate monitoring and participating in the Gardena and Duarte cases to the extent they have been. Gardena's decision to name and serve every city as a real party in interest forced the cities to play a more active role in that case.

### **Fiscal Impact**

Staff recommends that the City Council authorize an increase of \$8,000 to the costs allowed under the current Legal Services Agreement with RWG to have RWG continue to participate on this matter, on behalf of the City and continue advising the City. Including the \$2,000 previously authorized, the total not to exceed amount authorized would be \$10,000. Funds for the increase requested are available in the City Attorney's Department budget.

### **Attachment(s)**

- 1) Legal Services Agreement dated July 10, 2015

**RICHARDS | WATSON | GERSHON**  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION

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ROHANNE M. DIAZ

JIM G. GRAYSON  
BOY A. CLARKE

MICHAEL F. YOSHIDA  
REGINA N. DANHEER

PAULA GUTIERREZ BAEZA  
BRUCE W. GALLOWAY

DIANA K. CHUANG  
PATRICK K. BOBKO

NORMAN A. DUPONT  
DAVID M. SNOW

LOLLY A. ENRIQUEZ  
GINETTA L. GIOVINCO

TRISHA ORTIZ  
CANDICE K. LEE

JENNIFER PETRUSIS  
STEVEN L. FLOWER

TOUSSAINT S. BAILEY  
AMY GREYSON

DEBORAH R. HADJIAN  
D. CRAIG FOR

MARICELA E. MARROQUIN  
SERITA R. YOUNG

SHIBU KUMAR  
SEAN B. GIBBONS

AARON C. O'DELL  
AMANDA L. CHARNE

STEPHANIE CAO  
PATRICK D. SKAHAN

STEPHEN D. LEE  
YOUSTINA N. AZIZ

BRENDAN KEARNS  
KYLE H. BROCHARD

NICHOLAS R. GHIRELLI  
ISRA SHAH

CHRISTINA L. BROWNING  
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SAN FRANCISCO OFFICE  
TELEPHONE 415.421.8484

ORANGE COUNTY OFFICE  
TELEPHONE 714.990.0901

TEMECULA OFFICE  
TELEPHONE 951.695.2373

July 10, 2015

VIA ELECTRONIC MAIL & U. S. MAIL

Mark Whitworth  
City Administrator  
City of Vernon  
4305 Santa Fe Avenue  
Vernon, California 90058

Re: Legal Services Agreement

Dear Mr. Whitworth:

Thank you for the opportunity to provide legal services to the City of Vernon.

Richards, Watson & Gershon (the "Firm") will represent the City of Vernon in regard to any ensuing lawsuit filed by an interested party to challenge the Municipal Separate Storm Sewer System ("MS4") Permit, Order No R4-2012-0175, reissuing NPDES Permit No. CAS004001 ("Permit") by the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") and the Final Order of the State Water Resources Control Board resolving 37 petitions of review challenging the Permit. We will represent the City of Vernon in its capacity as a real party in interest in this litigation, which would include but not be limited to filing an answer on behalf of the City and other parties jointly represented by the Firm in this matter. We write to set forth the terms upon which the Firm will provide legal services to the City of Vernon and the basis upon which we will bill for our services and expenses.

The Firm maintains a conflict of interest database. Based on the information you have provided, we have examined this database to determine whether we might have a professional conflict of interest with respect to the parties listed below, for whom we are providing the same service. We find no previous or current relationships that would interfere with our ability to represent the City of Vernon in this matter. If there are other parties who would be affected by this matter or who you otherwise feel we should consider, please provide those names to us so we can determine whether there are conflicts as to those parties.

The names we have utilized in determining whether any potential or actual conflicts of interest exist, which are the other cities we are representing in this limited matter, are the following:

Mark Whitworth  
July 10, 2015  
Page 2

City of Vernon  
Mark Whitworth  
Claudia Arellano  
Regional Water Quality Control Board, Los Angeles Region  
State Water Resources Control Board

We will add these names to our database for consultation in regard to future matters. We will proceed on the understanding that the above listing is accurate and complete unless we hear from you to the contrary.

Norman Dupont, Nicholas Ghirelli, and I will have primary responsibility for your representation. We may also use other attorneys, legal assistants and other law firm personnel as may be helpful in representing your interests.

When the bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered. As stated, our estimate of the total cost of the services rendered pursuant to this engagement letter will be no more than \$10,000.00.

**All attorneys of the Firm will be billed at a billable rate of \$330 per hour. The rates charged for this engagement will not be changed without your written consent.**

In addition, we will bill you for costs in connection with our representation of the City of Vernon. Such costs include copying documents (.15 cents/page), facsimile transmission of documents (\$1.00/page), long distance telephone, court fees, litigation costs, messenger and delivery services, and other similar costs. Such costs frequently are billed to the Firm from third-party vendors. Therefore, there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill.

We agree that you will pay your bill within 30 days of receipt of our billing statement. We further agree that interest will accrue on any unpaid overdue balances at the rate of seven percent simple interest per annum.

We will keep you informed of significant developments in the matter. Please feel free to inquire at any time about any issues related to the matter.

Mark Whitworth  
July 10, 2015  
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Naturally, we expect you to ask us about the likely results of our work. We will respond as best we can, but cannot and do not guarantee any particular result. We can make no promises about the outcome of litigation or negotiations and any opinions about likely outcomes are not intended to constitute a guarantee.

We rarely have fee disputes with clients. Nevertheless, you should be aware that the City of Vernon is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business & Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

In the event that you choose not to utilize the County Bar arbitration procedures, you agree that all fee disputes between us shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

In any dispute concerning billing for services rendered, the prevailing party, as defined in California Code of Civil Procedure section 1032, will be entitled to recover its reasonable attorney's fees and costs.

The City of Vernon has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide the City of Vernon with reasonable notice to arrange alternative representation. In either circumstance, the City of Vernon agrees to secure new counsel to represent it as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may be involved. If the City of Vernon elects to terminate the Firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

We are also required to inform you that we currently maintain professional liability insurance. Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

In order for the Firm to work on this matter, the enclosed duplicate original of this letter must be signed and returned. We have enclosed a return envelope for your convenience.

Mark Whitworth  
July 10, 2015  
Page 4

We look forward to representing the City of Vernon in this matter.

Very truly yours,



Candice K. Lee

Agreed to by:

Signature:



Mark Whitworth

Title:

City Administrator

Date:

7.29.15

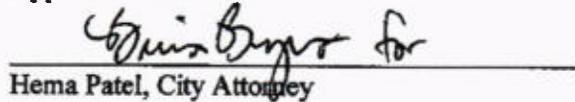
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Attest:



Maria E. Ayala, City Clerk

Approved as to form:

  
Hema Patel, City Attorney

RICHARD RICHARDS  
(1916-1988)

GLENN E. WATSON  
(1917-2010)

HARRY L. GERSHON  
(1921-2007)

STEVEN L. DORSEY  
WILLIAM L. STRAUSS  
MITCHELL E. ABBOTT  
GREGORY W. STEPANICH  
QUINN M. BARROW  
CAROL W. LYNCH  
GREGORY M. KUHNERT  
THOMAS M. JIMENO  
ROBERT C. CECCON  
STEVEN H. KAUFMANN  
KEVIN G. ENNIS  
ROBIN D. HARRIS  
MICHAEL ESTRADA  
LAURENCE S. WISNER  
B. TILDEN KIM  
SASKIA T. ASAMURA  
KAYSER O. SUME  
PETER M. THORSON  
JAMES L. MAREMAN  
CRAIG A. STEELE  
T. PETER MERCE  
TERENCE B. BOGA  
LISA BOND  
ROXANNE M. DIAZ  
MM G. OBAYSON  
ROY A. CLARKE  
MICHAEL F. YOSHIDA  
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TRISHA ORTIZ  
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**ATTORNEY WORK PRODUCT  
ATTORNEY-CLIENT PRIVILEGE**

July 10, 2015

**VIA E-MAIL AND U.S. MAIL**

Mark Whitworth  
City Administrator  
City of Vernon  
4305 Santa Fe Avenue  
Vernon, California 90058

Re: Attorney Conflict Waiver Request for Representation of City in Anticipated  
Litigation Challenging the LA MS4 Permit

Dear Mr. Whitworth:

On June 16, 2015, the State Water Resources Control Board ("State Board") heard and adopted a Final Order resolving claims made in various petitions challenging the Los Angeles Stormwater Permit pending before it. The Firm has represented the City in connection with its petition before the State Board. It is likely that one or more parties aggrieved by the results of that final order will seek judicial review, which will be triggered by issuance of that order. The purpose of this letter is to request the City's authorization to represent it in any ensuing lawsuit filed by environmental groups challenging the Board's Final Order. Because the Firm has been representing multiple parties, we also are requesting that the City review and execute this proposed conflict waiver, as it did previously.

**I. Background: The MS4 Stormwater Permit and State Board  
Administrative Proceedings**

The Regional Water Quality Control Board, Los Angeles Region ("Regional Board") unanimously adopted the "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4," Order No. R4-2012-0175, reissuing NPDES Permit No. CAS004001 (the "Permit"), on November 8, 2012. The Permit is subject to review by the State Board, and various petitions for review have been filed before the State Board, including one filed by the City of Vernon.

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Mark Whitworth, City Manager  
City of Vernon  
July 10, 2015  
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The City of Vernon (“City”) is a co-permittee under the MS4 Permit, and is thus subject to its regulatory requirements. On or before December 10, 2012, the deadline for filing administrative appeals, this Firm assisted the City in the filing of an administrative appeal, known as a Petition for Review (“Petition”). The Petition challenged the adoption of the Permit on various legal and technical grounds.

The Firm drafted and assisted in the filing of Petitions for 21 different municipal permittees, which included the cities of Agoura Hills, Arcadia, Artesia, Beverly Hills, Commerce, Covina, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon, and Westlake Village. One of those cities (Arcadia) ultimately chose to be represented by another law firm, so the Firm now represents 20 municipal permittees (collectively, the “Collective Petitioners”).

In addition to the petitions filed by this firm, 14 additional petitions were filed by other municipal permittees, as well as a petition by three environmental groups led by the Natural Resources Defense Council, and including Heal the Bay, and the Los Angeles Riverkeeper (collectively the “NRDC PARTIES”). The NRDC parties’ petition stated that the 2012 MS4 Permit contravened various provisions of federal law and was a step “backward”, not a step forward, in efforts to regulate stormwater discharges from the MS4 system into waterways such as the Los Angeles or San Gabriel Rivers, Ballona Creek, Malibu Creek, or ultimately, to the Pacific Ocean.

The Firm represented the Collective Petitioners in filing petitions, attending one workshop in Los Angeles, filing two sets of comment letters, and opposing two requests by the NRDC parties to augment the existing record by incorporation of additional documents through “judicial notice.” The Firm represented the Collective Petitioners at the anticipated adoption hearing set by the State Board for June 16, 2015.

As noted, the City previously agreed to waive potential conflicts of interest arising from the Firm’s joint representation of the Collective Petitioners before the State Board in the administrative proceedings related to the Petitions. A copy of that prior waiver letter is contained in **Attachment A**.

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Mark Whitworth, City Manager  
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**II. Request for Waiver of Potential Conflict in Joint Representation of Cities  
in Threatened Litigation Brought by Environmental Groups**

We anticipate that the NRDC parties will seek to challenge the Final Order of the State Board as violating provisions of the federal Clean Water Act. The State Board issued a notice of the Final Order on June 26, 2015, and the NRDC parties will likely file a lawsuit to seek a writ of mandate within 30 days of the State Board's issuance of a final order, or by July 27, 2015. We anticipate (although we cannot be certain) that the NRDC parties will name the Collective Petitioners (including the City) as "real parties in interest", together with a number of other cities located within the County and the County of Los Angeles and its Flood Control District.<sup>1</sup> It is also possible that one or more of the Collective Petitioners will file their own writ to challenge portions of the State Board's final order. We believe that if multiple writs are filed by various parties, then it is likely that they would be consolidated in one combined proceeding.

We write to request that the City waive any potential conflicts of interest that may arise from the Firm's joint representation of the City, together with the other cities that have retained our Firm to represent them in the threatened litigation brought by the NRDC parties. Specifically, we request that the City waive a potential conflict based upon the Firm's representation of multiple cities in any lawsuit brought by the NRDC parties challenging the LA Stormwater Permit, including the Permit's safe harbor provisions. We further request that the City agree to share confidential attorney-client communications in a joint defense effort with the 19 other cities who are currently part of the Firm's representation for purposes of the administrative Petition to the State Board.

---

<sup>1</sup> Throughout the course of our representation of the Petitioners, we have been in regular telephonic communication with outside legal counsel for the County of Los Angeles and the Flood Control District. Counsel for the County and its Flood Control District have conducted litigation with the NRDC parties for over seven years, and they anticipate that the NRDC parties will file litigation against various municipal entities based upon their prior experience with the environmental groups and their litigation tactics.

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Mark Whitworth, City Manager  
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**III. Potential Conflicts of Interest by Virtue of Joint Representation**

The Firm maintains a conflict of interest database. We have examined this database to determine whether we might have a professional conflict of interest with respect to the State Water Quality Control Board or the Regional Board, and the other cities the Firm will represent in this matter, which cities are listed in **Attachment B**.

We find no previous or current relationships that would interfere with our ability to represent the City in this litigation case. If there are other parties that would be affected by this matter or who you otherwise feel we should consider in our analysis of potential conflicts, please provide those names to us so we can determine whether there are conflicts as to those parties.

The California Rules of Professional Conduct require that we disclose to you that the Firm is representing the City of Vernon and other cities that may be part of the threatened litigation brought by the NRDC parties. At this time, the Firm serves as City Attorney for Petitioners Agoura Hills, Artesia, Beverly Hills, Covina, La Mirada, Hidden Hills, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, San Marino, South El Monte, and Westlake Village. The Firm is also general counsel for the Gateway Water Management Authority for which it provides counsel on issues related to the Stormwater Permit, but this work is not related to the threatened litigation brought by the NRDC parties.

If the threatened litigation proceeds, and if so requested, the Firm will represent the Cities of Agoura Hills, Artesia, Beverly Hills, Commerce, Covina, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon and Westlake Village.

As lawyers, we are governed by the specific rules relating to our representation of clients when present or potential conflicts of interests are identified. Rule 3-310(C) of the Rules of Professional Conduct of the State Bar of California states:

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Mark Whitworth, City Manager  
City of Vernon  
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“(C) A member shall not, without the informed written consent of each client:

- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
- (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
- (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.” (Emphasis added.)

**A. No Actual Conflict – Rule 3-310(C)(2)**

Based on our review of the facts as are known to us at this time, we believe the Firm is able to fully represent the cities and that there is no actual conflict among the potential city defendants. See Rule 3-310(C)(2). Each city has an interest in ensuring that the Permit (as revised by the Final Order) continues to provide for a safe harbor to those cities (including all of the 20 cities named above) who are participating in either a Watershed Management Plan (WMP) or an Enhanced Watershed Management Plan (EWMP). The NRDC parties’ arguments, specifically arguments it has already made to the effect that the Stormwater Permit continues a “backsliding” compared to prior permit requirements or threatens a “degradation” of protected waterways, are ones that each of the Cities have a common interest in opposing. If additional facts come to light that suggest an actual conflict, we will advise you immediately.

**B. Potential Conflict – Rule 3-310(C)(1)**

The Firm must also obtain your informed consent to the joint representation in this litigation because it is possible that adversity between the cities represented by the Firm could arise at a later date. See Rule 3-310(C)(1). As indicated above under Rule 3-310(C)(1), the Firm must obtain the informed written consent of each client to

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Mark Whitworth, City Manager  
City of Vernon  
July 10, 2015  
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accept representation of more than one client in matter in which the interests of the clients potentially conflict.

Here, it is possible that adversity between the cities represented by the Firm could arise down the line if the threatened litigation related to the Permit ultimately ensues. For one example, one city might wish to file its own independent action seeking a writ of mandate against the State Board's final order on a particular issue, such as the existence of numeric limits in the form of "receiving water limits." Other cities may not wish to file such an independent action, but rather seek to have a less active and independent profile in any ultimate litigation.

Additionally, there may be aspects of the Permit that will be acceptable to one or more Petitioners and unacceptable to other Petitioners, leading one city to seek to preserve an aspect of the Permit that another city would like to challenge. As an example, one City may believe that all compliance should be measured through MS4 "outfall" monitoring while another City may disagree. The Firm believes any such potential conflicts about specific implementation of the Stormwater Permit are unlikely to arise in the currently anticipated NRDC parties' litigation. That is, the NRDC parties are not anticipated to attack specific parts of a particular City's permit compliance, rather, we anticipate that the NRDC parties will attack the Stormwater Permit (as approved with modifications in the Final Order of the State Board) on grounds applicable to all cities.

It currently appears that all of the Petitioners are mutually and beneficially interested in the outcome that will be sought by this Firm: Defending the Permit from a general all-out attack by the NRDC parties. The NRDC parties' anticipated writ of mandate litigation could, if successful, result in years of further Regional Board efforts to create a new MS4 permit, itself subject to a new appeal to the State Board, and from there, yet another challenge in state courts.

Nonetheless, if during the joint defense of any NRDC parties' litigation, the potential conflict matures into an actual conflict between two or more cities that we jointly represent, then we would be forced to withdraw from representation of those cities. The affected cities might then incur additional costs and attorneys' fees in hiring and retaining a new law firm to assist them in any further court proceeding in this threatened litigation. For example, if a new firm is engaged, attorneys from that new

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Mark Whitworth, City Manager  
City of Vernon  
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firm might require some additional time to “get up to speed” on the matter, which would likely result in increased fees and costs.

**IV. Confidentiality Among Jointly Represented Parties**

California State law mandates that an attorney may not disclose confidential communications or secrets of a client. Where clients consent to joint representation, however, the privilege of confidentiality between the clients with regard to confidential information given to us is limited. Any communications and information may be fully disclosed by us to all jointly represented clients, unless the client making the disclosure informs us in writing of its desire that a particular communication or item of information be considered confidential and withheld from the other clients.

If the City informs us that confidentiality from the other clients must be maintained with respect to a particular communication or item of information, we will advise the other clients that such a request has been made, without divulging its subject matter, and will inquire whether any of the other clients object to us withholding the communication or item of information from the other clients. By signing this letter, the City expressly consents to such disclosure to the other clients.

We may withdraw from representing one or more clients if a client objects to our withholding information as requested by another client or if there is an actual conflict between the interests of any clients, provided the withdrawal is permitted under the Rules of Professional Conduct of the State Bar of California.

Further, please understand that if the City reveals information to us that may be detrimental to another client city, the Firm may be obligated to reveal that information to the other client city. Should that information be such that we believe an actual conflict has developed between the cities, we might need to withdraw our representation altogether. That could have a negative impact on each client and result in increased fees and costs to you. For example, as noted above, if a new firm is engaged, attorneys from that new firm might require some additional time to “get up to speed” on the matter, which would likely result in increased fees and costs.

If the City wishes, it may certainly consult independent counsel to further assess this matter and the requested waiver contained in this letter.

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We have explained above the possibility of conflict that is raised by such multiple representations. By signing below, the City hereby expressly consents to the representation of multiple cities on the same matter despite the possibility of a potential conflict of interest.

**V. Disclosure of Representation on Unrelated Matters of Parties Named as Defendants in this Potential Litigation – Rule 3-310(B)**

The Firm serves as City Attorney for many cities in California and it has general and special counsel relationships with several other local governments, districts and agencies throughout California. Rule 3-310(B) of the Rules of Professional Conduct requires the Firm to provide written disclosure to a client where the Firm has a legal relationship with a party in the same matter. *See* Rule 3-310(B)(1). The Firm is also required to provide written disclosure to a client where the Firm had a legal relationship with a client and the Firm knows that the former representation would substantially affect the Firm's representation in the current matter. *See* Rule 3-310(B)(2). Rule 3-310(B)(1) and Rule (B)(2) state:

“(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation.”

Although the Firm does not believe that the former representation of clients that are named as permittees under the Permit substantially affect the Firm's representation of

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Mark Whitworth, City Manager  
City of Vernon  
July 10, 2015  
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the other cities in this matter, the Firm is disclosing both the current representation and former representation of other permittees under the Permit on matters that are not related to the subject of the Permit. The Firm did not obtain any confidential information from the co-permittees identified below that is material to the representation by the Firm of the City and the other cities filing the Petition.

*Current and Former Firm MS4 Permittee Clients on Unrelated Matters*

City of Alhambra	City of Arcadia	City of Baldwin Park
City of Bell	City of Calabasas	City of Claremont
City of Covina	City of Cudahy	Culver City
City of Downey	City of El Monte	City of El Segundo
City of Gardena	City of Glendale	City of Hermosa Beach
City of Huntington Park	City of Inglewood	City of Irwindale
City of La Habra	City of Lawndale	City of Lynwood
City of Malibu	City of Maywood	City of Monterey Park
City of Paramount	City of Pasadena	City of Pico Rivera
City of Rancho Palos Verdes	City of San Gabriel	City of San Marino
City of Santa Monica	City of Sierra Madre	City of South Pasadena
City of Torrance	City of Whittier	

**VI. Financial Arrangements**

Given the number of cities that we anticipate will continue their participation in any actual lawsuit brought by the NRDC parties, each city will pay only a fraction of the cost for legal work on matters that are common to all participating cities. The Firm will open a joint billing number to which all billed attorney time is recorded. The time billed in the joint billing number is split equally among the group of cities participating in this matter and billed pursuant to each individual client's agreed-to rate structure. Thus, assuming representation of 20 cities, each city will be billed for 1/20th of the actual time to prepare pleadings common to all cities. For example, if the NRDC parties were to seek to augment the existing Administrative Record by introducing alleged evidence of non-compliance with current Watershed Management Plans, then we might file a joint opposition to such a request on behalf of all cities we

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City of Vernon  
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represent in the litigation. Thus, your city would be billed 1/20<sup>th</sup> of the total time for preparing and filing that joint opposition.

But, if any one city drops out of the representation, then the pro rata cost to each city would increase to a different percentage, say possibly a 1/19<sup>th</sup> share of the total billed amount if we ended up representing only 19 cities. Alternatively, if any new city joins the representation, the pro rata share of each city would decrease.

We believe that we will be able to vigorously and economically represent the City in connection with this threatened lawsuit. If you have any questions, please do not hesitate to contact me.

If this letter meets with your approval, we would appreciate it if you could please return an executed copy to us at your earliest convenience.

Very truly yours,



Nicholas R. Ghirelli

Enclosures: (Attachment A; Attachment B)

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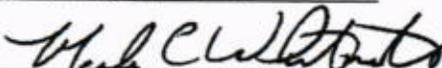
Mark Whitworth, City Manager  
City of Vernon  
July 10, 2015  
Page 11

**Written Consent for Joint Representation**

We consent to, and authorize, Richards, Watson & Gershon to represent the City of Vernon in connection with the joint representation of the City and any other cities that retain Richards, Watson & Gershon to prepare and assist in threatened litigation brought by the NRDC PARTIES (and others) challenging the Los Angeles County NPDES Permit for the MS4 System, NPDES Permit No. CAS004001 ("Permit"). Currently, the Cities of Agoura Hills, Artesia, Beverly Hills, Commerce, Covina, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon and Westlake Village have retained Richards, Watson & Gershon with respect to the petitions for review filed in December 2012 challenging the initial permit. The City further understands, consents and agrees that Richards, Watson & Gershon may also represent other cities in connection with the threatened litigation anticipated to be brought by the NRDC parties, provided that those other cities agree to these same terms of our joint representation.

**City of Vernon**

Date: 7.29.15

By:   
Mark Whitworth

Title: City Administrator

12720-0022\1853795v1.doc

Attest:   
Maria E. Ayala, City Clerk

Approved as to form:   
Hema Patel, City Attorney

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**EXHIBIT A**

RICHARD RICHARDS  
(1916-1988)  
GLENN E. WATSON  
(1917-2010)  
HARRY L. GERSHON  
(1922-2007)

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May 5, 2014

**VIA ELECTRONIC MAIL & U.S. MAIL**  
[carellano@ci.vernon.ca.us](mailto:carellano@ci.vernon.ca.us)

Claudia Arellano, Project Engineer  
City of Vernon  
4305 South Santa Fe Avenue  
Vernon, CA 90058

Re: *Joint Defense and Attorney Conflict Waiver Request for Representation of  
City in Filing Administrative Petition Challenging LA MS4 Permit*

Dear Ms. Arellano:

This will request that you formally approve and sign this letter on behalf of the City of Vernon. The State Water Resources Control Board will soon hear the various petitions pending before it. Thus, we request your prompt and expedited review of this proposed conflict waiver letter.

**I. Background on Approval of the County MS4 Permit**

The Regional Water Quality Control Board, Los Angeles Region ("Regional Board") unanimously adopted the "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4," Order No. R4-2012-0175, reissuing NPDES Permit No. CAS004001 (the "Permit"), on November 8, 2012. The Permit is subject to review by the State Water Resources Control Board ("State Board"), and various petitions for review have been filed before the State Board, including one filed by Vernon.

The Permit is the Clean Water Act's NPDES program permit regulating the amount of pollutants that can be discharged from the County's storm drain system (the "MS4") into receiving water bodies, e.g., rivers, lakes, bays, estuaries and the ocean.

STEVEN L. DORSEY  
WILLIAM L. STRAUSS  
MITCHELL E. ABBOTT  
GREGORY W. STEPANICH  
ROCHELLE BRONKH  
QUINN M. BARRON  
CAROL W. LYNGH  
GREGORY M. KURERT  
THOMAS M. JINBO  
ROBERT C. CECCON  
STEVEN H. KAUFMANN  
KEVIN G. ENNIS  
ROBIN D. HARRIS  
MICHAEL ESTRADA  
LAURENCE S. WISNER  
STEVEN J. ORR  
B. TILDES HIM  
SASKIA T. ASANUBA  
KATYER D. SUME  
PETER M. THORSON  
JAMES L. MARKMAN  
CRAIG A. STEELE  
T. PETER PIERCE  
TERENCE R. BOGA  
LISA BOND  
JANET E. COLESON  
ROXANNE M. DIAZ  
JIM G. GRAYSON  
ROY A. CLARKE  
MICHAEL F. YOSHIBA  
REGINA H. DANHER  
PAULA GUTIERREZ SAIZA  
BRUCE W. GALLONWAY  
DIANA K. CHUANG  
PATRICK K. SOBRO  
NORMAN A. DUPONT  
DAVID M. SNOW  
LOLLY A. ENRIQUEZ  
KIRSTEN E. BOWMAN  
GINETTA L. BIGNICO  
TRISHA ORTIZ  
CAROLINE C. LEE  
JENNIFER PETRUZZI  
STEVEN L. FLOWER  
AMY GREYSON  
DEBORAH E. HANMAN  
D. CRAIG FOX  
MARICELA E. MARROQUIN  
KATHERINE L. WISINSKI  
TOUSSAINT S. BAILEY  
SERITA R. YOUNG  
SHIRI KLIMA  
DIANA K. VABAT  
SEAN B. BIBBONS  
JULIE A. HAMIL  
ARON C. O'DELL  
AMANDA L. STEIN  
SPENCER W. KALLER  
PATRICK D. SEANAN  
STEPHEN D. LEE  
YOUSFINA N. AZIZ  
KYLE H. BROCHARD  
NICHOLAS E. GHIRELLI  
OF COUNSEL  
SAYRE WEAVER  
TERESA HO-UBANO  
GDNA M. STINNETT

SAN FRANCISCO OFFICE  
TELEPHONE 415.471.8484

ORANGE COUNTY OFFICE  
TELEPHONE 714.990.0901

TEHUACANA OFFICE  
TELEPHONE 952.695.2373

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Claudia Arellano, Project Engineer  
May 5, 2014  
Page 2

The City of Vernon ("City") is a party or permittee under the Permit, and is thus subject to its regulatory requirements. On or before December 10, 2012, the deadline for filing administrative appeals, this Firm assisted the City in the filing of an administrative appeal, known as a Petition for Review ("Petition"). The Petition challenges the adoption of the Permit on various legal and technical grounds. The Petition was filed with the State Water Resources Control Board ("State Board"). The City requested the Petition be held in abeyance, which freezes the Petition in place for up to two years automatically with an option to extend another year. The City sought abeyance because at that time the City sought to implement the Permit while preserving and putting on hold its legal and technical arguments against it.

Richards, Watson & Gershon (the "Firm") drafted and assisted in the filing of Petitions for 21 different municipal permittees, which included the cities of Agoura Hills, Arcadia, Artesia, Beverly Hills, Commerce, Covina, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon, and Westlake Village (collectively "Petitioners").

An additional 15 petitions were filed by other municipal permittees, as well as a petition by various environmental groups led by the Natural Resources Defense Council (collectively "NRDC"). Of the 15 additional municipal petitions, 12 did not request abeyance. The NRDC did not request abeyance, but rather requested an expedited administrative procedure.

The State Board has denied holding the Petition in abeyance, and will likely require the City to either participate in the administrative appeal or waive all of its claims. Accordingly, at this time, the Firm seeks further authorization from the City to perform the legal services required for the City to participate in the administrative process. Participating in the administrative process may consist of further briefing, and potentially attending at least one hearing.

As is the case with all administrative appeals, a further appeal to the California Superior Court, California Court of Appeal, and possibly even the California Supreme Court is possible. A court case may alternatively be tried in federal court,

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Claudia Arellano, Project Engineer  
May 5, 2014  
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and be appealed through the federal judicial system. At this time, it is difficult to anticipate whether a court appeal will occur and in what forum.

At this juncture, we request your consent to jointly represent the City, together with the other 18 cities listed in Attachment "A" hereto before the State Board with respect to the City's pending petition for review of the Permit issued by the Los Angeles Regional Board in December of 2012. I am writing this letter to request that the City waive any potential conflicts of interest that may arise from the Firm's joint representation of the City, together with the other cities that have retained our Firm to prepare petitions on their behalf.

**Conflicts of Interest**

The Firm maintains a conflict of interest database. We have examined this database to determine whether we might have a professional conflict of interest with respect to the State Water Quality Control Board or the Regional Board, and the other cities the Firm will represent in this matter, listed in Attachment "A".

We find no previous or current relationships that would interfere with our ability to represent the City in this matter. If there are other parties that would be affected by this matter or who you otherwise feel we should consider in our analysis of potential conflicts, please provide those names to us so we can determine whether there are conflicts as to those parties.

**Joint Representation with Other Cities**

The California Rules of Professional Conduct require that we disclose to you that the Firm is representing the City of Vernon and other cities in this litigation and to seek your acknowledgment and consent to this "joint defense." At this time, the Firm will represent the Cities of Agoura Hills, Artesia, Beverly Hills, Commerce, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon and Westlake Village. The City is also general counsel for the Gateway Water Management Authority, for which it provides counsel on issues related to the Permit, but this work is not related to any of the Petitions.

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Claudia Arellano, Project Engineer  
May 5, 2014  
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The Firm serves as City Attorney for Petitioners Agoura Hills, Artesia, Beverly Hills, La Mirada, Hidden Hills, Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, San Marino, South El Monte, and Westlake Village.

We propose to jointly represent the City of Vernon along with these other 18 cities (listed in Attachment "A" hereto).

As lawyers, we are governed by the specific rules relating to our representation of clients when present or potential conflicts of interests are identified. Rule 3-310(C) of the Rules of Professional Conduct of the State Bar of California states:

- "(C) A member shall not, without the informed written consent of each client:
- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
  - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
  - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter." (Emphasis added.)

*No Actual Conflict - Rule 3-310(C)(2)*

Based on our review of the facts as are known to us at this time, we believe the Firm is able to fully represent the cities and that there is no actual conflict among the city defendants. See Rule 3-310(C)(2). Each city is a separately listed permittee under the Permit, and each city has an interest in ensuring that the Permit does not contain unlawful or unfair requirements and standards. None of the arguments we made in the Petition will be detrimental to the interests of any city or give any city an advantage over another city. If additional facts come to light that suggest an actual conflict, we will advise you immediately.

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Claudia Arellano, Project Engineer  
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*Potential Conflict - Rule 3-310(C)(1)*

The Firm must also obtain your informed consent to the joint representation in this litigation because it is possible that adversity between the cities represented by the Firm could arise at a later date. *See* Rule 3-310(C)(1). As indicated above under Rule 3-310(C)(1), the Firm must obtain the informed written consent of each client to accept representation of more than one client in matter in which the interests of the clients potentially conflict.

Here, it is possible that adversity between the cities represented by the Firm could arise down the line if an administrative enforcement action or litigation related to the Permit ultimately ensues. For one example, one city subject to one of the Permit's 33 TMDLs may wish to assert that requirements are being imposed in an uneven manner in relation to surrounding cities. As another example, if there is an enforcement action under the Permit against a city for a discharge violation, that city may wish to establish that other neighboring cities are fully or partly responsible for the alleged discharge of pollutants. Furthermore, cities who engage in a Watershed Management Plan or Enhanced Watershed Management Plan under the Permit will have to enter into Memoranda of Understanding ("MOU") with the other permittee members of a Watershed Management Group. MOUs are contracts, and legal disputes may arise between permittee group members if an alleged breach occurs or if any other disputes arise out of the relationships as defined in an MOU. Although such potential conflicts will likely not arise in the context of the administrative appeal itself, such issues may arise in the future and affect the Firm's representation of the City.

Additionally, there may be aspects of the Permit that will be acceptable to one Petitioner and unacceptable to other Petitioners, leading to one city willing to preserve an aspect of the Permit that another city would like to challenge. As an example, one City may believe that all compliance should be measured through MS4 outfall monitoring while another City may disagree. The Firm believes the solution to any such conflicts that may arise is flexibility. It is a fact that different permittees have different MS4 systems, topography, geography, geology, watersheds, and other factual and logistical issues and features. There is, however, no reason these differences should ultimately create a conflict between Petitioners. Given this wide range of logistical variability among cities, there is an obvious need for the Water

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Claudia Arellano, Project Engineer  
May 5, 2014  
Page 6

Boards to employ a flexible approach to determining Permit compliance, allowing permittees to be able to establish compliance in various ways.

It currently appears that all of the Petitioners are mutually and beneficially interested in the outcome that will be sought by this Firm: ensuring that the Permit does not contain infeasible and improperly formulated numeric standards, expensive and unjustified best management practices, improper legal requirements, and unjustified and improperly-analyzed economic burdens. Rather, we seek a Permit for which compliance is reasonably achievable, flexible, cost-effective, and still able to realize the universal shared goal of improving water quality.

Nonetheless, if during the pursuit of this administrative appeal (or any subsequent litigation involving a writ of mandate challenge to the State Board's possible adverse decision), the potential conflict matures into an actual conflict between two or more cities that we jointly represent, then we would be forced to withdraw from representation of those cities. The affected cities might then incur additional costs and attorneys' fees in hiring and retaining a new law firm to assist them in any further administrative or court proceeding in this matter. For example, if a new firm is engaged, attorneys from that new firm might require some additional time to "get up to speed" on the matter, which would likely result in increased fees and costs.

*Confidentiality*

As you are aware, California State law mandates that an attorney may not disclose confidential communications or secrets of a client. Where clients consent to joint representation, however, the privilege of confidentiality between the clients with regard to confidential information given to us is limited. Any communications and information may be fully disclosed by us to all jointly represented clients, unless the client making the disclosure informs us in writing of its desire that a particular communication or item of information be considered confidential and withheld from the other clients.

If the City informs us that confidentiality from the other clients must be maintained with respect to a particular communication or item of information, we will advise the other clients that such a request has been made, without divulging its subject matter,

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Claudia Arellano, Project Engineer  
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and will inquire whether any of the other clients object to us withholding the communication or item of information from the other clients. By signing this letter, the City expressly consents to such disclosure to the other clients except for communications or items of information about which you inform us that confidentiality from the other clients must be maintained.

We may withdraw from representing one or more clients if a client objects to our withholding information as requested by another client or if there is an actual conflict between the interests of any clients, provided the withdrawal is permitted under the Rules of Professional Conduct of the State Bar of California.

Further, please understand that if the City reveals information to us that may be detrimental to another client city, the Firm may be obligated to reveal that information to the other client city. Should that information be such that we believe an actual conflict has developed between the cities, we might need to withdraw our representation altogether. That could have a negative impact on each client and result in increased fees and costs to you. For example, if a new firm is engaged, attorneys from that new firm might require some additional time to "get up to speed" on the matter, which would likely result in increased fees and costs.

If the City wishes, it may certainly consult independent counsel to further assess this matter and the requested waiver contained in this letter.

We have explained to the City the possibility of conflict that is raised by such multiple representations. By signing below, the City hereby expressly consents to the representation of multiple cities on the same matter despite the possibility of conflict.

*Disclosure of Representation on Unrelated Matters of Parties Named as Defendants in this Litigation – Rule 3-310(B)*

The Firm serves as City Attorney for many cities in California and it has general and special counsel relationships with several other local governments, districts and agencies throughout California. Rule 3-310(B) of the Rules of Professional Conduct requires the Firm to provide written disclosure to a client where the Firm has a legal relationship with a party in the same matter. See Rule 3-310(B)(1). The Firm is also

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Claudia Arellano, Project Engineer  
May 5, 2014  
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required to provide written disclosure to a client where the Firm had a legal relationship with a client and the Firm knows that the former representation would substantially affect the Firm's representation in the current matter. See Rule 3-310(B)(2). Rule 3-310(B)(1) and Rule (B)(2) state:

“(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:

- (1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or
- (2) The member knows or reasonably should know that:
  - (a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and
  - (b) the previous relationship would substantially affect the member's representation.”

Although the Firm does not believe that the former representation of clients that are named as permittees under the Permit substantially affect the Firm's representation of the other cities in this matter, the Firm is disclosing both the current representation and former representation of other permittees under the Permit on matters that are not related to the subject of the Permit. The Firm did not obtain any confidential information from the co-permittees identified below that is material to the representation by the Firm of the City and the other cities filing the Petition.

*Current and Former Firm MS4 Permittee Clients on Unrelated Matters*

City of Alhambra	City of Arcadia	City of Baldwin Park
City of Bell	City of Calabasas	City of Claremont
City of Covina	City of Cudahy	Culver City
City of Downey	City of El Monte	City of El Segundo
City of Gardena	City of Glendale	City of Hermosa Beach
City of Huntington Park	City of Inglewood	City of Irwindale
City of La Habra	City of Lawndale	City of Lynwood

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City of Malibu	City of Maywood	City of Monterey Park
City of Paramount	City of Pasadena	City of Pico Rivera
City of Rancho Palos Verdes	City of San Gabriel	City of San Marino
City of Santa Monica	City of Sierra Madre	City of South Pasadena
City of Torrance	City of Whittier	

**Financial Arrangements**

Given the number of cities participating in this matter, each city will pay only a fraction of the cost for legal work on matters that are common to all participating cities. The Firm has already opened a joint billing number to which all billed attorney time is recorded. The time billed in the joint billing number is split equally among the group of cities participating in this matter and billed pursuant to each individual client's agreed-to rate structure. Thus, assuming representation of 19 cities, each city will be billed for 1/19th of the actual time to prepare the Petition for all cities. We are in fact currently billing each city based upon this split (i.e., each current city pays 1/19<sup>th</sup> of the actually incurred amount).

But, if any one city drops out of the representation, then the pro rata cost to each city would increase to a 1/18<sup>th</sup> share of the total billed amount. Alternatively, if any city joins the representation, the pro rata share of each city would decrease.

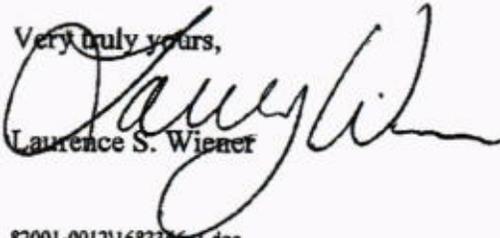
We believe that we will be able to vigorously and economically represent the City in connection with this lawsuit. If you have any questions, please do not hesitate to contact me.

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Claudia Arellano, Project Engineer  
May 5, 2014  
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If this letter meets with your approval, we would appreciate it if you could please return an executed copy to us at your earliest convenience.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Laurence S. Wiener", written over the typed name.

Laurence S. Wiener

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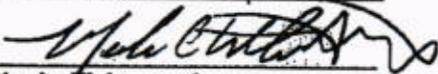
Claudia Arellano, Project Engineer  
May 5, 2014  
Page 11

**Written Consent for Joint Representation**

We consent to, and authorize Richards, Watson & Gershon to represent the City of Vernon in connection with the joint representation of the City and any other cities that retain Richards, Watson & Gershon to prepare and assist in the Petition for Review challenging the Los Angeles County NPDES Permit for the MS4 System, NPDES Permit No. CAS004001 ("Permit"), and any further litigation relating to the administrative appeal. Currently, the Cities of Agoura Hills, Artesia, Beverly Hills, Commerce, Culver City, Downey, Hidden Hills, Inglewood, La Mirada, , Manhattan Beach, Monrovia, Norwalk, Rancho Palos Verdes, Redondo Beach, San Marino, South El Monte, Torrance, Vernon and Westlake Village have retained Richards, Watson & Gershon in this matter. The City further understands and agrees that Richards, Watson & Gershon may also represent other cities that are permittees under the Permit if those cities consent to the joint representation.

**City of Vernon**

Date: 6-18-14

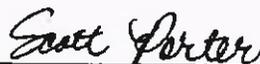
By:   
Mark Whitworth

Title: City Administrator

ATTEST:

  
Ana Barcia, Deputy City Clerk

APPROVED AS TO FORM:

  
Scott E. Porter,  
Deputy City Attorney

**EXHIBIT B**

**ATTACHMENT "B"  
TO CONFLICT WAIVER LETTER**

**LIST OF CITIES REPRESENTED BY  
RICHARDS, WATSON & GERSHON ON  
LITIGATION RELATING TO LOS ANGELES  
REGIONAL WATER BOARD'S 2012 MS4 PERMIT**

Agoura Hills  
Artesia  
Beverly Hills  
Commerce  
Covina  
Culver City  
Downey  
Hidden Hills  
Inglewood  
La Mirada  
Manhattan Beach  
Monrovia  
Norwalk  
Rancho Palos Verdes  
Redondo Beach  
San Marino  
South El Monte  
Torrance  
Vernon  
Westlake Village



**RECEIVED**

OCT 27 2016

CITY CLERK'S OFFICE

## STAFF REPORT CITY ADMINISTRATION

---

**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Carlos R. Fandino Jr., City Administrator  
Originator: Diana Figueroa, Administrative Analyst *CF 10-26-14.*

**RE:** Appointment of Eligible Individual to Serve on the Vernon CommUNITY Fund Grant Committee

---

### Recommendation

- A. Find that the appointment of an eligible individual to serve on the Vernon CommUNITY Fund Grant Committee is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative action 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. Appoint an eligible individual to serve on the Vernon CommUNITY Fund Grant Committee in a Vernon Area Representative Seat with a term of November 1, 2016 to June 30, 2018.

### Background

The Vernon CommUNITY Fund ("VCF") was established to provide grants that benefit the Vernon community to charitable and governmental entities for projects in the "Vernon Area," which includes the cities of Vernon, Maywood, Bell, Huntington Park, and Commerce, the area within the City of Los Angeles known as Boyle Heights, and the unincorporated area known as East Los Angeles. The Vernon CommUNITY Fund is the fulfillment of one of the key elements of the City's good governance reforms.

On February 4, 2014 the City Council adopted Ordinance No. 1218 and established the Vernon CommUNITY Fund Grant Committee ("Committee") to provide basic guidelines and operational procedures for the review of grant applications and award of grants from the VCF. The Committee is comprised of seven members and must include: One (1) person who represents an owner or operator of a business located in Vernon; two (2) persons representing members of the California Legislature with districts that include at least a portion of the Vernon Area; three (3) persons that reside or work in the Vernon Area; and one (1) current member of

the Vernon City Council. Terms for Committee members are for a period of two years (July 1 to June 30).

In June 2016, the term ended for Vernon Area Representative, Jessica Maes, and the vacancy needs to be filled. Pursuant to Section 2.158 of the Vernon Municipal Code, Committee members shall be appointed by the City Council. Staff has publicized the current vacancy and placed the appointment of an eligible individual for this seat on the agenda for the November 1, 2016 City Council meeting. The City Council is expected to make an appointment to fill one current vacancy in the Vernon Area Representative Seat.

### **Vernon Area Representative Seat**

On or about October 4, 2016, City staff mailed an announcement and corresponding application form to all businesses and residents in Vernon; provided, via email, both documents to the Vernon Chamber of Commerce; and provided, via email, both documents to consultant, Jemmott Rollins Group, Inc. ("JRG") to solicit eligible individuals. Said application and cover letter were also posted on the City's website and are included as attachments to this staff report (Attachment 1).

As of the application deadline, six completed applications were received. One application was received after the application deadline and has not been included for consideration. The six remaining completed applications received by the deadline are included as attachments to this staff report (Attachment 2). Information that may be personal has been redacted from the applications. The names of the individuals are listed below:

1. Issa Guerrero
2. Diana Herrera
3. Michael Nam
4. Al Rios
5. Sandra Villarreal
6. Susie Ybarra

JRG vetted the six applicants that expressed an interest to serve on the Committee by evaluating their experience levels and areas of expertise. A matrix with a brief synopsis of the individual candidates has been provided as an attachment to this staff report (Attachment 3).

The City Council must appoint one individual to serve in the Vernon Area Representative Seat. City staff recommends the Council make such appointment from among the six candidates presented above in this staff report, as each has expressed an interest to serve on the Committee. The term for this seat will expire June 30, 2018.

### **Next Steps**

The Vernon CommUNITY Fund Grant Committee meets quarterly at 10:00am on the third Wednesday in the months of February, May, August and November. Upon the City Council's appointment of a new Committee member, the City Clerk will administer the Oath of Office as necessary, prior to their participation in a Vernon CommUNITY Fund Grant Committee meeting. City staff will also schedule an orientation and/or training session as required or appropriate.

**Fiscal Impact**

There is no cost associated with the appointment of an individual to serve on the Vernon CommUNITY Fund Grant Committee.

**Attachment(s)**

1. Announcement to Vernon Area Representatives and Prospective Committee Member Interest Form dated October 3, 2016
2. Six Completed Interest Forms for the Vernon Area Representative Seat
3. JRG Vernon Area Candidates Matrix 2016



CITY ADMINISTRATION  
4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

October 3, 2016

**TO:** Individuals that Reside or Work in the Vernon Area  
**\*HR Department – please distribute this communication to all employees**

**SUBJECT:** Seeking Interested Individuals that Reside or Work in the Vernon Area to Serve  
on the Vernon CommUNITY Fund Grant Committee

**Background:** The Vernon CommUNITY Fund (“VCF”) was established to provide grants that benefit the Vernon community to charitable and governmental entities for projects in the “Vernon Area,” which includes the cities of Vernon, Maywood, Bell, Huntington Park, and Commerce, the area within the City of Los Angeles known as Boyle Heights, and the unincorporated area known as East Los Angeles. The Vernon CommUNITY Fund is the fulfillment of one of the key elements of the City’s good governance reforms. The reforms called for the creation of an environmental and community benefit fund and an independent board to award grants to qualified applicants.

**Composition and Terms:** The Committee is comprised of seven members and must include: One (1) person who represents an owner or operator of a business located in Vernon; two (2) persons representing members of the California Legislature with districts that include at least a portion of the Vernon Area; three (3) persons that reside or work in the Vernon Area; and one (1) current member of the Vernon City Council. Terms for Grant Committee appointees are for a period of two years (July 1 to June 30). No appointee shall serve more than three (3) consecutive terms.

**Invitation to Apply:** The City seeks to fill a current vacancy in the Grant Committee seat represented by an individual that resides or works in the Vernon area and encourages all qualified individuals to apply. Those with an interest in good government and experience in philanthropic activities are especially needed to devote time to this important public body. The Grant Committee is subject to state open meeting laws and regulations related to good government such as the Ralph M. Brown Act and the Political Reform Act. Appointees will be required to submit Statements of Economic Interests (Form 700s) annually.

For more information on the Grant Committee and related responsibilities, please refer to Sections 2.155 through 2.169 of the Vernon City Code available on the City’s website ([www.cityofvernon.org](http://www.cityofvernon.org)). To be considered for appointment to the Vernon CommUNITY Fund Grant Committee, please complete and submit the attached form by October 17, 2016.

Please note that the newly appointed committee member would be expected to attend the next regular Vernon CommUNITY Fund Grant Committee meeting which is scheduled for November 16, 2016.

*Exclusively Industrial*



**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**October 3, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Vernon Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

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NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area.

Signature: \_\_\_\_\_

**NOTE: Please submit completed form by Tuesday, October 17, 2016 at 5:30 p.m.**

**Mail form to:** City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Diana Figueroa

**Email form to:** [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)



**RECEIVED**  
**OCT 17 2016**  
**CITY ADMINISTRATION**

*EMAILED  
FRIDAY 10/14/16*

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**October 3, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: ISSA GUERRERO

Business Name (if applicable): Stacy Medical Center

Title: Director of Marketing

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

*I have been working out of the City of Vernon for 10+ years and have since seen much change happen. I have seen new companies close which in turn caused many lay offs and have been to many grand...*

NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area. *continued on 2nd pg.*

Signature: [REDACTED]

**NOTE: Please submit completed form by Tuesday, October 17, 2016 at 5:30 p.m.**

Mail form to: City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Diana Figueroa

Email form to: [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)

# STACY

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MEDICAL CENTER

" openings of new companies who then created and provided new jobs. At our center, we see and interact with hundreds of people a day. Every single person that has walked through our clinic has a unique story and perspective on life. Our patients, the employees of companies within Vernon, all come from different areas ranging from South Gate to East Los Angeles and everywhere in between. As unique as they are from one another, we all share one thing in common, which is. to be contributing members of society and provide for our family. Some have a tougher time in doing so than others, which is why

**STACY**  
MEDICAL CENTER

Community programs are vital in every community. It would be a privilege and honor to serve as a member of the Vernon Community Fund Grant Committee and be part of the public body responsible for making sure our city's resources are properly allocated and geared towards bettering our community helping those in need.

Respectfully,





**RECEIVED**  
**OCT 06 2016**  
CITY ADMINISTRATION

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**October 3, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: Diana Herrera

Business Name (if applicable): Vernon Commerce Federal Credit Union

Title: Manager, Sales and Service

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

I have worked with Credit Unions for 20+ years and love serving our members and community. I think being involved on the Grant Committee is an excellent opportunity to become engaged in the communities that our Credit Union serves. Currently I am a volunteer ambassador for the Commerce Industrial Council Chamber of Commerce.

NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area.

Signature: [REDACTED]

**NOTE: Please submit completed form by Tuesday, October 17, 2016 at 5:30 p.m.**

Mail form to: **City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Diana Figueroa**

Email form to: [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)



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**OCT 11 2016**  
**CITY ADMINISTRATION**

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**October 3, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: Michael Nam

Business Name (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Vernon Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

Obtain bachelor degree in Finance at Cal Poly Pomona  
Has been a Youth leader at Saint Basil Catholic Church for the past  
8 years. My reason in serving on the Grant Committee is to devote  
my time for a greater cause

NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area

Signature: \_\_\_\_\_

**NOTE: Please submit completed form by Tuesday, October 17, 2016 at 5:30 p.m.**

Mail form to: City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Diana Figueroa

Email form to: [dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)



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**OCT 13 2016**  
**CITY ADMINISTRATION**

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**September 21, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: Al Rios

Business Name (if applicable): East Los Angeles College

Title: Dean of Academic Affairs

Vernon Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

I am quite familiar with Boyle Heights because I grew up and attended school in Boyle Heights. However for the last 25 years I have lived and worked in the Southeast Cities of Cudahy, Bell, and currently reside in the City South Gate. For the last 16 years I have been a College Administrator for East Los Angeles College (ELAC), as well as a teacher in the Political Science field at the satellite campus of ELAC in the city of South Gate. I believe I can provide leadership and perspective to the Vernon Community Fund Committee.

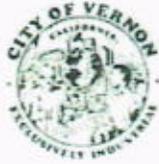
NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area.

Signature: \_\_\_\_\_

**NOTE: Please submit completed form by Thursday, October 13, 2016 at 5:30 p.m.**

Mail form to: **City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Lilia Hernandez**

Email form to: [lhernandez@ci.vernon.ca.us](mailto:lhernandez@ci.vernon.ca.us)



Vernon

Fund  
Vernon Means Business

**RECEIVED**  
**OCT 04 2016**  
**CITY ADMINISTRATION**

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**September 21, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: \_\_Sandra Villarreal, BSN, PHN, RN\_\_

Business Name (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Vernon Address: 

Email: 

Phone: 

**Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):**

It is with great interest that I formally request to serve on the Vernon Community Fund Grant Committee. As a practicing registered nurse with a strong interest in public health, I am committed to improving the health and well-being of the community I serve. I have a vested interest with the city of Maywood and its surrounding neighborhoods. I was raised in the city of Maywood since the age of 5 years old. I attended middle school in the city of Huntington Park, High school in Bell, college at East Los Angeles College, undergraduate school at Cal State Los Angeles, and have recently worked at White Memorial Medical Center in the city of Boyle Heights. I currently reside in the neighborhood I grew up in which is borderline with the city of Vernon at the Fruitland city limit. I am familiar with these communities, their businesses, organizations, and the many challenges they face. I currently serve as Board Member of the National Association of Hispanic Nurses Los Angeles Chapter, where I lead the scholarship program and co-lead grant funded projects from the U.S. Department of Health and Human Services on the Affordable Care Act. I also serve on the President's Community Advisory Council at Charles R. Drew University of Medicine and Health Science.

NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area.

Signature: 

NOTE: Please submit completed form by Thursday, October 13, 2016 at 5:30 p.m.



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**OCT 13 2016**  
**CITY ADMINISTRATION**

**VERNON COMMUNITY FUND GRANT COMMITTEE**  
**Prospective Grant Committee Member Interest Form**  
**October 3, 2016**

**Vernon Area Representative Seat**  
**(Individuals that Reside or Work in the Vernon Area)**

Name: SUSIE YBARRA

Business Name (if applicable): Resident

Title: \_\_\_\_\_

Vernon Address: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Qualifications and Reasons for Interest in Serving on the Grant Committee (attach additional sheet if necessary):

please see attached

NOTE: By signing below, you affirm that you are an individual that resides or works in the Vernon area.

Signature: [REDACTED]

**NOTE: Please submit completed form by Tuesday, October 17, 2016 at 5:30 p.m.**

Mail form to: **City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 – Attn: Diana Figueroa**

Email form to: **[dfigueroa@ci.vernon.ca.us](mailto:dfigueroa@ci.vernon.ca.us)**

Vernon Community Fund Grant Committee  
Prospective Grand Committee Member Interest Form  
Susie Ybarra – Resident Attachment

I am interested in being a member of the Vernon Community Fund Grant Committee and ask that you consider me for the open seat.

I have been a resident in the City of Vernon over 40 years and participated in saving Vernon from being dissolved in 2011. I know the importance of the Vernon Community Fund and continued execution of the Good Neighbor Program with our surrounding cities. Since Aug 29, 2011, when the senate voted no to AB 46, our family made a commitment to be more active in our community. What has raised my interest in this committee is my deep desire to serve the City, it is my home.

I have recently retired from a financial institution as a Senior Vice President and I am a licensed Project Manager Professional (PMP) which has provided me experience on planning and execution of new products and services. I have had various managers and leadership positions with a Master's of Arts in Management (MAOM), and have volunteered and encourage our family members to support Vernon and surrounding community.

My only limitation is that I care for a toddler and elementary school grandchildren which begins at 12:30 pm daily, so I can only attend morning meetings.

## Vernon Area Candidates Matrix 2016

Name	Organization	Position	Sector	Profession	City of Residence
Al Rios	East Los Angeles College	Dean of Academic Affairs	Higher Education	College Administrator	South Gate
Diana Herrera	Vernon Commerce Federal Credit Union	Manager	Sales and Service	Finance	Vernon
Issa Guerrero	Stacy Medical Center	Director of Marketing	Health Care	Community Relations/Public Affairs	Vernon
Michael Nam	Resident	Graduate Student, not currently employed	Finance	Financial Analyst	Vernon
Sandra Villarreal	LA Chapter, National Association of Hispanic Nurses; White Memorial Hospital; Charles Drew University of Medicine and Science	Registered Nurse; Professor	Public Health	Community/Health Relations	Maywood
Susie Ybarra	Resident	Not currently employed	Social Welfare	Project Manager Professional	Vernon

JRG interviewed each applicant and found each to be qualified. JRG Comments:

- Each confirmed their ability to communicate by e-mail, to open and navigate websites, various platforms and to respond to calendar requests;
- Each understood the importance of communicating in a timely manner;
- Each understood the requirements for attendance, to think independently and to give voice to community residents, businesses, and their concerns.

The following candidates (listed alphabetically by first name) indicated experience in public speaking; an ability for program and budget analysis; and an ability to connect program and policy issues in making decisions:

1. Al Rios- College Administrator
2. Issa Guerrero - Stacy Medical Center
3. Sandra Villarreal - Registered Nurse



**RECEIVED**

OCT 26 2016

CITY CLERK'S OFFICE

## **STAFF REPORT CITY ADMINISTRATION**

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**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Carlos R. Fandino Jr., City Administrator  
Lilia Hernandez, Executive Assistant to the City Administrator CA 10-26-14

**RE:** Appointment of Eligible Individual to Serve on the Vernon Business & Industry Commission

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### **Recommendation**

- A. Find that the appointment of an eligible individual to serve on the Vernon Business & Industry Commission is exempt from California Environmental Quality Act ("CEQA") review, because they are administrative actions that will not result in direct or indirect physical changes in the environment, and therefore do not constitute a "project" as defined by CEQA Guidelines section 15378; and
- B. Appoint an eligible individual to serve on the Vernon Business & Industry Commission for an unexpired term in a Vernon Real Estate Representative Seat until the term expires on June 30, 2018.

### **Background**

As one of the key elements of the City's good governance reforms, the City Council created the Vernon Business and Industry Commission ("Commission") to explore and develop ways for the City of Vernon to be more attractive to employees, businesses, and investors, while appropriately considering the needs and concerns of the residential communities within and in close proximity to Vernon. The Commission is the revamped consolidation of the former Ad Hoc Advisory Committees on Business Development and Electric Rates, and is intended to provide a special forum to address public concerns related to the City's business and industrial development related costs, procedures, and activities.

The Commission is comprised of seven members from the Vernon Community: Three business representatives, each of whom represents the owner or operator of a business located in Vernon; two real estate professionals, each of whom has knowledge of the Vernon real estate market; one labor representative, who is employed by a business located in Vernon or who is a member of a

labor union that represents workers at a business located in Vernon; and one current member of the Vernon City Council.

The resignation of former Commissioner Brett Dedeaux from the Vernon Business & Industry Commission earlier this year, resulted in a vacancy on the Commission in the Real Estate Representative Seat. The term for this vacancy expires on June 30, 2018. Pursuant to Section 2.174 of the Vernon Municipal Code, the City Council is expected to make an appointment to fill this current vacancy. Staff has publicized this vacancy and has placed the appointment of an eligible individual on the agenda for the November 1, 2016 City Council meeting.

On or about October 6, 2016 City Staff broadly publicized the aforementioned vacancy and opportunity to serve on the Vernon Business & Industry Commission by posting the attached announcement and interest form on the main page of the City's website and mailing copies to a list of real estate firms familiar with Vernon (Attachment 1). As of the application deadline, three completed applications were received and are included as attachments to this staff report (Attachment 2). Information that may be personal has been redacted from the applications. The names of the individuals eligible to serve in a Real Estate Representative Seat are listed below:

1. Trevor Gale
2. Brandon Gill
3. Jack Whalen

The City Council must appoint one individual to serve in the vacant Real Estate Representative Seat. City staff recommends the Council make such appointment from among the candidates presented in this staff report, as each has expressed an interest to serve on the Commission.

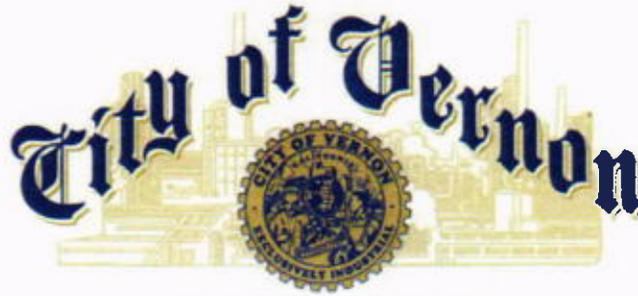
The Vernon Business & Industry Commission meets quarterly at 9:00 a.m. on the second Thursday in February, May, August, and November. Upon the City Council's appointment of new Commission members, the City Clerk will administer the Oath of Office as necessary, prior to their participation in a Vernon Business & Industry Commission meeting. The next regular meeting of the Commission is scheduled for November 10, 2016.

### **Fiscal Impact**

There is no fiscal impact associated with the appointment of an individual to serve on the Vernon Business & Industry Commission.

### **Attachment(s)**

1. Announcement to Representatives of the Vernon Real Estate Community and Prospective Commission Member Interest Form dated October 6, 2016
2. Three Completed Interest Forms



CITY ADMINISTRATION  
4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

October 6, 2016

**TO:** Representatives of the Vernon Real Estate Communities

**SUBJECT:** Seeking Interested Real Estate Professionals to Serve on the Vernon Business and Industry Commission

**Background:** The Vernon Business and Industry Commission (“VBIC” or “Commission”) has been established to assist City officials and staff in developing ways to make the City of Vernon more attractive to businesses, employees, and investors, while appropriately considering the needs and concerns of the residential communities within and in close proximity to Vernon. The Commission is also intended to provide a special forum to address public concerns related to the City’s business and industrial development related costs, procedures, and activities. The Commission replaces the Ad Hoc Advisory Committees on Electric Rates and Business Development and is the fulfillment of an important element of the City’s good governance reforms.

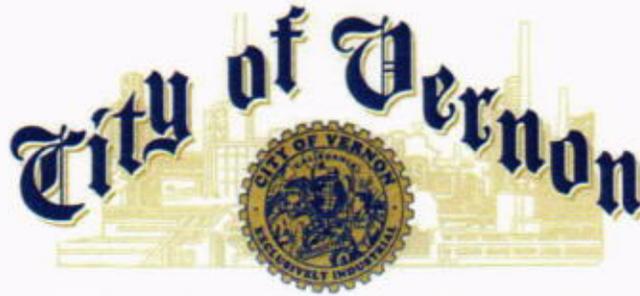
**Composition and Terms:** The Commission is comprised of seven members from the Vernon Community: three business representatives, each of whom represents the owner or operator of a business located in Vernon; two real estate professionals, each of whom has knowledge of the Vernon real estate market; one labor representative, who is employed by a business located in Vernon or who is a member of a labor union that represents workers at a business located in Vernon; and one current member of the Vernon City Council. Commission members serve four year terms beginning in August. No member shall serve more than two (2) full consecutive terms.

**Upcoming Vacancies and Invitation to Apply:** The City seeks to fill a vacancy in a real estate representative seat and encourages all qualified individuals to apply. The term for the vacant seat expires in June 2018. Those with an interest in good government and experience in public service and business and economic development are especially needed to devote time to this important public body. The Commission is subject to state open meeting laws and regulations related to good government such as the Ralph M. Brown Act and the Political Reform Act. Appointees will be required to submit Statements of Economic Interests (Form 700s) annually.

For more information on the Vernon Business and Industry Commission and related responsibilities, please refer to Ordinance No. 1223 available on the City’s website ([www.cityofvernon.org](http://www.cityofvernon.org)). To be considered for appointment to the Commission, please complete and submit the attached form by October 19, 2016.

Please note that the newly appointed commission member would be expected to attend the next regular Vernon Business and Industry Commission meeting which is scheduled for November 10, 2016.

*Exclusively Industrial*



4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

**VERNON BUSINESS AND INDUSTRY COMMISSION  
Prospective Commission Member Interest Form  
October 6, 2016**

Appointing Category (please circle one):      Business      Real Estate      Labor

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Title: \_\_\_\_\_

Vernon Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Qualifications and Reasons for Interest in Serving on the Commission (attach additional sheet if necessary):

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NOTE: By signing below, you affirm that you meet the requirements of the appointing category you have indicated.

Signature: \_\_\_\_\_

NOTE: Please submit completed form by Wednesday, October 19, 2016, at 5:30 p.m.

Mail form to:      City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 –  
Attn: Lilia Hernandez

Email form to:      [lhernandez@ci.vernon.ca.us](mailto:lhernandez@ci.vernon.ca.us)

City of Vernon, 4305 Santa Fe Avenue, Vernon, California 90058 – Telephone (323) 583-8811



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OCT 07 2016  
CITY ADMINISTRATION

4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

**VERNON BUSINESS AND INDUSTRY COMMISSION  
Prospective Commission Member Interest Form  
May 16, 2016**

Appointing Category (please circle one):      Business      Real Estate      Labor

Name: Trevor Gale

Business Name: Aeger Industrial

Title: Sr. Vice President

Vernon Address: 5701 S. Eastman Ave #100 LA 90040

Email: [Redacted]

Phone: [Redacted]

Qualifications and Reasons for Interest in Serving on the Commission (attach additional sheet if necessary):

Please see attached...

NOTE: By signing below, you affirm that you meet the requirements of the appointing category you have indicated.

Signature: [Redacted]

NOTE: Please submit completed form by Thursday, May 26, 2016, at 5:30 p.m.

Mail form to:      City Administrator's Office, 4305 Santa Fe Avenue, Vernon, CA 90058 –  
Attn: Lilia Hernandez

Email form to:      lhernandez@ci.vernon.ca.us



May 24, 2016

Mrs. Lilia Hernandez  
CITY OF VERNON  
4305 Santa Fe Avenue  
Vernon, CA 90057

**RE: Vernon Business & Industry Commission Form  
Qualifications & Reason for Interest in Serving on the Commission**

Dear Lilia:

Having served on various committees in the past, I have a vested interest in this community as it has been one of my primary places of business over the last several years.

Heger Industrial is a full service industrial real estate company providing brokerage, property management, investment and consulting services. For nearly six (6) decades, we have helped business owners, property owners and investors achieve the greatest value of industrial and special-use real estate throughout the City of Vernon.

As a result of my business, I am actively walking the streets and meeting with local businesses and property owners on a weekly basis. It is easy for me to understand the importance of having a City that can assist, support and service the companies and people who live and work here.

The City of Vernon serves as an excellent place for companies (large & small) as well as employees/employers to thrive and provides the goods and services that affect the entire nation. I have prided myself and my business in working with local companies that already reside in the City of Vernon as well as bringing new businesses into the City. Some of these companies included Morgan Fabrics, Five Four Group (Young & Reckless Apparel), Fresh American Produce, Jaya Apparel, Melissa's Produce and ARKA Properties Group.

I thank you in advance for your consideration and hope to have the opportunity to serve of the Vernon Business and Industry Commission.

Please feel free to contact me anytime with any questions you may have. I can be reached at my office at 323-727-1144, my cell phone 818-448-4885 or by email [tg@hegerindustrial.com](mailto:tg@hegerindustrial.com)

Sincerely,



Trevor Gale  
Senior Vice President  
Lic. #01452957





Brandon Gill  
Senior Vice President  
CBRE, Inc.

400 South Hope Street, 25<sup>th</sup> Floor  
Los Angeles, CA 90071

T 213 613 3754  
F 213 613 3005

brandon.gill@cbre.com  
www.cbre.com

October 12, 2016

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058

**RE: The Vernon Business and Industry Commission**

To Whom It May Concern:

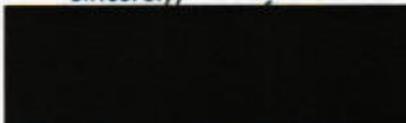
Thank you for your consideration as the real estate representative on the Vernon Business and Industrial Commission.

For the past two decades, my focus has been committed to brokerage of leases, sales, and development of industrial real estate in the Los Angeles, Vernon, and Commerce sub-markets. Over my career, I have participated in the completion of over \$4.23 billion in transactions (see attached Case Studies). The continual migration of industrial companies from Downtown Los Angeles' diminishing industrial base is a very relevant component of the Vernon community.

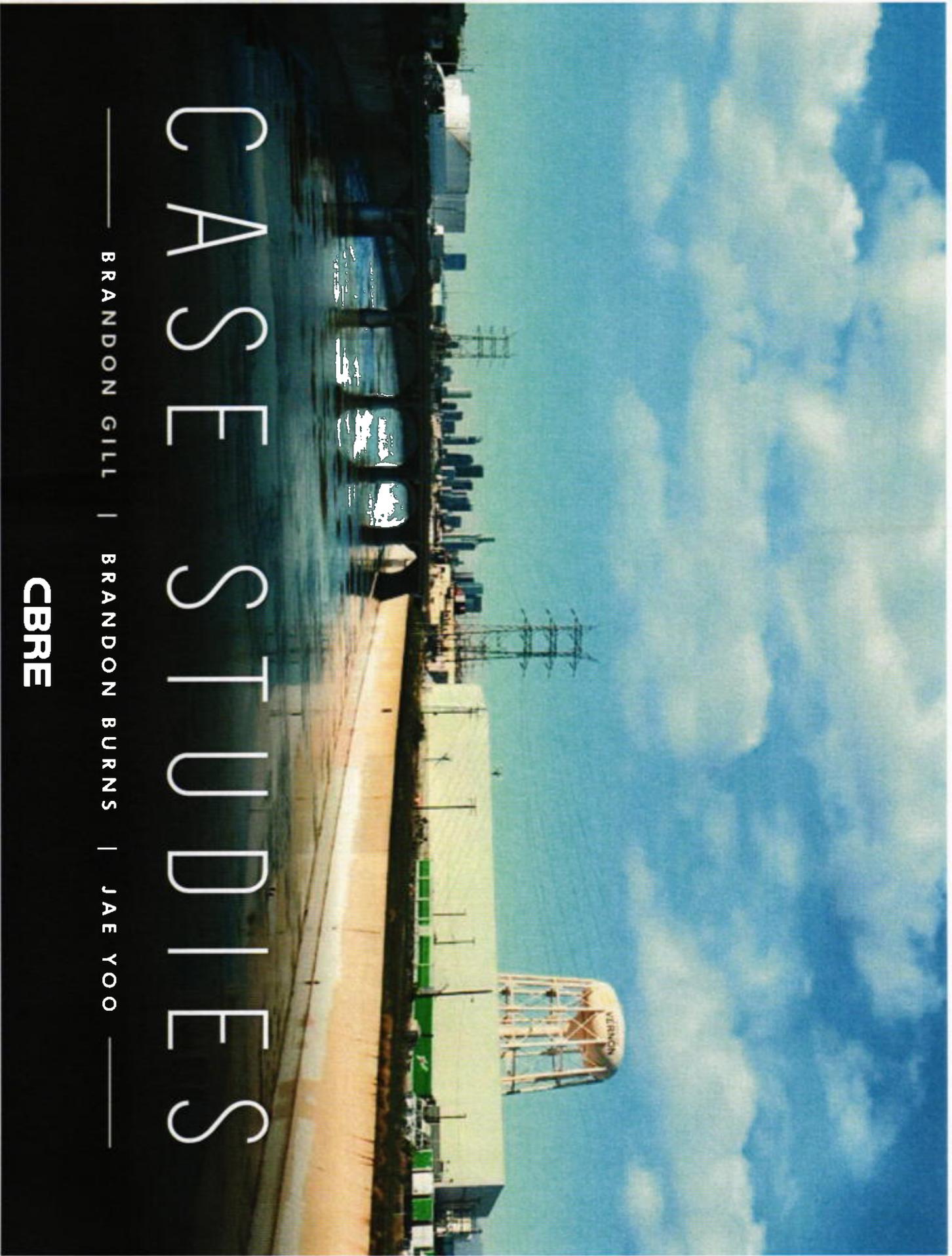
In recent years, I have developed an expertise in the sale of industrial properties for adaptive reuse in the Arts District of Downtown Los Angeles. As many industrial companies are being displaced and relocating to Vernon, my team and I are continually working with this company profile. The City of Vernon has a geographic and strategic advantage to benefit from this current phenomenon.

I would be honored to be a part of the Vernon Business and Industry Commission to provide my experience, knowledge, and perspective for the benefit of the city of Vernon's future.

Sincerely,



Brandon Gill (Lic. 01262330)  
Senior Vice President



# CASE STUDIES

— BRAN DON GILL | BRAN DON BURNS | JAE YOO —

**CBRE**



## 6TH & ALAMEDA

- Highly visible, transformative development project in the Arts District
- Largest contiguous land parcel in the Arts District. Targeted for high density, mixed use development
- Buyer pool ranges from local, regional and national investors and developers
- Currently a multi-tenant industrial park consisting predominantly of produce companies
  - There is significant term left on some leases
- Required a buyer with right profile and patient capital to wait while leases to run out

**BUILDING:** ±316,632 SF

**LAND:** ±634,669 SF / ±14.57 ACRES

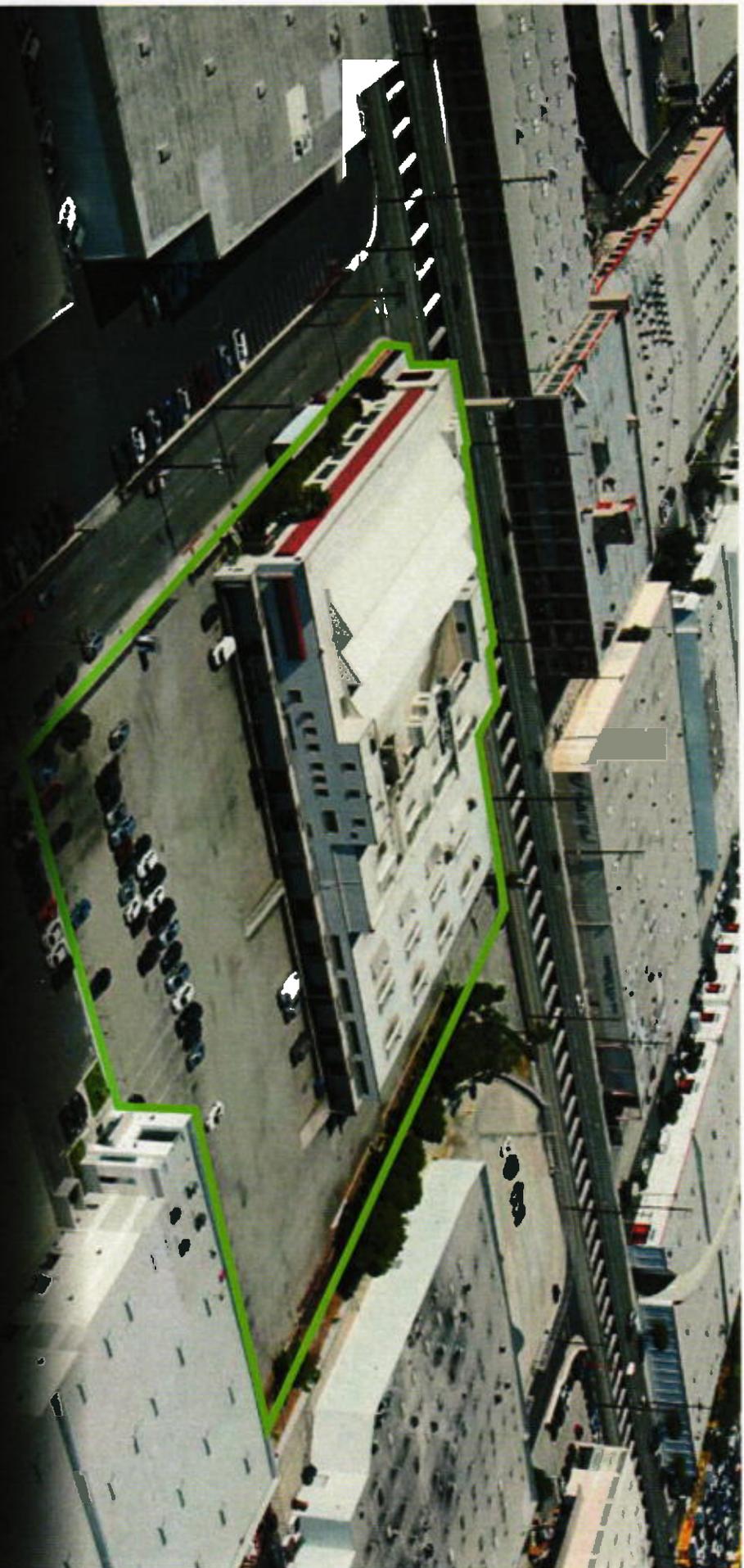
**CONSTRUCTION:** CONCRETE TILT-UP

**NUMBER OF INDUSTRIAL UNITS:** 20

**CLEAR HEIGHT:** 22'-24'

**YEAR BUILT:** 1963, 1968

**CBRE**



# 4890 ALAMEDA STREET

- Marketed the property for sale on behalf of a local apparel company
- CBRE Team Sourced the buyer who was a garment manufacturer from Downtown LA
- Art Deco, 2-story building which is far from modern warehouses. Over a third of the building is on the second floor
- Focused marketing on the large yard and location and targeted groups that are familiar with using multi-story industrial properties

**BUILDING:** 117,684 SF

**GROUND FLOOR:** 74,684 SF

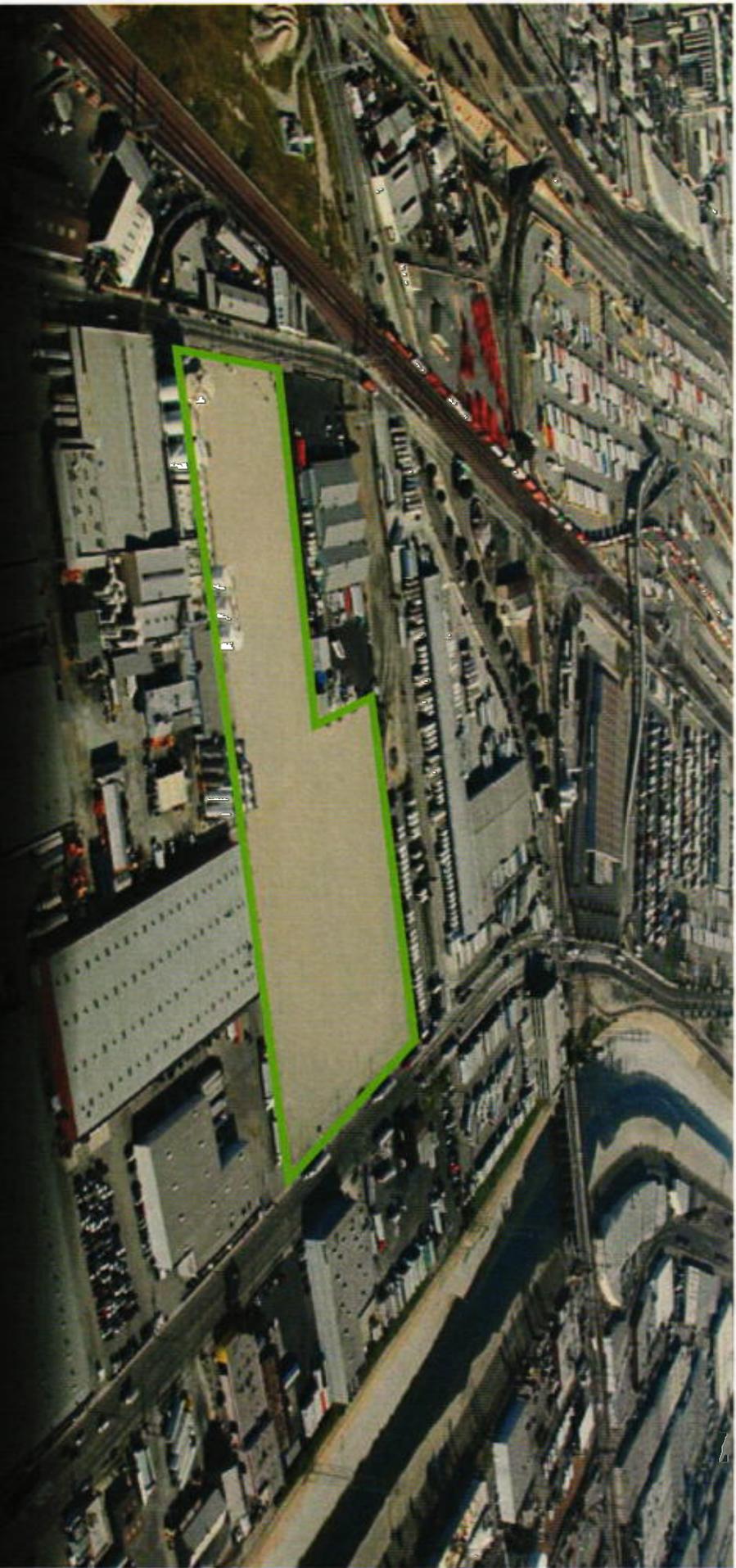
**2ND FLOOR:** 43,000 SF

**LAND:** 4.47 ACRES

**CLEAR HEIGHT:** 18'

**YEAR BUILT:** 1941

**CBRE**

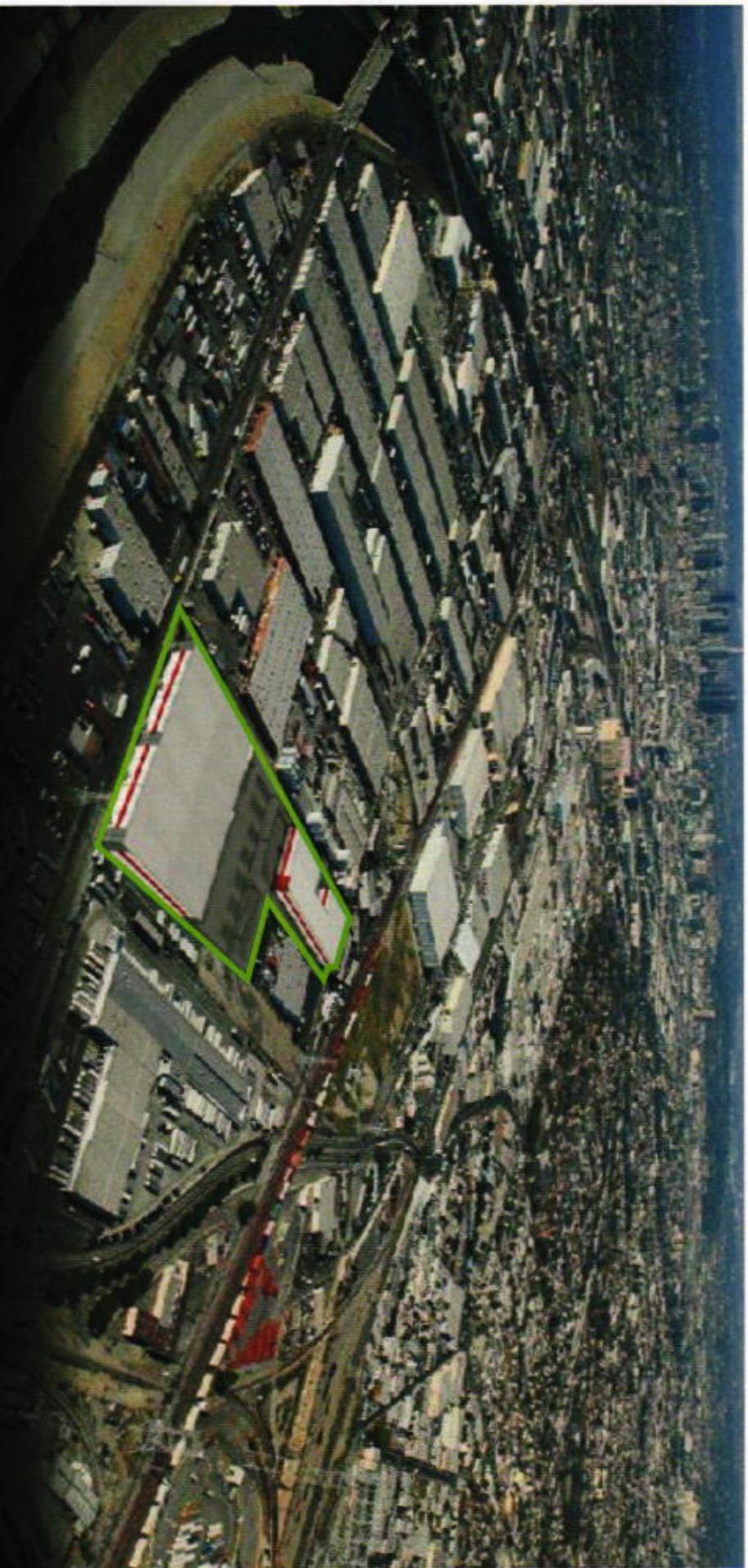


# 3305 BANDINI BOULEVARD

- Marketed the property for sale on behalf of Akzo-Nobel, a Dutch multinational company active in decorative paints, performance coatings, and specialty chemicals with sales of ±€14.9 Billion in 2015
- Managed Bid Process was conducted by CBRE
- Selected a motivated local developer who had the ability to navigate through some of the challenging aspects of the site
- Provided market data to substantiate developers' purchase and future plans

**LAND: 10.8 ACRES**

**CBRE**



———— 3305 BANDINI BLVD. + 3480 E. 26TH ST. ————

- Marketed two (2) newly developed state-of-the-art warehouses for sale on behalf of a local developer
- Successfully transacted both buildings prior to completion of construction
- Buyer Profiles: Fabric Distributor from Downtown LA / Produce Distributor from Vernon
- Through CBRE Teams' marketing process, developer was able to achieve the targeted sale price as both buildings were sold close to the Asking Price

**3305 BANDINI BLVD.**

**BUILDING: 142,436 SF**

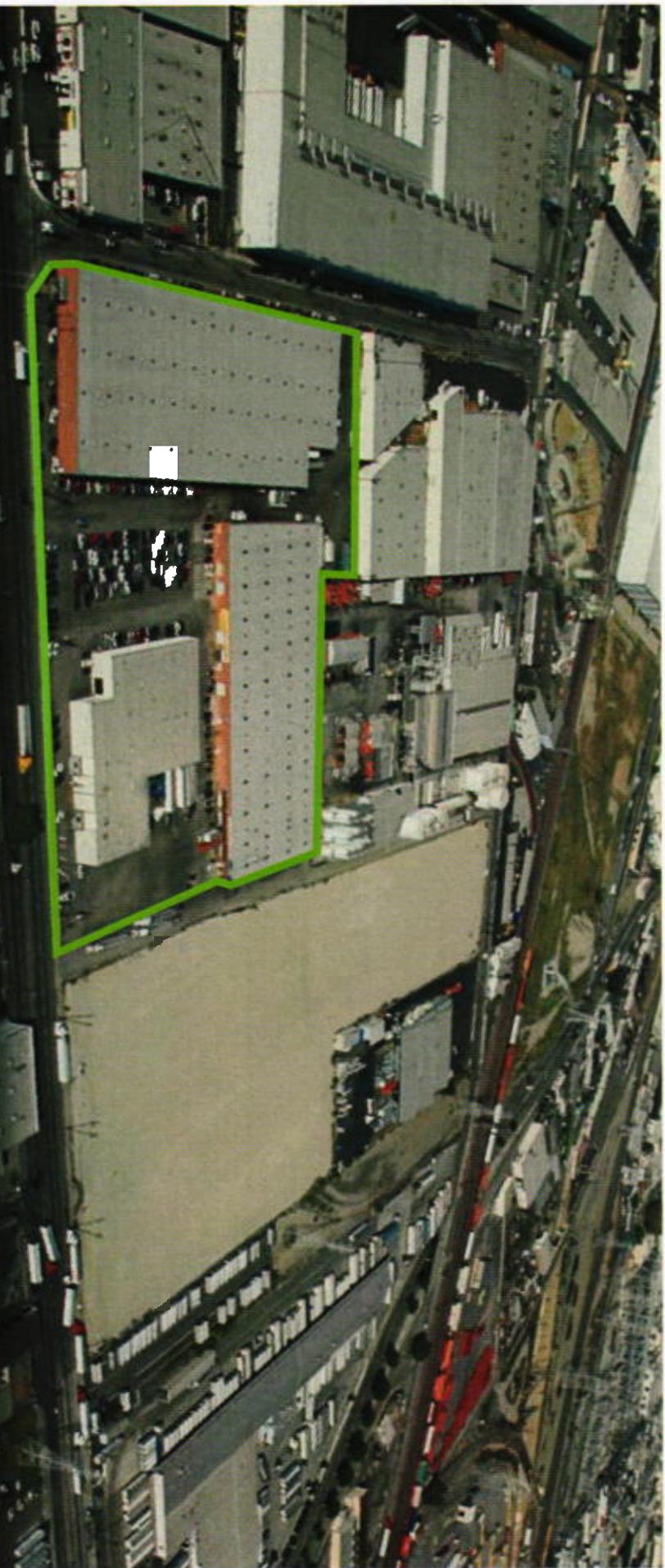
**LAND: ±5.89 / ±256,932 SF**

**3480 E. 26th ST.**

**BUILDING: 87,400 SF**

**LAND: ±4.82 / ±209,963 SF**

**CBRE**



# 3155 - 3201 BANDINI BOULEVARD

- Represented the buyer in purchase of the 3-building complex on approximately 10 acres
- Buyer is a private entity with a business in Downtown LA
- Marketed portions of the complex for lease immediately after buyer's purchase of the property – 100% stabilized within 6 months of purchase

**BUILDING: 242,589 SF TOTAL**

**LAND: 431,865 SF**

**CLEAR HEIGHT: 18'**

**YEAR BUILT: 1964**

**CBRE**



# FORD FACTORY

- Highly recognizable building with rich character, history, and redevelopment potential
  - Iconic building and opportunity to transform a neighborhood
- Wide range of potential Buyers
  - Residential, creative office, retail and owner-users from national and international sources
  - Conducted a managed bid process with 25 purchase offers
- A San Francisco firm was chosen with a strong history of conversion projects and exceptional financial strength
- 3rd Quarter 2016 anticipated delivery date after redevelopment

**BUILDING:** 300,542 SF

**LAND:** 173,804 SF

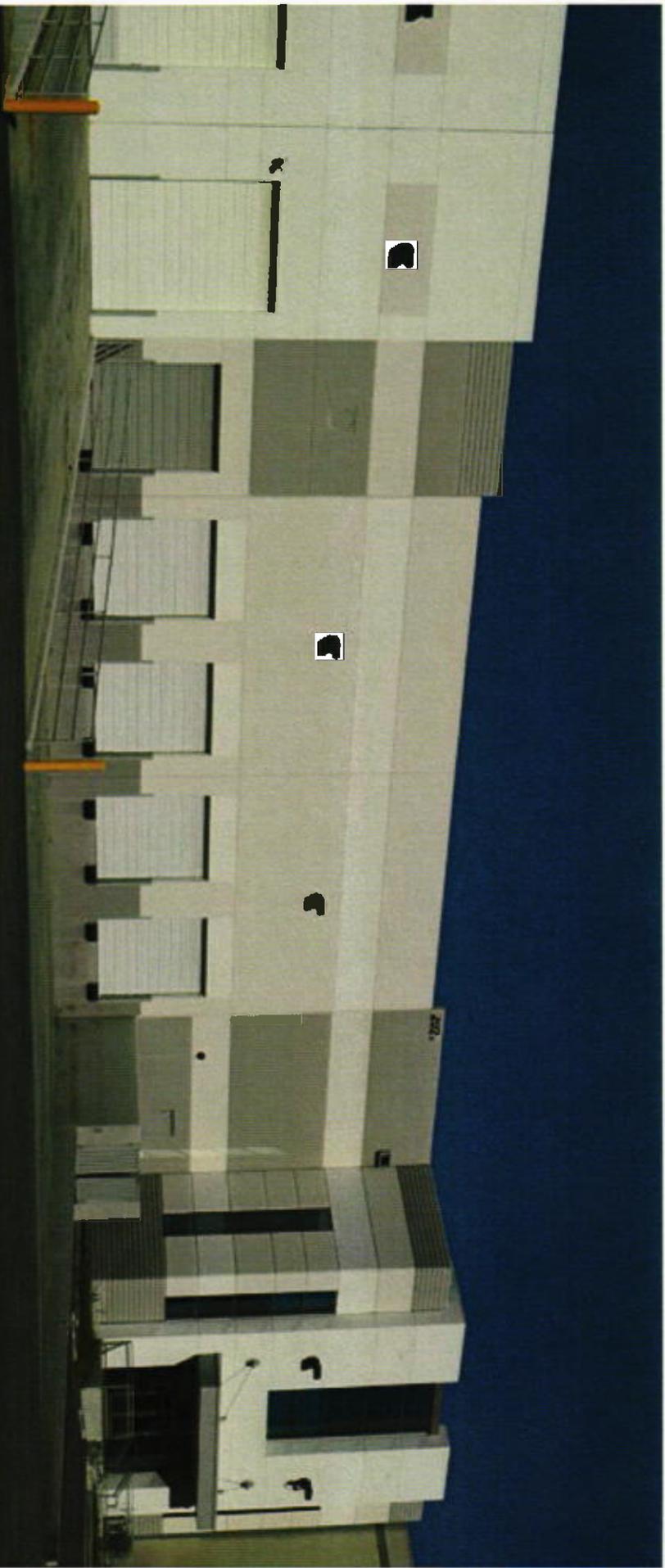
**CONSTRUCTION:** Poured concrete, block, CTU

**PARKING:** Two secure fenced yards

**CLEAR HEIGHT:** 10'-30'

**YEAR BUILT:** 1912, 1923, 1988, 1966

**CBRE**



## 2021 EAST 49TH STREET

- Marketed a modern corporate HQ and warehouse for sale on behalf of the garment company who was an owner-user
- State-of-the-art facility with  $\pm 30\%$  high-end offices. The property was a build-to-suit in 2008
- Targeted garment and apparel companies who could use the property on "turn-key" basis
- Buyer was an apparel company from Downtown LA who had very similar operations
- Achieved highest sale figure in the city of Vernon

**BUILDING: 28,337 SF**

**CREATIVE OFFICES: 8,317 SF**

**LAND: 51,972 SF**

**CLEAR HEIGHT: 28'**

**YEAR BUILT: 2008**

**CBRE**



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# 5524 ALCOA AVENUE

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- Owner of a high-end apparel company with world recognized brand wanted a building for a new start-up
- Needed a facility with the right image, location, and functionality
- There was nothing on the market, and no indication of anything coming
- CBRE team knew of the property and potential for a sale
- Approached the owner and worked out favorable transaction for both the buyer and the seller

**BUILDING: 38,568 SF**

**CREATIVE OFFICES: 15,076 SF**

**LAND: 64,289 SF**

**CLEAR HEIGHT: 26'**

**YEAR BUILT: 2000**

**CBRE**



# 150 NORTH MYERS STREET

- Property had a 5 year lease in place with a \$2 billion tenant
- Approximately \$35 million of printing equipment installed by the tenant
- Opportunity for a developer to collect income while working on redevelopment plans
- The rental income and lease term put limits on the potential sale price
- The buyer profile required intimate knowledge of the market on the East side of the river, along with deep, patient capital reserves to wait out the lease
- The Seller was able to provide all meaningful due diligence up front, and the marketing program created a competitive process
- The purchase price exceeded expectations and the buyer opened escrow with a non-refundable deposit - Escrow and closing were very smooth

**BUILDING:** 75,660 SF

**LAND:** 106,103 SF

**CONSTRUCTION:** CTU

**CLEAR HEIGHT:** 18'

**YEAR BUILT:** 1964, 1970, 1980

**CBRE**



# 4900 PACIFIC BOULEVARD

- Handled the disposition of Angelus Sanitary Can site for Barry-Wehmiller

**BUILDING: 286,555 SF**

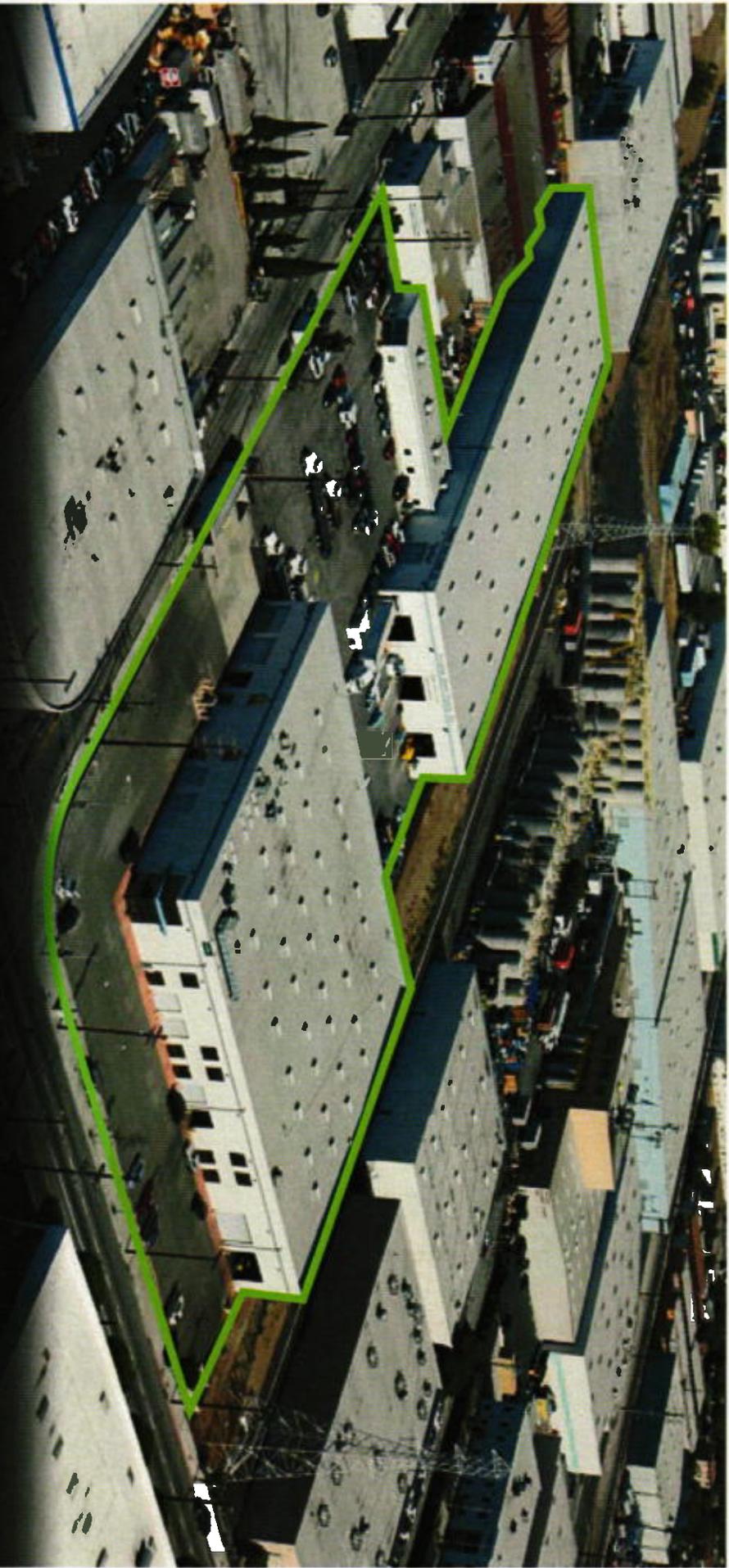
- Performed Managed Bid Process which drew interest from local and national developers as well as users in the market

**LAND: 456,685 SF**

- Selected a local developer who was the most active in the market at the time and was the most motivated with the purchase terms

- Currently a cold storage facility for Whole Foods





# 3311 SLAUSSON AVENUE

- Marketed a net leased investment on behalf of Douglas Steel
- Through CBRE's Managed Bid Process, CBRE conducted a nationwide marketing plan and sourced a buyer from New York
- Seller provided significant due diligence prior to opening escrow and the marketing process allowed the team to create a competitive situation and dictate favorable terms at the opening of escrow - Very smooth escrow and closing

**BUILDING:** 129,720 SF

**LAND:** 5.68 ACRES

**CLEAR HEIGHT:** 28'

**YEAR BUILT:** 1995

**CBRE**



# 2910 ROSS STREET

- Represented a produce distributor from Downtown LA, whose facility was restricting business growth
- Over a period of 2+ years, CBRE Team identified an off-market site for a build-to-suit opportunity
- Teamed up with a local developer and advised the client in the design of a state of the art produce facility

**BUILDING: 86,770 SF**

**LAND: 4.39 ACRES**

**CLEAR HEIGHT: 32'**

**YEAR BUILT: 2013**

**CBRE**



## AT MATEO

- Strategic location in the Arts District
  - Opportunity for a buyer to create a meaningful project connecting two submarkets within the neighborhood
- CBRE Team identified a small group of buyers already aggressively pursuing other properties in the Arts District
- Negotiated an off-market transaction on behalf of seller, creating a mini-bid process with select buyers
- Buyer was a retail developer that had recently missed out on a similar property nearby
- Currently under development with 3rd Quarter 2016 anticipated delivery date

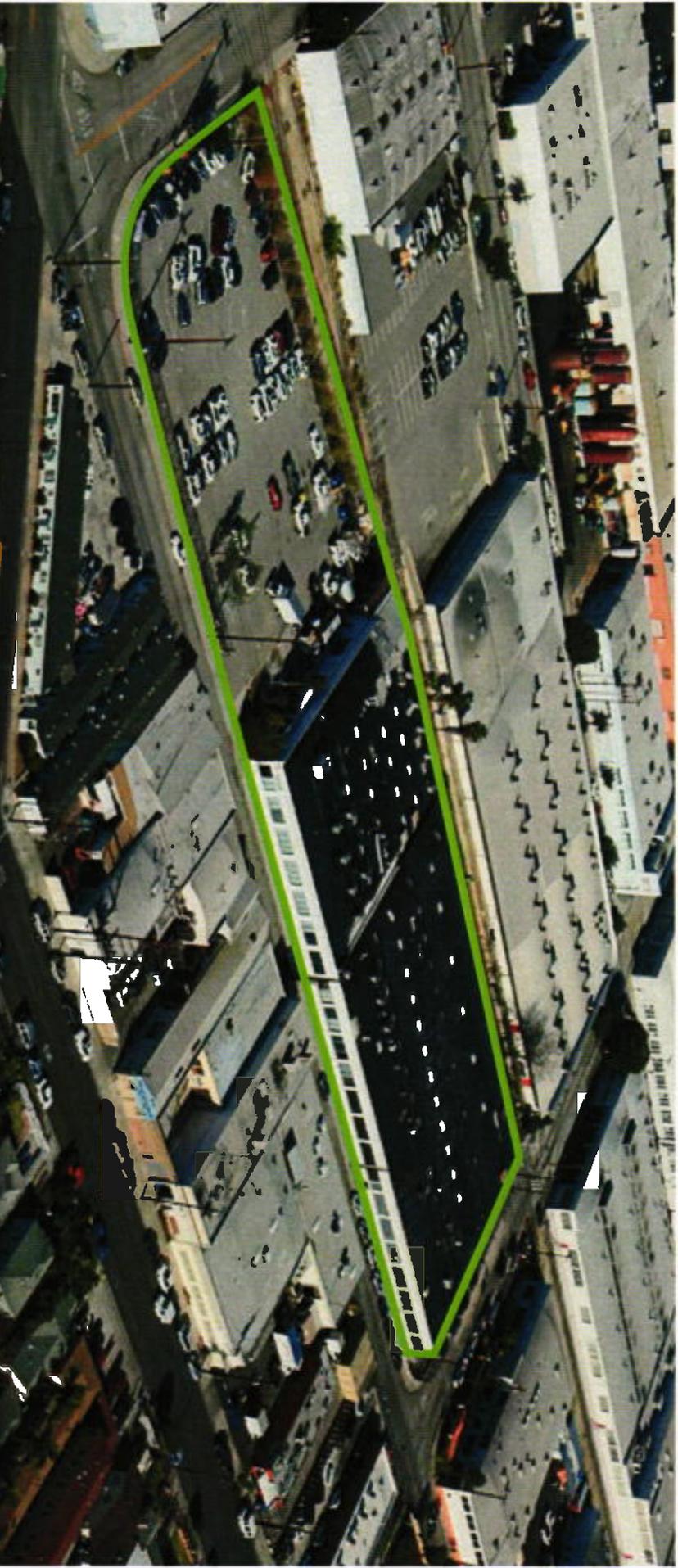
**BUILDING:** 132,805 SF

**LAND:** 154,736 SF

**CONSTRUCTION:** CTU

**CLEAR HEIGHT:** 20'

**CBRE**

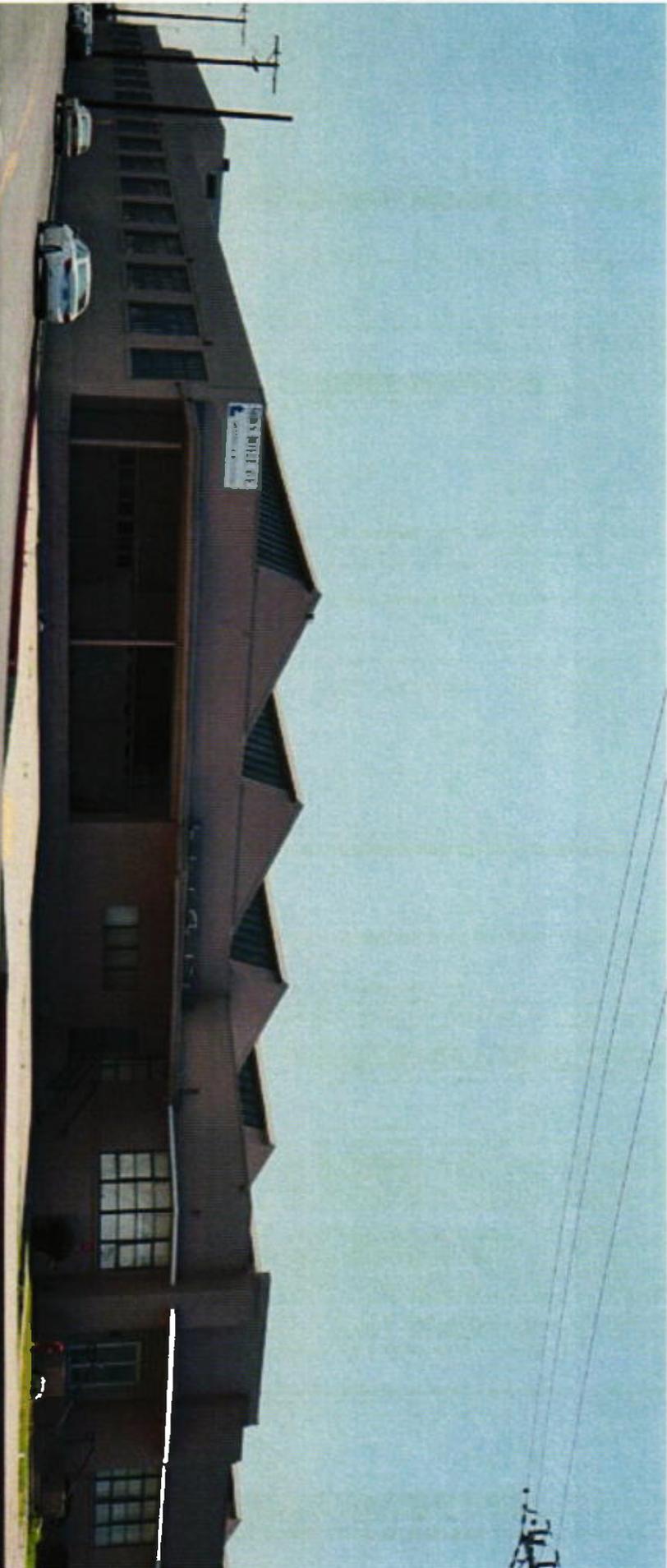


# 4731 FRUITLAND AVENUE

- Represented an apparel company from Downtown LA in purchasing the property
- Former printing facility has been transformed to an apparel company HQ, which aims to do about \$1 Billion in sales with in the next few years
- Identified a property in which a creative environment can be formed with existing improvements

**BUILDING:** 76,560 SF  
**LAND:** 140,420 SF  
**CLEAR HEIGHT:** 14'  
**YEAR BUILT:** 1942





# 5008 BOYLE AVENUE

- Represented the Seller, who is the owner of a real estate brokerage and property management company
- Seller's real estate brokers specialized in retail properties in other parts of Los Angeles, and he wanted to hire a team with the most relevant experience in Vernon, who could deliver the best result
- Property is well suited as a manufacturing facility and CBRE Team identified a garment manufacturing company that was seeking to purchase a facility for expansion, who ended up purchasing the property

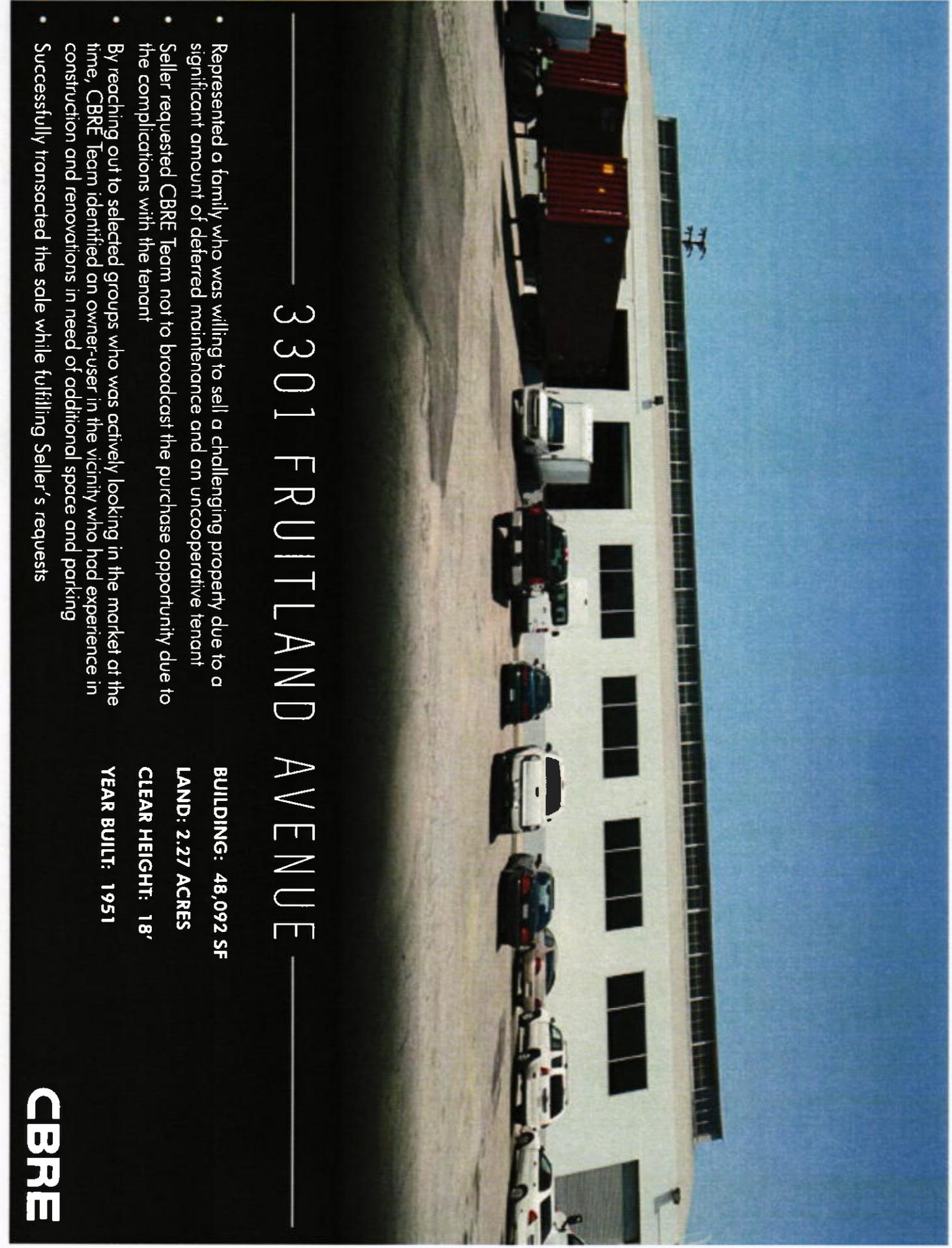
**BUILDING:** 129,269 SF

**LAND:** 180,338 SF

**CLEAR HEIGHT:** 14-18'

**YEAR BUILT:** 1941





# 3301 FRUITLAND AVENUE

- Represented a family who was willing to sell a challenging property due to a significant amount of deferred maintenance and an uncooperative tenant
- Seller requested CBRE Team not to broadcast the purchase opportunity due to the complications with the tenant
- By reaching out to selected groups who were actively looking in the market at the time, CBRE Team identified an owner-user in the vicinity who had experience in construction and renovations in need of additional space and parking
- Successfully transacted the sale while fulfilling Seller's requests

**BUILDING:** 48,092 SF

**LAND:** 2.27 ACRES

**CLEAR HEIGHT:** 18'

**YEAR BUILT:** 1951

**CBRE**



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# 1810 EAST 25TH STREET

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**LAND: ±73,268 SF**

- Represented the Alameda Corridor Transportation Agency ("ACTA") in the disposition
- Responded to ACTA's Request For Proposal to compete against other brokerage teams in the marketplace and won the listing
- Irregular shape of the site and an underground railway were challenges to selling the property
- Identified a local developer who had a relationship with the City of Vernon to change the use to non-industrial
- Currently under development as a retail center



## 525 NORTH MISSION ROAD

- Rare, 10.25 acre site located adjacent to Downtown
- Manufacturing zoning. Potential for higher and better uses
- Visible from freeway and major street frontage with retail potential
- Conducted a widespread marking campaign
- Sold to Union Pacific Railroad in December, 2014
- Property was encumbered by approximately 400,000 tons of used concrete rubble. Approximate cost of removal \$3 to \$5 million
- Buyer assumed significant environmental remediation

**BUILDING:** 132,805 SF

**LAND:** 154,736 SF

**CONSTRUCTION:** CTU

**CLEAR HEIGHT:** 20'

**CBRE**



# 2939 SUNOL DRIVE

- Represented buyer in a build-to-suit opportunity of a cold storage facility
- Identified a land site and selected the appropriate developer for the project
- Analyzed the benefits of being in the City of Vernon as a cold storage operator
- Aided buyer with the design of the facility, which includes cooler, freezer, and an USDA approved processing room

**BUILDING: 89,747 SF**

**COLD STORAGE AREA: 64,683 SF**

**LAND: 159,521 SF**

**CLEAR HEIGHT: 30'**

**YEAR BUILT: 2005**

**CBRE**



## COCA-COLA FACTORY

- Highly recognizable building with rich character, history, and redevelopment potential
  - Residential, creative office, retail and owner-users from national and international sources
  - The property had parking challenges and one quarter of the improvements were basement
- A national marketing campaign was conducted targeting retail, residential and creative office buyers who had executed on similar projects in other major markets (New York, San Francisco, Seattle, Chicago)
- A buyer from New York was chosen who had a strong history of redeveloping older, historical properties and converting to retail and creative office

**BUILDING:** 123,600 SF

**LAND:** 52,800 SF

**CONSTRUCTION:** POURED IN-PLACE CONCRETE

**PARKING:** 59

**CLEAR HEIGHT:** 10'-14"

**YEAR BUILT:** 1915, 1930

**CBRE**



# 4820 EVERETT AVENUE

- Represented a produce company from Downtown LA, who sold their facility and needed to purchase a property to continue operating the business, as well as performing a 1031 exchange
- Identified a property where the company could expand into packing, in addition to produce distribution

**BUILDING:** 25,660 SF

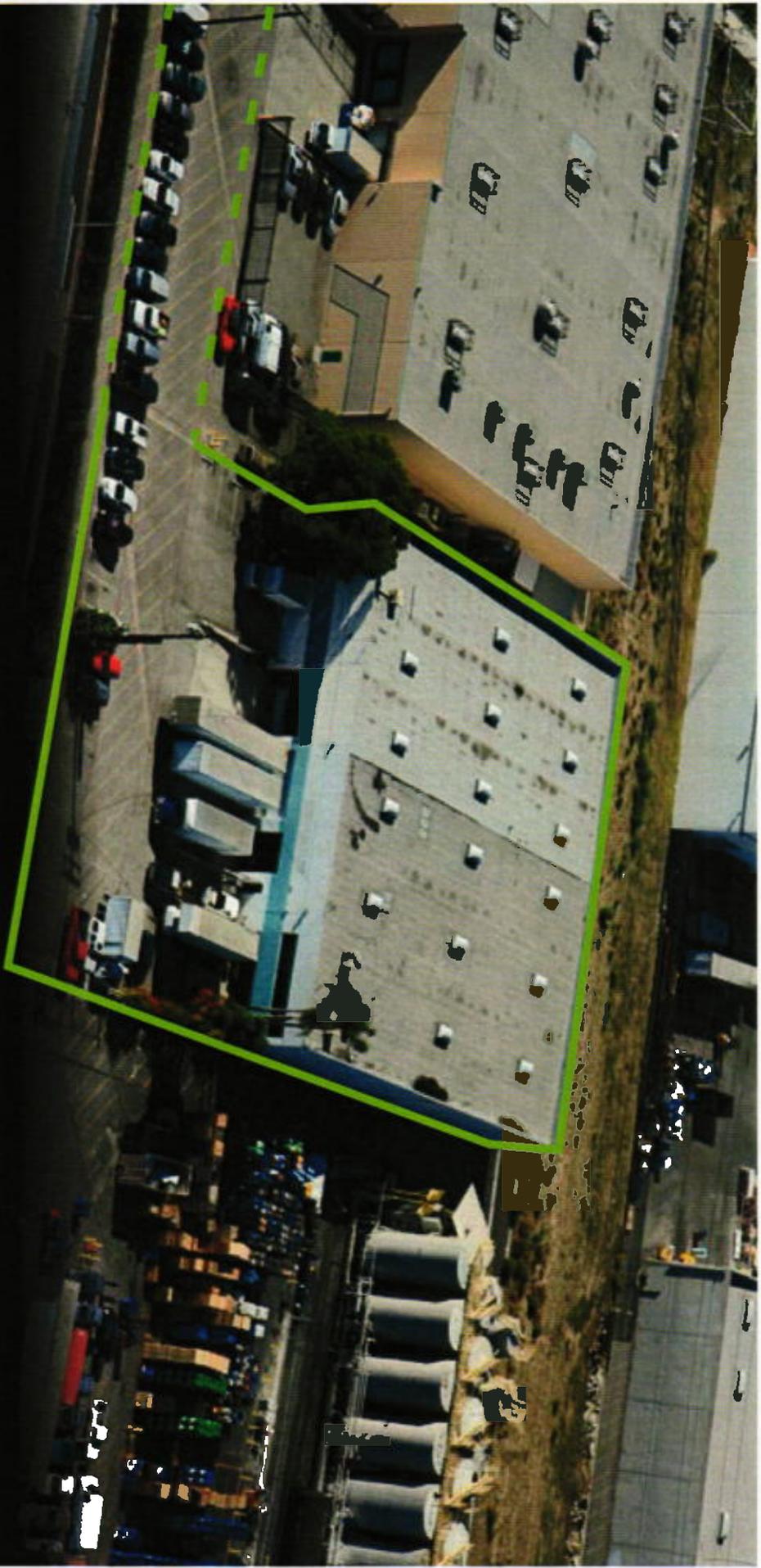
**LAND:** 49,658 SF

**CLEAR HEIGHT:** 12'

**YEAR BUILT:** 1930

- Satisfied 1031 exchange

**CBRE**



# 3355 SLAUSSON AVENUE

- Represented Seller, who was an owner-user and occupied approximately half of the property - There was a tenant in the balance of the space
- Sourced a buyer who saw an opportunity to be an owner-user with income in place
- Buyer secured a SBA loan and the transaction was completed as planned

**BUILDING: 27,653 SF**

**LAND: 55,018 SF**

**CLEAR HEIGHT: 24'**

**YEAR BUILT: 1987**





# 1200 SOUTH SANTA FE AVENUE

- Property was a partially completed 53 unit live-work project located just outside the Arts District boundary
- Complicated transaction involving evaluation of partially completed residential improvements to be assumed by the buyer
- Plumbing, electrical HVAC and structural work were done to code
- Finishing and build-out to be completed by Buyer
- CBRE team identified a buyer with appropriate experience and motivation to execute on the purchase
- Project is complete and is leasing at a healthy rate

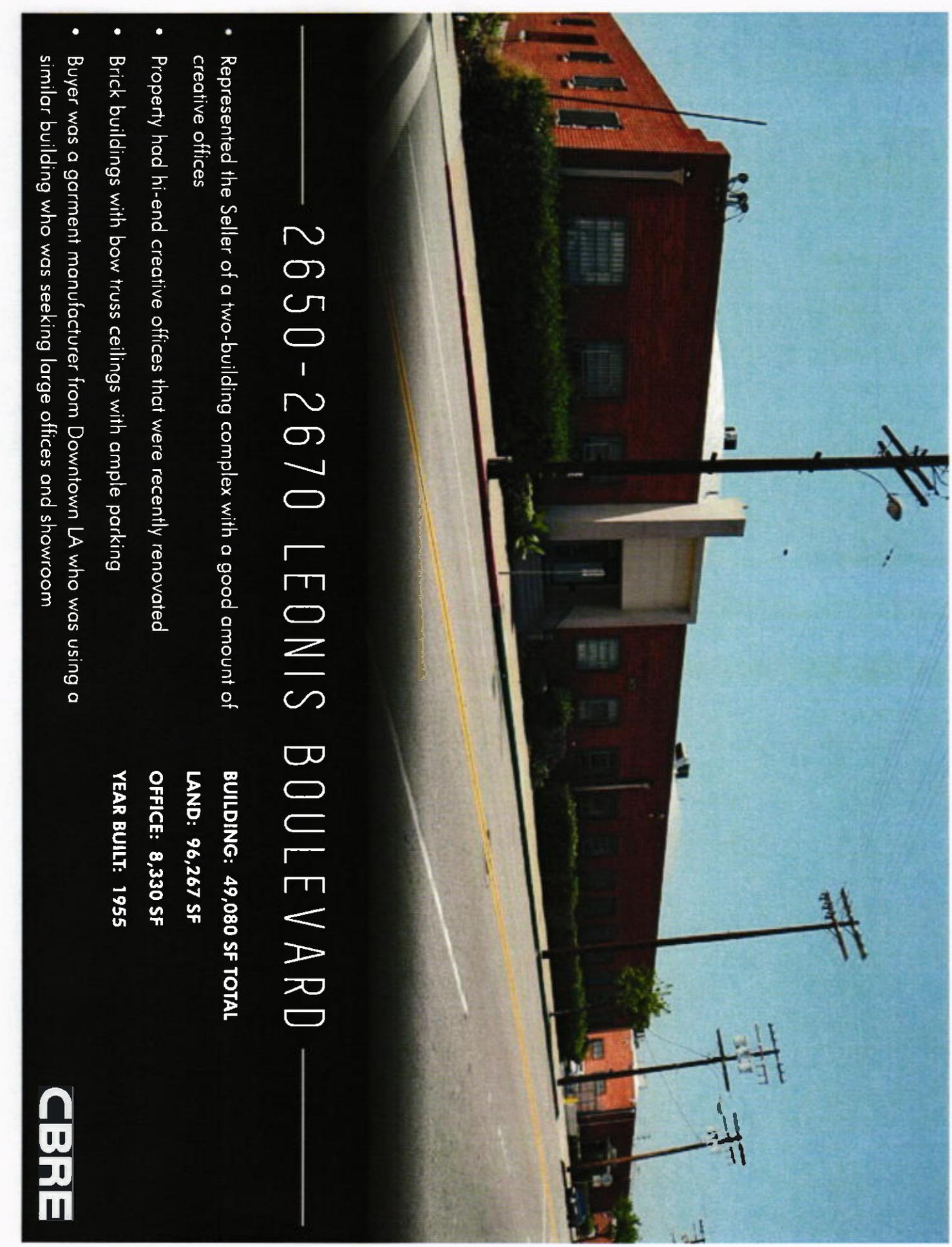
**BUILDING:** 93,209 SF

**LAND:** 34,475 SF

**CONSTRUCTION:** BRICK

**YEAR BUILT:** 1913, 1923

**CBRE**



# 2650-2670 LEONIS BOULEVARD

- Represented the Seller of a two-building complex with a good amount of creative offices
- Property had hi-end creative offices that were recently renovated
- Brick buildings with bow truss ceilings with ample parking
- Buyer was a garment manufacturer from Downtown LA who was using a similar building who was seeking large offices and showroom

**BUILDING: 49,080 SF TOTAL**

**LAND: 96,267 SF**

**OFFICE: 8,330 SF**

**YEAR BUILT: 1955**





# 1801 EAST 50TH STREET

- Very large property with a significant amount of 2nd floor space and loading deficiencies
- The buyer pool for this type of property was very lean
- CBRE was aware of a requirement from a Fashion Design firm out of Downtown and made the connection
- Represented the Seller and cooperated with a local broker who represented the buyer on an off-market sale
- Buyer was able to acquire an adjacent land parcel owned by the railroad to increase functionality

**BUILDING:** 138,000 SF GROUND FLOOR

**2ND FLOOR:** 72,000 SF

**LAND:** 189,050 SF

**CLEAR HEIGHT:** 16 - 24'

**YEAR BUILT:** 1929, 1960

**CBRE**



4010-4060 EAST 26TH STREET

- Tenant was a plastic garbage can manufacturing company that invested significant capital in a facility they leased

**BUILDING: 285,226 SF**

- Tenant had occupied the property for over a decade

**LAND: 295,375 SF**

- CBRE was engaged on behalf of the tenant to approach the ownership to sell

**YEAR BUILT: 1971**

- There were very complicated tax consequences and loan defeasance penalties for the Seller

- CBRE worked with the existing lender and negotiated a loan payout agreement with the Seller

- Tenant was able to purchase a property that they had occupied for a long time

**CBRE**



4442 EAST 26TH STREET

- CBRE Team was hired to market the property for sale after an unsuccessful attempt by a competing firm
- CBRE Team sourced a buyer from Downtown LA who was operating out of an antiquated, less functional facility with inadequate loading
- Buyer saw an opportunity to create an optimal facility with showroom and offices while providing parking for employees
- Closed the escrow seamlessly with the Buyer obtaining a SBA loan

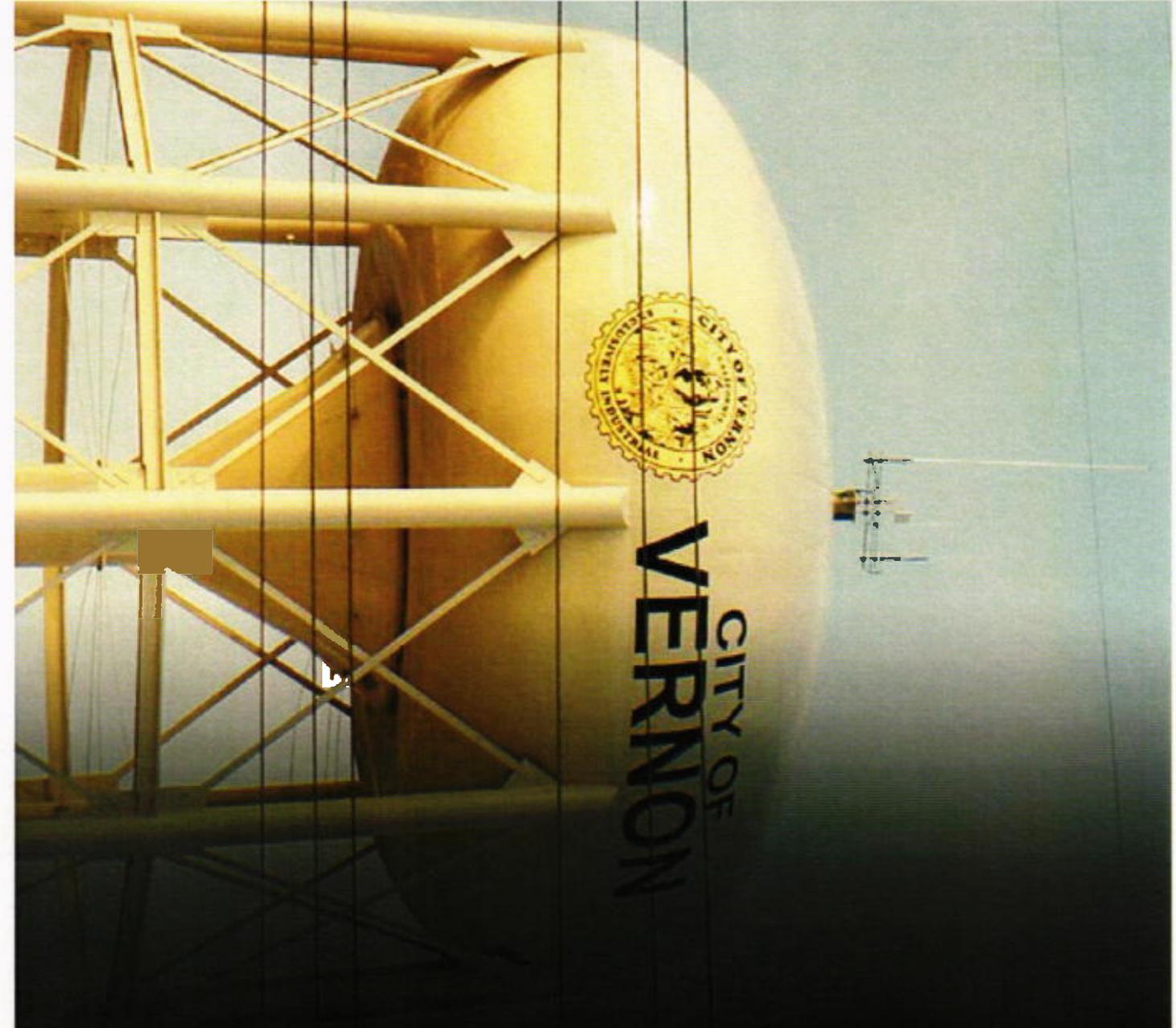
**BUILDING: 51,610 SF**

**LAND: 63,136 SF**

**CLEAR HEIGHT: 24'**

**YEAR BUILT: 1974**

**CBRE**



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## **JACK WHALEN**

*SIOR*

*Senior Vice President*

*jack@hegerindustrial.com*



*Lic. #00939136*

### **AFFILIATIONS AND MEMBERSHIPS**

#### **SIOR**

SOCIETY OF INDUSTRIAL AND  
OFFICE REALTORS

#### **AIR**

COMMERCIAL REAL ESTATE  
ASSOCIATION

#### **CPA**

CERTIFIED PUBLIC ACCOUNTANT  
(RETIRED)

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(323) 727-1144

[www.hegerindustrial.com](http://www.hegerindustrial.com)

Jack Whalen has been one of the most successful and prominent commercial real estate brokers in Southern California since 1985.

Jack's breadth and depth of experience in the market are the direct result of his concentrated focus on assisting property owners with leasing, sale and acquisition of industrial real estate throughout Southern California. He has earned a reputation as a market expert with his clients who include major corporations, institutional owners as well as small business throughout the region.

A firm believer in collaboration, Jack has also developed strategic relationships with experts in finance, appraisal, architecture, construction and materials handling to bring their collective expertise together in the interest of his clients. Jack's highly successful and respected career stems from over 30 years of faithful service to his clients, industry and community.

He proudly holds one of the most respected designations with the Commercial Real Estate Industry – Society of Industrial and Office Realtors ("SIOR"). This is a distinction that less than one percent (1%) of all national Commercial Real Estate practitioners hold.

Prior to Jack's Real Estate career, he was employed for nearly a decade as a Certified Public Accountant with Deloitte Haskins & Sells. Jack is a graduate of the University of Southern California with a Bachelor of Science degree in Accounting and Business Administration.

Jack maintains offices both in the City of Long Beach and Los Angeles to better serve the needs of his valued clients.

#### **Career Highlights**

- **Broker of the Year at each of the affiliations, McKinney & Company**
- **Broker of the Year - Heger Industrial, Multiple Year Recipient**
- **Circle of Excellence – Honoree, Heger Industrial, Multiple Year Recipient**
- **Treasurer and Board Member – SIOR Greater Los Angeles**
- **Treasurer and Board Member – SIOR Worldwide Global**
- **Treasurer and Board Member – Palos Verdes Golf Course**

**RECEIVED**

OCT 25 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 24 2016

CITY ADMINISTRATION

**STAFF REPORT**  
**CITY CLERK DEPARTMENT** *07 10-25-16*

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**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Maria E. Ayala, City Clerk *ME*

**RE:** Adoption of Two (2) Resolutions: 1) Calling for a General Municipal Election to be Held on Tuesday, April 11, 2017; and 2) Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services for Conduct of Said General Municipal Election

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**Recommendation**

- A. Find that approval of the Resolutions is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" as defined by CEQA Guidelines section 15378; and
- B. Adopt a Resolution of the City Council of the City of Vernon, California, Calling and Giving Notice of an All-Mail Ballot General Municipal Election to be held on Tuesday, April 11, 2017 for the Election of a Certain Officer as required by the provisions of the Charter of the City of Vernon; and
- C. Adopt a Resolution of the City Council of the City of Vernon, California, Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of the General Municipal Election to be Held on Tuesday, April 11, 2017.

**Background**

With regards to the first proposed resolution, in accordance with Article XV, Section 2.118 of the Vernon Municipal Code, the City of Vernon will conduct an all-mail ballot General Municipal Election ("election") on April 11, 2017, for the purpose of electing one member of the City Council for a full term of five (5) years. The City Council is required to adopt a resolution calling the election. Said resolution should also specify provisions in the event of a tie-vote.

In the second proposed resolution the Office of the City Clerk is requesting the services of the Los Angeles County Election Department to prepare and furnish the City and/or Martin and

Chapman (the City's elections' consultant) various listings and computer records of the names and addresses of eligible registered voters in the City of Vernon, provide voter signature verification services, and to make available to the City additional election equipment and assistance according to state law for the conduct of the General Municipal Election. The request for assistance from the County must be made by City Council resolution.

In addition, of note, the City of Vernon will be establishing an additional ballot drop-off location, only for the one (1) day of the actual General Municipal Election, in accordance with California Elections Codes 3017 and 3025; and will publish not later than twenty (20) days prior to the General Municipal Election the designated ballot drop-off locations.

**Fiscal Impact**

Sufficient funds have been budgeted; costs to conduct the election are estimated to be approximately \$6,000 to \$7,000.

**Attachment(s)**

Two (2) Draft Resolutions

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, CALLING AND GIVING NOTICE OF AN ALL-MAIL BALLOT GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 11, 2017, FOR THE ELECTION OF A CERTAIN OFFICER AS REQUIRED BY THE PROVISIONS OF THE CHARTER OF THE CITY OF VERNON

WHEREAS, in April 2017, the term of one Vernon City Council Member will expire; and

WHEREAS, under the provisions of the Charter of the City of Vernon, a General Municipal Election shall be held on April 11, 2017, for the election of one Municipal Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: Pursuant to the requirements of the Charter of the City of Vernon and the Code of the City of Vernon, there is called and ordered to be held in the City of Vernon, California, on Tuesday, April 11, 2017, a General Municipal Election conducted by all-mail ballot for the purpose of electing one (1) Member of the City Council for the full term of five (5) years.

SECTION 2: The ballots to be used at the election shall be in form and content as required by law.

SECTION 3: The City Clerk, or Deputy City Clerk, is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election by all mail ballot.

SECTION 4: Pursuant to the Code of the City of Vernon, and other applicable provisions of the Charter of the City of Vernon and

Ordinances of the City of Vernon, said election shall be conducted by all-mail ballot, and shall be conducted pursuant to Chapter 2 of Division 4 (commencing with Section 4100) of the California Elections Code only insofar as required by law, and only where not inconsistent with the Charter and Ordinances of the City of Vernon. Mail ballots in this Election shall be timely cast if they are received by the office of the City Clerk in accordance with California Elections Code Section 4103, as amended by Senate Bill 29. As fully set forth in California Elections Code Section 4103, mail ballots shall be timely cast if they are received by the office of the City Clerk no later than three (3) calendar days after election day, and in accordance with Elections Code Section 4103(b).

SECTION 5: That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official, the City Council, in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 6: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7: Notice of the time and place of holding the election is given and the City Clerk, or Deputy City Clerk, is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8: The City Clerk shall publish not later than

twenty (20) days prior to the General Municipal Election, a notice with the designated ballot drop-off locations and the election officers for the ballot drop-off locations. The notice shall be posted at the Vernon City Hall main entrance bulletin board, at the Office of the City Clerk, and at the designated ballot drop off locations; and shall remain so posted until the day following the election.

SECTION 9: The City Clerk, or Deputy City Clerk, is directed to forward without delay to the County Election Department a certified copy of this resolution at the following address:

Mr. Dean C. Logan  
Registrar-Recorder/County Clerk  
Election Coordination Unit  
12400 Imperial Highway, 2<sup>nd</sup> Floor, Room 2003  
Norwalk, CA 90650

SECTION 10: The City Council of the City of Vernon authorizes the City Clerk, or Deputy City Clerk, to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

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SECTION 11: 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 1<sup>st</sup> day of November, 2016.

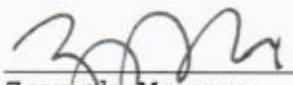
\_\_\_\_\_  
Name: \_\_\_\_\_

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, November 1, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_\_ day of November, 2016 at Vernon, California.

\_\_\_\_\_  
City Clerk / Deputy City Clerk

(SEAL)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 11, 2017

WHEREAS, on April 11, 2017, a General Municipal Election will be held in the City of Vernon (the "City"), California; and

WHEREAS, in the course of conducting the election it is necessary for the City to request services of the County of Los Angeles (the "County"); and

WHEREAS, all necessary expenses in performing these services shall be paid by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: Pursuant to the provisions of Section 10002 of the Elections Code of the State of California, the Vernon City Council requests that the Los Angeles County Board of Supervisors permit the County Election Department to prepare and furnish the following for use in conducting its election:

1. A listing of County precincts with the number of registered voters in each, so the City may consolidate election precincts into City voting precincts, and maps of the voting precincts;
2. The computer record of the names and addresses of all eligible registered voters in the City in order that the City may:
  - a. Produce labels for vote-by-mail voters;

- b. Print Rosters of Voters and Street Indexes;
- 3. Voter signature verification services as needed;
- 4. Make available to the City election equipment and assistance as needed according to state law.

SECTION 2: The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3: The City Clerk, or Deputy City Clerk, is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution at the following addresses:

a. Board of Supervisors, County of Los Angeles  
Attn: Ms. Lori Glasgow, Executive Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 383  
Los Angeles, CA 90012

b. Mr. Dean Logan  
Registrar-Recorder/County Clerk  
Election Coordination Unit  
12400 Imperial Highway, 2<sup>nd</sup> Floor, Room 2003  
Norwalk, CA 90650

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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 1<sup>st</sup> day of November, 2016.

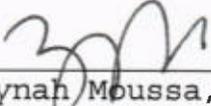
\_\_\_\_\_  
Name: \_\_\_\_\_

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, November 1, 2016, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this \_\_\_\_\_ day of November, 2016 at Vernon, California.

\_\_\_\_\_  
City Clerk / Deputy City Clerk

(SEAL)

**RECEIVED**

OCT 27 2016

CITY CLERK'S OFFICE



**RECEIVED**

OCT 27 2016

CITY ADMINISTRATION

CF 10-26-16

# STAFF REPORT

## PUBLIC WORKS, WATER & DEVELOPMENT SERVICES DEPARTMENT

**DATE:** November 1, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Derek Wieske, Director of Public Works, Water and Development Services *DW*  
Originator: Anthony Zarate, Administrative Secretary *AZ*

**RE:** Results of the Tenant Relocation Survey Related to the City's Housing Remodel Project and Possible Divestment of Two City-Owned Housing Units in Huntington Park

### Recommendations

- A. Find that the recommendations below are exempt under the California Environmental Quality Act ("CEQA") because such are not a "project" as that term is defined in the CEQA Guidelines Section 15378(b)(2), because such actions constitute an administrative activity; and even if it were 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. Conduct a discussion regarding the results of the Tenant Relocation Survey; and
- C. Proceed with the Vernon Housing Commission's recommendation to sell the two remaining City-owned housing units located at 6010 Oak Street and 2915 E. 60<sup>th</sup> Place in the City of Huntington Park; and
- D. Authorize staff to designate the proceeds from the sale of the two Huntington Park units solely for capital improvements and other projects related to the existing housing stock in the City of Vernon.

### Background

At its regular meeting on October 4, 2016, the City Council directed staff to survey all 6 tenants in the non-remodeled units to ascertain those tenants' willingness to accept a possible offer to relocate to another City-owned housing unit in order to accommodate the ongoing Housing

Remodel Project. In October 2016, City staff conducted the Tenant Relocation Survey (“Survey”) and personally, hand-delivered the survey to the following housing units:

- 3361 Fruitland Avenue
- 3365 Fruitland Avenue
- 4321 Furlong Place
- 4324 Furlong Place
- 4325 Furlong Place
- 4328 Furlong Place

The results of the Survey have been summarized in the attached Tenant Relocation Survey Results. The City received six out of the six surveys sent out to the addresses listed above. Based on the assessment of the Survey results, it has been determined that five of the six tenants in non-remodeled units are willing to relocate, either temporarily or permanently to another unit. Of those five tenants, three indicated a preference in permanently relocating to the remodeled housing unit located at 3353 Fruitland Avenue. Two tenants have an interest in temporarily moving to the 3353 Fruitland unit and one tenant is interested in a temporary relocation to the two-bedroom apartment located at 3376 E. 50<sup>th</sup> Street. Two tenants are interested in relocating to a different City-owned unit in Vernon that may become available at a later time. One tenant has no interest in either a temporary or a permanent relocation to any unit. None of the tenants surveyed had any interest in relocating to either of the condominiums in the City of Huntington Park, whether temporarily or permanently. The Tenant Relocation Survey and the results of the Survey are included as Attachments 1 and 2, respectively.

As the results of the Survey indicate, the majority of the tenants surveyed are interested in a permanent relocation. In order to occupy the unit at 3353 Fruitland Avenue, staff is proposing to ask the Vernon Housing Commission to conduct a lottery since there is more than one tenant interested in this unit. The lottery would be held at the next Housing Commission meeting scheduled for November 9, 2016.

Additionally, at the October 4, 2016 City Council meeting, the Council was presented with a recommendation from the Vernon Housing Commission to sell the two remaining City-owned units located at 6010 Oak Street and 2915 E. 60<sup>th</sup> Place in the City of Huntington Park. At that meeting, staff was directed to conduct a formal survey of all tenants in the non-remodeled units to ascertain if any tenants had an interest in relocating to the subject units in Huntington Park. The results have confirmed that none of the tenants surveyed are interested in moving to the Huntington Park units. Staff is now asking the City Council for authorization to proceed with the sale of the two City-owned housing units in the City of Huntington Park.

If the City Council concurs, staff would retain a real estate agent to coordinate an appraisal to assess the current market value for the townhomes, similar to what occurred prior to the recent sale of the Stafford homes. It is proposed that once sold, revenues from the sale would be allocated for future remodeling and programmed for capital improvements on the existing City-owned housing stock.

### **Fiscal Impact**

Based on the cost for the full remodel of the unit located at 4323 Furlong Place, it would be anticipated that any subsequent remodels would be no more than \$150,000. There are sufficient funds available in the Fiscal Year 2016-2017 Budget to complete two more remodeling projects. Additionally, upon the tenant's relocation to a remodeled unit, the remodeled, vacant unit would immediately begin generating revenue at the current rental rate and the non-remodeled, vacant unit would be next in line for the Housing Remodel Project. Any costs associated with a permanent relocation would include preparing any remodeled unit that becomes available for occupancy, which on average costs approximately \$500 per unit and relocating costs ranging from \$1,000 to \$2,000 per move, dependent on the size of the housing unit.

If the City Council supports the recommendation to proceed with the divestment of the two units in Huntington Park, the anticipated revenue would be approximately \$400,000 to \$600,000, minus any expenses associated with the sales transaction of the two units. As noted above, if City Council elects to sell the subject properties, staff will acquire the services of an independent real estate agent and appraiser, similar to the process used during the recent sale of the Stafford units implemented earlier this year. The City currently expends approximately \$6,240 annually for the home owner's association dues, plus costs related to the routine repair and maintenance for both units. Additionally, if the housing units are sold, the City will no longer incur expenses associated with maintenance of the townhomes and home owner association fees.

### **Attachment**

1. Tenant Relocation Survey
2. Results of Tenant Relocation Survey



## Tenant Relocation Survey

		Interested in Temporary Relocation?	Interested in Permanent Relocation?
<input type="checkbox"/>	I am willing to relocate to the currently vacant unit located at 3353 Fruitland Avenue (3 bedroom / 1 bathroom house).		
<input type="checkbox"/>	I am willing to relocate to the currently vacant unit located at 6010 Oak, #B in the City of Huntington Park (2 bedroom / 2.5 bathroom condominium).		
<input type="checkbox"/>	I am willing to relocate to the currently vacant unit located at 2915 E. 60 <sup>th</sup> Place #S in the City of Huntington Park (2 bedroom / 2.5 bathroom condominium).		
<input type="checkbox"/>	I am willing to relocate to the currently vacant unit located at 3376 E. 50 <sup>th</sup> Street (2 bedroom / 1 bathroom apartment).		
<input type="checkbox"/>	I would be interested in either a temporary or permanent relocation to a different City-owned unit in Vernon that may become available.		
<input type="checkbox"/>	I am not interested in either a temporary or permanent relocation to any unit.	N/A	N/A

\_\_\_\_\_  
Subject Property Address

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Name (Please Print)

\_\_\_\_\_  
Tenant Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please return the completed form by email or in-person by Tuesday, October 25, 2016:**

City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Attn: Anthony Zarate  
Email: [azarate@ci.vernon.ca.us](mailto:azarate@ci.vernon.ca.us)

*Exclusively Industrial*

# Tenant Relocation Survey Results

	3353 Fairland Avenue (3 bedroom / 1 bathroom house)	6010 Oak St. #B (2 bedroom, 2.5 Bathroom condominium)	2915 E. 60th Place #S (2 bedroom, 2.5 Bathroom condominium)	3376 E. 50th St. (2bedroom / 1 bathroom apartment)	Interested in relocation to a different City-owned unit in Vernon	Not interested in Relocation
Tenant 1	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input checked="" type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/>
Tenant 2	<input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/>
Tenant 3	<input checked="" type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input checked="" type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input checked="" type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/>
Tenant 4	<input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/>
Tenant 5	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input checked="" type="checkbox"/>
Tenant 6	<input checked="" type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent	<input type="checkbox"/>
<b>Total</b>	Temporary=2 Permanent=3	Temporary=0 Permanent=0	Temporary=0 Permanent=0	Temporary=1 Permanent=0	Temporary=2 Permanent=0	1